

BISSMIRE FUDGE & CO. SOLICITORS - TERMS OF BUSINESS

PLEASE READ THIS DOCUMENT CAREFULLY

1. DEFINITIONS

The following definitions apply in all cases:

- “Terms” shall mean these Terms of Business;
- “us” or “we” or “our” or “firm” shall mean the law firm of Bissmire Fudge & Co. Solicitors;
- “you” or “your” shall mean our client;
- “Contract” shall mean the agreement between us and you relating to the provision of our services;
- “covering letter” shall mean our letter referring these Terms to you and setting out any other special terms including the work you have asked us to do and the individuals who will handle it at our firm. Any conflict between the covering letter and these Terms shall be read in favour of the letter;
- “Regulations” shall mean the Consumer Protection (Distance Selling) Regulations 2000.
- “Disbursements”, shall mean any costs or payments that we incur on your behalf in connection with providing our services, e.g. Counsel, agents’ fees, search fees etc;
- “Estimate” shall mean a provisional estimate of our fees which is not intended to be legally binding;
- “Quotation” shall mean a firm indication of what our costs shall be for acting for you.

2. THE CONTRACT BETWEEN US

The covering letter, these Terms, and any written amendments that we agree with you shall form the Contract. This Contract will be concluded:

- When you confirm that the provisions of the covering letter are agreed; or
- When you give us any specific instructions to act on your behalf, request advice from us, or after you have received the covering letter and you have raised no objections to their provisions.

3. CONSUMER COOLING OFF RIGHTS

For consumer matters where you entered into the Contract without someone from the firm being physically present, the Regulations may apply, giving you the statutory rights:

- To terminate the Contract within a cooling off period of seven working days beginning with the day after the Contract was concluded. Where you have this right, and decide to use it, you can do so by sending a written notice of cancellation addressed to the lawyer in charge of your case within the cooling off period. However, you will lose your statutory right to cancel if we commence working for you, either at your request or if we consider it appropriate, before the cooling off period expires. If you wish us to wait until the cooling off period has expired before starting our work, please advise us

- in writing immediately;
- To request we complete our work within 30 days of the day after you asked us to work for you, unless otherwise agreed. In this respect, subject to any contrary term in the covering letter, our agreement with you is on the basis that we shall not be required to meet any such 30 day deadline, given our services generally require more time to complete.

4. WORK THAT IS NOT INCLUDED

Subject to the covering letter, or unless otherwise agreed to the contrary in writing, our advice shall not include advice on matters relating to:

- The laws of any jurisdiction other than England and Wales; or
- Taxes or duties (other than Stamp Duty Land Tax and Inheritance Tax); or
- Financial planning; or
- Accounting.

If you have a specific need for tax advice, please let us know, whereupon we may refer you to an appropriate expert.

5. INSTRUCTIONS & AUTHORITY

If you are a company, partnership or other organisation, we may accept instructions from anyone within your organisation unless you have written to us identifying which individuals we are to take instructions from.

When our Contract is with more than one person, unless otherwise agreed in writing, we may:

- Accept instructions from any one of those persons on behalf of all; and
- Correspond with any one of those persons on behalf of all.

6. EVIDENCE OF IDENTITY, OUR RIGHT TO CANCEL AND THE MONEY LAUNDERING REGULATIONS 2007

We are required under the Money Laundering Regulations 2007 to obtain satisfactory proof of your identity before starting to act for you. This applies equally to private clients and business clients, individuals and corporate bodies. It also applies to existing clients unless we already hold up to date evidence of your identity.

In order to satisfy the Regulations we shall be undertaking an online identification check against you with a Fraud Prevention Agency who will check your details against various records including the Electoral Roll. To enable us to carry out this check please ensure you provide us with your full name, address and date of birth. This check costs £4.00 plus VAT at the prevailing rate per name and will be charged to you as a disbursement in our bill.

In addition we are required to obtain and check documentary evidence of your identity, address and signature. Please therefore provide us with one of the documents from List A below or two of the documents from List B, one of which must bear your usual signature. We shall require sight of the original documents and will take copies for our records. If you are unable to attend at our offices to produce the necessary original documentation we will accept copies certified by another solicitor, an accountant, Bank or Building Society official, Justice of the Peace or someone of

similar standing in the community.

List A

- a valid full passport; or
- a valid H M Forces identity card with the signatory's photograph; or
- a valid UK Photo-card driving licence; or
- an employer's identity card with the signatory's photograph and signature

List B

- a cheque guarantee card, credit card (bearing the Mastercard or Visa logo) American Express or Diners Club card, debit or multi-function card (bearing the Switch or Delta logo) issued in the United Kingdom with an original account statement less than three months old; or
- a firearm and shot gun certificate; or
- a receipted utility bill less than three months old; or
- a council tax bill less than three months old; or
- a council rent book showing the rent paid for the last three months; or
- a mortgage statement from your lender for the mortgage accounting year just ended; or
- a current UK driving licence (full old paper version); or
- a Building Industry Sub-Contractor's Certificate (issued by Inland Revenue); or
- a Benefits agency Benefit book or original notification letter from the Benefits Agency confirming rights to benefits; or
- an Inland Revenue Tax Code Notification; or
- a Residence Permit (issued by the Home Office to EU Nationals); or
- a Local council rent card or tenancy agreement.

If you cannot satisfy this request promptly, we have the right to cancel the Contract on giving immediate written notice to you.

If the matter in which you are instructing us involves your paying any money to another party please let us know the source of those funds. It is simplest for us if that source is an account in your name in a UK bank or building society. However if the source is an unusual one such as an account in another Country or in the name of someone other than yourself please tell us as soon as possible and provide us with full details together with an explanation of why the transaction is being funded from the source in question.

Similarly if we are to pay any money to you we will normally do so by cheque in your favour or to an account in your name. If you want us to pay any monies to a third party please tell us as soon as possible and again provide an explanation.

7. DELEGATION OF WORK

The individual named in the covering letter shall have primary responsibility for your work, but may delegate appropriate parts of the work to other staff acting under proper supervision. The individual with final responsibility for your work is the partner in charge of the department in which your work is being carried out. If there is any aspect of our services that you are unhappy with, you should discuss it with that partner and if there is a problem that cannot be resolved, you should raise the matter with our Senior Partner.

If you instruct us in relation to issues that fall outside the range of work that is normally done by the named individual in the covering letter, we may refer you to other lawyers within the firm who can assist you, subject to your agreement.

8. FEES

Our fees are calculated by reference to many criteria, such as the amount of time taken in providing the services in question, the value of any property involved, any skill and specialised knowledge that may have been required, and the degree of urgency.

The amount of time taken is generally valued at an hourly rate for the individual concerned. Our current hourly rates are set out in the covering letter. We may increase our hourly rates in the course of any matter on which we are working for you and we shall notify you if this should be the case. No work will be carried out at a higher hourly rate without your prior agreement. We generally review our rates once each year and should there be a review during the time that your matter is current then you will be informed.

Time spent on your affairs will include meetings with you and perhaps others, any time spent considering, preparing and working on papers, drafting and replying to correspondence, and making and receiving telephone calls.

Unless we agree to the contrary, any time spent by our lawyers in traveling or in waiting to attend any meetings shall be calculated with reference to the hourly rates of the lawyers in question.

Our fees are subject to Value Added Tax (VAT) where applicable. You will provide us with all relevant information in this respect. If your information proves to be incorrect, you shall reimburse us on demand for any interest, penalties or legal costs which we incur as a result.

Our fees are payable irrespective of whether a matter proceeds to completion.

We shall be entitled to pay our fees out of any sums that we receive or hold on your behalf, such as the proceeds of a sale of property.

The type of work about which you have consulted us may fall within the scope of the Legal Advice and Assistance Scheme (commonly known as Legal Aid) administered by the Legal Services Commission. We do not operate that scheme. If you are in any doubt as to whether or not you are financially eligible for Legal Aid you should consult another firm of solicitors which does operate the scheme.

9. DISBURSEMENTS AND OTHER COSTS

In addition to our fees, you shall also pay to us, with VAT if applicable:

- All Disbursements we make or incur on your behalf.
- The cost of any foreign telephone calls that we make on your behalf;
- The cost of all travel and accommodation reasonably incurred by us.

We may require you at any time either to pay us sums on account of any Disbursements or costs that we may have to incur, or to make any payments of this sort yourself direct to the person in question.

10. COSTS ESTIMATES & QUOTES

Estimates and Quotations are generally based upon your initial description of the matter in question and upon any documentation that you might have given us to consider. Such information may not be sufficient to give an Estimate or Quotation, particularly if documentation needs to be prepared or negotiated, or if any complicated legal points are involved.

Where an Estimate or Quotation is given, it must be in writing to be of any effect. Such effect will in any event be limited in that sometimes a matter is more complicated than we could reasonably have expected from your description or from a preliminary review of that documentation, or unforeseen issues arise as a matter progresses which have a bearing on the amount of time which we need to spend, or upon any Disbursements or other costs which need to be incurred. We shall advise you of any such changes in circumstance, as these matters will fall outside the scope of any Estimate or Quotation which we have given. We shall seek to agree with you an additional fee for such matters, but if no agreement is made, we shall have the right to cancel this Contract on giving immediate written notice to you.

Our charges cover the work that we are instructed to undertake. If we are subsequently instructed to undertake further work we will need to make additional charges and we will provide you with an estimate of what they will be.

We will inform you if unforeseen additional work becomes necessary and try to give you an informed estimate of the costs of that extra work in writing before any extra charges and expenses are incurred.

You may set a limit on the charges and expenses to be incurred. That means you would pay those costs incurred to the agreed limit, in any event. We would inform you as soon as it appears that the limit may be exceeded and we certainly would not exceed the limit without first obtaining your consent.

If it is not possible to calculate our charges with reference to a Quotation we have given, they shall be determined with reference to our hourly rates.

Unless we specifically advise to the contrary, all Estimates and Quotations are exclusive of VAT, Disbursements and other costs and will be subject to review after six months.

On receipt of your instructions we will endeavour to estimate how many hours of work will be necessary to complete the matter. Please note however that this estimate may change as the matter proceeds and it becomes clear how much time is

likely to be needed. If it becomes apparent that more time may be necessary than we have originally estimated then we will let you know.

Should the matter in respect of which you instruct us not be carried through to completion then a charge will be made in respect of the work that we have undertaken. VAT will be payable on that amount and you will also be billed for any disbursements incurred. Depending upon the amount of work done, this may be a small proportion of the charges as originally estimated or may be almost the full amount.

11. MONIES ON ACCOUNT

We reserve the right to require you to pay one or more sums on account of our fees and/or any likely Disbursements or costs at any time before and/or during the course of the work. Any sums we ask you to pay on account may include an element to reflect any VAT that may be chargeable. These sums will be held in your name in our client account. From these sums, we shall be entitled to settle our invoices for fees, Disbursements or costs after we have advised you of the fees, Disbursements and costs in question. If it transpires that our invoiced amounts at the end of a matter are less than the sums that we are holding on account, we shall refund the balance to you. Interest on monies held by us on your behalf from time to time will be paid by us to you in accordance with the Solicitors Accounts Rules 1998 at the end of the Contract, unless it amounts in aggregate to less than £20.

12. BILLING AND PAYMENT

We shall invoice you as frequently as we think appropriate. Relevant issues in determining the frequency of our invoices will include the nature of the matters on which we have been asked to act, the amount of our unbilled fees, the amount of time that is being spent on your matters and your financial circumstances.

Subject to any special terms in the covering letter, we generally invoice our clients at regular intervals and on completion of the matter.

Our invoices are payable in full upon receipt.

If any of our invoices are not paid within 28 days of their delivery to you:

- We may charge you interest on a daily basis on the outstanding amounts at 4% over HSBC Bank plc minimum lending rate from the date on which payment of our bill is due, and;
- We have the right to suspend work on any matters on which you have asked us to act, or to cancel all or any of our Contracts with you on giving you immediate written notice, and:
- We have the right to apply to Court/Tribunal to be taken off the record as your lawyers in relation to any legal matter in which we are representing you on giving you 7 days written notice.
- We have the right to retain the file of papers relating to your matter to include all documents as well as correspondence until outstanding fees have been paid in full. This right is known as a "lien".

Where the covering letter is addressed to more than one person, or where we have agreed with the addressee of the covering letter to act for another person as well, each of you shall be jointly and severally liable for our fees and disbursements and other costs, so that each of you is jointly responsible for ensuring that our bill is paid, and we can pursue all or any one of you for the whole amount that is due to us. This shall be the case regardless of any agreement you may have entered into with anyone else regarding the payment of our fees, disbursements, and other costs.

13. COMPLAINTS

(A) COMPLAINTS REGARDING OUR FEES

Our invoices contain a brief summary of the work that we have undertaken for you and the Disbursements and costs that have been paid out on your behalf in relation to the matters on which you have asked us to act. A more detailed description can be provided if needed.

If you are not satisfied with the amount of our fees, you may have them reviewed by applying to the Court for a Detailed Assessment of our bill – for the relevant procedure please see Part III of the Solicitors Act 1974. If you apply to the Court for an assessment of our bill the Legal Ombudsman may not consider a complaint about it. (See below)

(B) COMPLAINTS GENERALLY

We are committed to high quality legal advice and client care. It is important therefore that you immediately raise with us any concerns you may have. You may be sure that we would not wish you to have any reason to be unhappy with our service and we will try to meet your concerns as fully as possible.

If you are unhappy about any aspect of the service you have received or about our bill, please contact the partner in charge of the department dealing with the matter by telephone, e.mail or post. If that does not resolve the problem to your satisfaction or you would prefer not to speak to the partner in question then please contact any other partner in the firm to discuss the matter. We will always endeavor to resolve any complaint internally. We have a formal in-house complaints procedure, details of which will be sent to you when we acknowledge your complaint.

If you are not satisfied with our handling of your complaint, you can contact the Legal Ombudsman at PO Box 15870 Birmingham B30 9EB Tel. 0300 555 0333 e.mail enquiries@legalombudsman.org.uk or refer to their website at www.legalombudsman.org.uk. 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.

14. LIMITATION OF LIABILITY

As solicitors we are permitted to put a reasonable limit on our liability to our clients provided that:

- The limit on our liability is not below the minimum level of cover required by the Solicitors' Indemnity Rules (currently £2,000,000 for partnerships and £3,000,000 for LLPs); and
- We do not limit our liability for death or personal injury resulting from our negligence.

Our liability to you shall therefore be limited as follows:

- Irrespective of the legal grounds on which any claim against us is made, our liability and loss to you (including any liability for negligence other than for death or personal injury) shall be limited to:
 - £2 or 3 million [for a partnership or LLP respectively], or such other greater figure the firm chooses] for all claims and losses resulting from one act error or omission, subject to aggregate limits of ;
 - £2 or 3 million [for a partnership or LLP respectively], or such other greater figure the firm chooses for all claims and losses arising from a series of related acts errors or omissions or;
 - £2 or 3 million [for a partnership or LLP respectively], or such other greater figure the firm chooses for all claims and losses resulting from a series of acts errors or omissions arising out of or attributable to the same originating cause, source or event, or;
 - £2 or 3 million [for a partnership or LLP respectively], or such other greater figure the firm chooses for all claims arising from the same or similar act error or omission in a series of related matters or transactions;
- For the purposes of this clause, a claim against any one or more of our partners, assistant solicitors, employed barristers and any other members of our staff (whether employees or not) shall be regarded as a single claim against us and our liability to you shall be limited accordingly.
- We bank with HSBC Bank plc. Any monies we hold for you will be deposited in our client account at that bank. It is unlikely that we will be held liable for losses resulting from a banking failure. If we make a claim under the Financial Services Compensation Scheme (FSCS) in respect of client money on our clients behalf we will, subject to obtaining your prior consent, give certain client information to the FSCS to help them identify clients and amounts to which clients are entitled in client accounts. The £50,000.00 FSCS limit applies to each individual client but please note that if you hold other personal monies yourself in the same bank as our client account, the limit remains £50,000.00 in total. Some bank's have several brands and trade under different names. You should check with your bank, the Financial Services Authority or a Financial Advisor for more information. We will not be liable to repay any money held in a client account at a bank or Building Society which may be lost through a banking failure.

15. JOINT LIABILITY

If you have a claim against us for any loss or damage for which someone else (including you) could also be liable, our liability to you in those circumstances shall be limited to a just and equitable proportion of the loss or damage in question after liability for it has been apportioned between everyone responsible and for the purposes of this clause:

- "loss or damage" shall include all recoverable amounts, including legal costs; and
- The ability or otherwise of any person or entity to satisfy any legal claim for any reason including (but not limited to) death, bankruptcy, or insolvency shall be disregarded; and

- It shall be assumed that there are no agreements in force that exclude, limit or cap the liability of anyone else who might be liable to you.

16. SERVICE COMMITMENT

Service Standards

We will endeavor to adhere to the following service standards throughout the time we represent you: -

- (a) We will keep you regularly informed of progress.
- (b) We will communicate in plain language.
- (c) We will explain the legal work that may be required.
- (d) We will regularly advise you of the costs/risk benefit of pursuing a matter and
- (e) We will advise you of the likely timescale involved

Responsibilities

- (a) It will be our responsibility to review the matter regularly and advise you of any changes in the law circumstances or risk which could effect the outcome and
- (b) It will be your responsibility to provide us with clear and prompt instructions as and when requested

Hours of Business

The firm's normal opening hours are 9.00am to 1.00pm and 2.00pm to 5.00pm Monday to Friday. We do not operate an out of hours/emergency service

Equality and Diversity

This firm is committed to promoting equality and diversity in all of its dealings with clients, third parties and employees and is required to provide a written equality and diversity policy. Please contact us if you would like us to send you a copy of that equality and diversity policy.

General

We shall not be liable to you for any failure to provide our services caused by matters beyond our reasonable control.

17. REGULATORY MATTERS

If during this transaction you need advice on investments, we may have to refer you to someone who is authorised by the Financial Services Authority as we are not. However, as we are regulated by the Solicitors Regulation Authority, we may be able to provide certain limited investment services where these are closely linked to the legal work we are doing for you.

If you have any problem with the services we have provided for you then please let us know. We will try to resolve any problem quickly and operate an internal complaints handling system to help us to resolve the problem between ourselves. If for any reason we are unable to resolve the problem between us, then we are regulated by the Solicitors Regulation Authority and complaints and redress mechanisms are provided through the Solicitors Regulation Authority and the Legal Ombudsman.

The Law Society is a designated professional body for the purpose of the Financial Services and Markets Act 2000, but responsibility for regulation and complaints handling has been separated from the Law Society's representative functions. The Solicitors Regulation Authority is the independent regulatory body of the Law Society and the Legal Ombudsman is the independent complaints handling body of the Law Society.

The firm has effected professional indemnity insurance cover which meets or exceeds the minimum requirements of the Solicitors Regulation Authority. Details of the insurers and the territorial coverage of the policy are available for inspection at our offices.

This firm is not authorised by the Financial Services Authority. However we are included on the 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 Solicitors Regulation Authority. The register can be accessed via the Financial Services Authority website at www.fsa.gov.uk/register.

We select products from a range of insurers for different types of case such as litigation insurance or title indemnity. If however a requirement to insure arises in any case you will be perfectly at liberty to place that insurance wherever you wish.

All UK law firms are subject to reporting, disclosure and other requirements imposed by the UK regulators or laws, such as concerns HM Revenue and Customs, money-laundering, and the proceeds of crime. These requirements can override our usual duty of confidentiality to you. In addition, these requirements may oblige us to ask you to provide us with information that may be relevant for legal or regulatory purposes at any time. Any failure by you to provide any information of this sort shall entitle us to cancel this Contract on giving immediate written notice to you.

18. CONFLICTS

We have the following rights to cancel this Contract on giving immediate written notice:

- If our own interests conflict with yours; or
- If a conflict of interests arises between you and any of our other clients in relation to the same or related matters, or there is a significant risk that this might happen; or
- If any instructions you give us conflict with our professional duties or obligations as solicitors.

19. TERMINATION

You may immediately terminate the Contract in writing at any time if you wish us to stop acting for you.

We may also cancel the Contract:

- On giving you reasonable written notice; or
- If we believe there are circumstances that justify an immediate cessation of the work that we are doing for you; or
- In the circumstances provided for in clauses 6, 10, 12, 17 and 18 above.

Circumstances that might justify our ceasing to act for you under the first two bullet points above would include a non-payment of any of our invoices, your failure to make any payment on account or to settle any Disbursements or costs which we have requested, or your failure to give us the instructions that we might reasonably expect in relation to your matter(s).

In the event that we cancel the Contract and cease acting for you, we shall be entitled to charge you a fee for all the time spent by us upto cancellation, and all the Disbursements and costs we have incurred or may be liable for up to that point in time. If it is not possible to calculate our fee with reference to a Quotation that we have given, our fee shall be calculated on the basis of our hourly rates.

20. PAPERS AND DEEDS

We are entitled to retain our files and any documents we are holding on your behalf until you have paid all our invoices. Unless you have already asked us to return any papers to you, we shall keep all files relating to your completed matters in storage for not less than six years, either in their original form or on some other retrievable medium. After the end of that period, those files will be destroyed, although this shall not apply to any original documents that you have specifically asked us in writing to keep in safe custody for you. We reserve the right to destroy original stored files earlier than the time notified if we are permitted to transfer their contents to an electronic medium.

We do not normally make a charge for retrieving stored papers which relate to current matters, although we reserve the right to charge you for any time spent in retrieving papers relating to completed matters and for any time spent in reading the file, writing letters, or doing any other work at your request.

If you ask us to send any documents to anyone else, we shall not be liable for any loss or damage that occurs to those documents after they leave our possession. You should also note that, unless we believe it might be appropriate to do so we will not ordinarily make copies of any lengthy or bulky documentation which we send to anyone else, unless you specifically ask us to do so, and pay our copying charges.

21. EMAIL, FAX AND IT MATTERS

Unless otherwise agreed, we may use conventional (unencrypted) email to communicate with you and anyone else that is involved in any matter on which you instruct us. You acknowledge that conventional email may present security risks in certain circumstances and you shall be taken to have accepted those risks unless you tell us not to use that means of communication.

If you would like us to use encrypted email for communication purposes you should notify us in writing. We will endeavour to do so, but this shall also be subject to us making the necessary arrangements with you and any other recipients.

If you do not want us to fax you at any fax number where we might ordinarily think you may be contactable, you must inform us of this in writing and provide us with any fax number(s) you wish us to use.

Please note that in order to protect the integrity and security of our IT systems, we may prohibit the receipt and opening of certain types of electronic files by our staff and you

should note our internal IT procedures may also impose a delay on our ability to open and deal with certain types of electronic files.

Please note that we may record and monitor telephone, fax and email communications that are made to or from our offices and staff for the purposes of the Telecommunications (Lawful Business Practice) (Interceptions of Communications) Regulations 2000.

22. RECOMMENDATIONS

If we should recommend the services of anyone to you such as accountants, surveyors, trade mark and patent agents, foreign lawyers or anyone else, we shall do so in good faith and this shall be the sole extent of our liability with regard to the recommendation in question.

23. AUDIT ENQUIRIES

If we receive requests for information of an auditing nature from you, your accountants or auditors, we may address our response to you and we may charge you for the time spent in addressing these enquiries at our normal hourly rates.

24. THIRD PARTY RIGHTS

Unless we specifically agree to the contrary in writing, we shall act only on your behalf in relation to the work that we do for you and the Contracts (Rights of Third Parties) Act 1999 shall not apply.

Any legal advice that we give you is for your own use only and we shall not be liable to anyone else in relation to that advice (including anyone that you pass or transmit it to) unless we expressly agree to be liable to the recipient(s) in writing.

25. DATA

If you are a private individual we shall only use any personal data that we have relating to you for the following purposes:

- To identify you as a client of this firm, and to confirm any information you have given us;
- To provide you with our products and services;
- To process any payments from you;
- To send you information regarding our products and services, including any products and services that we may supply in conjunction with anyone else, unless you ask us not to do so;
- For our own internal purposes in connection with risk management matters and resolving disputes; and
- For producing statistics and other information relating to our business, providing this shall not identify you personally.

26. CONFIDENTIALITY AND DISCLOSURE

Solicitors are under a professional and legal obligation to keep the affairs of the client confidential. This obligation, however, is subject to a statutory exception: recent legislation on money laundering and terrorist financing has placed solicitors under a legal duty in certain circumstances to disclose information to the Serious and

Organised Crime Agency. Where a solicitor knows or suspects that a transaction on behalf of a client involves money laundering, the solicitor may be required to make a money laundering disclosure. If this happens, we may not be able to inform you that a disclosure has been made or of the reasons for it.

It is possible that we may now or in the future hold for another past, present or future client confidential information which we cannot disclose to you in relation to your matter. You agree to that non-disclosure.

Please note that we may be required to produce all or part of your file to assessors as part of an audit or quality check.

27. REFERRALS

If you have been referred to us by an introducer with whom we have a financial arrangement:

- We shall not disclose your information to that introducer unless you consent;
- We shall make clear the amounts involved;
- If we also act for the introducer in the same matter and a conflict of interest arises, we may have to cease acting for you;
- Any advice we give will be independent and you can raise questions on all aspects of the matter.

28. DISABILITY

If you have any disability which restricts your mobility, sight, hearing or any other faculty, please inform us so that arrangements can be made to accommodate your needs, in accordance with the Disability Discrimination Act 1995. We can arrange a home visit if required, for which no additional charge is made.

29. PROCEEDS OF CRIME ACT 2002

The Act requires us to report to the Serious Organised Crime Agency (SOCA) any circumstances which cause us to suspect, or which are considered such that we ought to suspect, that you or anyone else involved in the matter we are dealing with has or will benefit from some financial crime. A 'financial crime' means not just fraud but dealing with the proceeds of any criminal activity, wherever committed, including theft, terrorism, drug trafficking and failure to pay any tax or duty. The benefit can be of any amount so, for example, failure to pay a vehicle road fund licence or television licence would be covered by the Act. Failure by us to comply with the Act is itself a criminal offence.

If we have to make a report, the Act requires us to undertake no further work until authorized to proceed by SOCA. It also prevents us from telling you that a report has been made or giving you an explanation as to why we have ceased work.

Our duties under the Act take precedence over all our professional and contractual obligations to you. Accordingly, by instructing us to accept that, we will not be liable for any loss you may suffer because we have made a report under the Act and, or have ceased work while we await authority to proceed.

30. GENERAL

These terms of business apply to any future instructions you give us unless

otherwise agreed. Should you instruct us to represent you in any matter, you will be accepting these terms of business.

Our Contract with you is governed by English law and it shall be subject to the non-exclusive jurisdiction of the English Courts.