

TERMS OF BUSINESS

These pages set out the basis on which we shall carry out legal work on your behalf. They should be read together with any engagement letter we send to you related to a specific matter or to work we generally carry out for you. These documents set out the contract between us. If there is any conflict between the terms outlined in these pages and the terms of the letter of engagement, the letter of engagement will apply.

In these pages, “you” means the person who is the firm’s client. We shall identify the client in the letter of engagement. “We” means Laurence Marron Solicitors.

AIM

We aim to identify and achieve the objectives of our client(s). We shall achieve the best results for you if you give us as much information as possible at the outset. Please inform us as soon as possible of any change(s) to your objectives or circumstances or if you receive new and relevant information.

RESPONSIBILITY

Your work will be handled by Laurence Marron, the firm’s principal.

Additional lawyers may work on your matters when required or when necessary to add expertise or increase efficiency. We shall inform you in advance of such occasions.

Unless otherwise agreed by us in writing, any advice rendered by us is solely for your benefit and should be kept confidential. Our advice should only be relied on by you in connection with the matter to which that advice relates. Our advice should not be disclosed to any third party without our prior written consent unless you have a legal duty to disclose it. Our advice may not be used or relied on by any third party without our prior written consent.

COMMUNICATION

We shall communicate with you at any address, fax, email or telephone number we have for you, unless you ask us to use a particular address.

Email travels over the public internet. Once an email message has left our server, we cannot guarantee that it will remain confidential. Nor can we guarantee when or if an email message will arrive. If you do not want us to communicate by email with you or with others on a particular matter, please let us know.

CONFIDENTIALITY

We shall keep confidential all information relating to your affairs.

It is agreed that we shall have no obligation to disclose to you confidential information which we hold relating to our other clients – equally, we shall not, without your authority, disclose to our other clients confidential information which we hold about you.

If, on your authority, we are working on a matter with other professional advisers instructed by you (either directly by you or through us), we shall assume that we may disclose to those professional advisers any relevant aspect of your affairs.

It is agreed that we may disclose information to third parties if (i) you agree that we should, (ii) it is within the scope of our instructions so to do and (iii) we are required so to do by law, by our insurers or by our professional rules.

PREVENTION OF MONEY LAUNDERING

We may need to ask for additional information about the source of funds for a transaction and we may refuse to proceed if we are not reasonably satisfied about the source and legitimacy of funds.

We are required by law to report arrangements that may involve the proceeds of crime and may not be permitted to tell you that this has been done.

QUERIES OR CONCERNS

We shall explain the issues concerning the work we do for you and keep you informed of progress.

We aim to provide a high quality service. If you have any concerns about the work undertaken on your behalf or complaints about the quality of the service you have received, please discuss those concerns with Laurence Marron, the firm's principal.

All the work we do is regulated by the Solicitors Regulation Authority. If we are unable to resolve any problem that arises, the Legal Complaints Service provides a complaints or redress scheme.

COPYRIGHT

The documents we produce for you during the course of the work we do for you will be based on expertise and experience we have gained over time. We shall own all copyright in the documents we produce for you.

STORAGE OF PAPERS AND DOCUMENTS

We shall be entitled to keep all your papers and documents while there is any money owing to us in respect of our fees and expenses.

On completing the work on a particular matter, we shall store our file of papers and electronic records (except for any papers which you specifically ask us to return to you) for no more than six years after the date of the final fee invoice we send you for the matter concerned. Unless you tell us to the contrary, we shall assume that we have your authority to destroy papers and electronic files after the six years have passed.

THIRD PARTY ADVISERS

If we need to engage other professionals on your behalf (such as counsel, overseas lawyers, accountants, experts or costs draughtsmen) we shall do so as your agent. We shall not be

responsible for any act or omission of such professionals unless we have otherwise agreed in writing.

FOREIGN LEGAL ADVICE

We provide advice on English law. We do not offer advice on foreign law unless we specifically state in writing that we are so advising.

RESPONSIBILITY FOR FEES

You are ultimately responsible for the payment of our fees, even if a court orders the opponent to pay all or part of your fees or if any other person has agreed to do so.

FEES AND EXPENSES

Our fees are related to the time spent on a matter and will generally be outlined in a narrative for the period in question which will be enclosed with each fee invoice.

Unless zero-rating or an exemption applies, we must add VAT to our fees at the rate applying when the work is done. We shall also ask you to reimburse any payments we make to third parties on your behalf, for example court fees, and other costs incurred on a matter, for example telephone calls and faxes. Such payments will appear as disbursements on our invoices.

PAYMENT ON ACCOUNT OF FEES AND EXPENSES

We may require a payment in advance in respect of fees and expenses. We shall place any such payment in the firm's client account and apply it, together with interest earned, against our bills as they are rendered.

Unless otherwise agreed, we shall not normally incur a liability to pay a third party on your behalf unless we hold money to cover the cost.

BILLING ARRANGEMENTS

We shall send you an interim bill for our charges and expenses at the end of each month or such other period as we agree with you. Payment of any invoice raised is due on presentation.

If you do not accept our fees as billed, you have certain rights. For non-contentious work, you have the right to ask us to obtain a remuneration certificate from the Law Society if you are not satisfied with the amount of our fee. The certificate will either say that our fee is fair and reasonable or it will substitute a lower fee. If you wish us to obtain a certificate you must ask us to do so within a month of receiving the bill. If you ask us to obtain a remuneration certificate, you may have to pay a proportion of the bill. Please ask us about this procedure if this situation arises.

You may be entitled to have our charges reviewed by the Court. This is called a "detailed assessment". The procedure is different from the remuneration certificate procedure and is set out in sections 70, 71 and 72 of the Solicitors Act 1974.

TERMINATION

You may terminate your instructions to us in writing at any time. We shall, however, be entitled to retain all papers and documents while there is money owing to us for our charges and expenses to that date or for any future costs to which we are committed.

If we have good reason, we may stop acting for you. Where circumstances permit, we shall give you reasonable notice that we cannot continue to act. If we are acting for you in relation to court proceedings, we may apply to be removed from the record.

PROOF OF IDENTITY

Recent national and European regulations require all firms of solicitors to have in place procedures to combat money laundering. We must demonstrate that we have verified the identity of all clients. Please therefore bear with us when we ask you to produce evidence of your identity, even if we have acted for you in the past. We cannot ignore this legal requirement.

CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

For the purpose of section 1(2) of the Contracts (Rights of Third Parties) Act 1999, it is agreed that no term of our agreement with you shall be enforceable by a third party.

LIMITATION OF LIABILITY

The total liability of this firm arising out of or in connection with any one claim will be limited to £3 million Sterling, whether made by the client or any third party, inclusive of interest and legal and other costs.

All claims, whether made by one or more parties, against this firm, arising out of the same act or omission or from a series of related acts or omissions, will be regarded as one claim.

These limitations will apply to any loss, howsoever caused, including financial or economic loss but will not apply to exclude the firm's liability for death or bodily injury.

APPLICABLE LAW

This agreement is governed by English law and is subject to the exclusive jurisdiction of the Courts of England and Wales.