

MEADE KING LLP TERMS AND CONDITIONS OF BUSINESS

These terms and conditions supplement those contained in our letter of appointment and should be read in conjunction with that letter.

Our services are provided for your exclusive use and may not be used or relied upon by anyone else.

Service levels

We try hard to avoid changing the people who are handling your work but if this cannot be avoided, we will notify you promptly who will be handling your work (and why the change was necessary).

We will explain to you the issues involved in your matter and keep you informed of progress.

We will also advise you whether the likely outcome of your case will justify the likely charges and expenses and risk involved, from time to time as necessary.

Our normal hours of business are between 9 am and 5.15 pm on weekdays.

Your responsibilities

You will provide us with clear, timely and accurate instructions.

You will provide all documentation required to complete the transaction in a timely manner.

You will safeguard any documents which are likely to be required for discovery.

Charges and expenses

Our charges may be fixed, capped or based on the time we spend dealing with your case. We charge for time spent on your affairs including meetings with you and others; considering, preparing and working on papers; correspondence; making and receiving telephone calls; and any time spent travelling and/or waiting.

Our hourly charge rates will be set out in a separate letter of appointment. These rates do not include VAT which will be added to your account. In addition you will be responsible for disbursements we incur on your behalf.

In assessing our charges, we may take into account a number of factors which include

- the complexity of the issues,
- the speed at which action must be taken,

Meade King



- the expertise or specialist knowledge that the case requires and,
- if appropriate, the value of the subject matter involved.

We would normally expect these factors to be adequately covered by the fee or the hourly rates we agree with you at the outset. Our fee may be higher if, for example, your case becomes more complex than expected, in which case we will notify you of the increase.

If your instructions mean that we have to work outside normal office hours, we reserve the right to increase the level of the hourly rates. You will be notified in writing of any increased rate.

The hourly rates are reviewed from time to time and if your matter has not been completed before a review we will let you know in writing the new rates which will apply.

If you have any query about the level of any revised rates notified to you, please contact the person responsible for the handling of your case.

Estimates and payments on account

We may agree a fixed fee with you for a particular case but this will be subject to the scope of our instructions remaining in line with what we have reasonably expected at the time that we quoted that fee. Fixed fees can only be agreed for certain types of work, and unless expressly quoted as a fixed fee, any fee estimate we give to you is not intended to be fixed.

We will inform you if any unforeseen additional work becomes necessary (e.g. due to unexpected difficulties or if your requirements or the circumstances significantly change during the course of the matter). We will also give you our estimate of the additional cost.

You may set a limit on the charges and expenses to be incurred and, where this is the case, the amount agreed will be confirmed in writing to you. We will inform you as soon as it appears that the limit may be exceeded and will not exceed the limit without first obtaining your consent.

If for any reason your case does not proceed to completion, we will charge you for the work done and

expenses up to that point but this amount will not exceed any fixed fee or cap we have already agreed with you.

It is our normal practice to ask you to pay sums of money from time to time on account of the charges and expenses which are expected in the following weeks or months. This helps avoid delay in the progress of your case. We will tell you if any such payment is required in this case.

We may request further payments on account for charges and expenses to be incurred as your matter progresses. When we put these payments towards your bill(s) we will send you a receipted bill. We will offset any residual balance of such payments against your final bill, but it is important that you understand that your total charges and expenses may be greater than any advance payments.

We are entitled to retain your file, money and papers until you have paid us all sums that you owe to us, even if the value of the retained items exceeds the amount you owe to us.

Billing arrangements

To help you budget, we may send you interim bill(s) for our charges and expenses at the end of each month (or at intervals specified in our letter of appointment) while the work is in progress. We will send a final bill after completion of the work

We accept payment by most major credit and debit cards but reserve the right add a handling charge when doing so. Please ask for confirmation of these charges at the time of making a card payment. Our current policy is that we will not charge for debit card payments or any card payment in settlement of our bill. We do not accept cash in excess of £1000.

Payment is due to us when we send you our bill whether it is interim or final. Interest will be charged on any sums outstanding 28 days after that time at the rate applicable at the time to interest payable on High Court judgment debts (currently 8% p.a.).

If you have any query about our bill, you should contact the person responsible for handling your case straight away. If you are not satisfied with their response you are entitled to refer the matter to us formally through our complaints handling procedure (see below). You may also have the right to have our bill assessed by the court under sections 70, 71 and 72 of the Solicitors Act 1974.

Email communication

In the interest of speed and efficiency we would prefer to correspond with you and submit our invoice by email where appropriate. Please let us know if this is not acceptable to you.

Other party's charges and expenses (Contentious matters only)

It is important that you understand that you will be responsible for paying our bill/s. We will discuss with you whether another person might pay your charges and expenses. Even if you are successful, the other party may not be ordered to pay all your charges and expenses or these may not be recovered from them in full; if this happens, you will have to pay the balance of our charges and expenses. If the other party is legally aided, you may not get back any of your charges and expenses, even if you win the case.

If you are successful and the court orders the other party to pay some or all of your charges and expenses, interest can be claimed on them from the other party from the date of the court order. We will account to you for such interest to the extent that you have paid our charges or expenses on account, but we are entitled to the rest of that interest.

You will also be responsible for paying the charges and expenses of seeking to recover any charges and expenses that the court orders the other party to pay.

In some circumstances, the court may order you to pay the other party's legal charges and expenses; for example, if you lose the case. The money would be payable in addition to our charges and expenses. We will discuss with you whether our charges and expenses and your liability for another party's charges and expenses may be covered by insurance, and, if not, whether it would be advisable for you to have insurance to meet the other party's charges and expenses.

Legal aid (Contentious and criminal matters only)

We do not undertake legally aided work. Please let us know if you think you may qualify for legal aid and we will discuss this with you.

Storage of papers and documents

After completing the work, we will keep our file of papers (except for any of your papers which you ask to be returned to you) for a period of at least 6 years. We reserve the right to keep this in electronic format only and to destroy the paper copy. We keep the file

on the understanding that we have the authority to destroy it 6 years after the date of the final bill we send you for this matter. We will not destroy documents you ask us to deposit in safe custody.

If we retrieve papers or documents from storage in relation to continuing or new instructions to act in connection with your affairs, we will not normally charge for such retrieval. However, we may make a charge based on time spent producing stored papers or documents to you or another at your request. We may also charge for reading, correspondence or other work necessary to comply with the instructions given by you or on your behalf.

Interest

We will account to you for interest on money we hold for you for longer than 5 days, at the base lending rate of our bankers at the time but only if the total amount of interest exceeds £20.00.

Our Liability

We limit our liability (and that of our partners, employees and consultants) to you for a breach of your instructions or any duty of care we may owe to you. This limit may be set out in our letter of appointment but if no limit is stated, it will be £3 million sterling per claim, whether made by you or any third party, inclusive of interest, and legal and other costs.

We will not be liable for any consequential, special, indirect or exemplary damages, costs or losses or any damages, costs or losses attributable to lost profits or opportunities.

We only limit our liability to the extent that the law allows. In particular, we do not limit our liability for death or personal injury caused by our negligence, or any loss or damage due to our recklessness, fraud or dishonesty.

Details of our professional indemnity insurance cover are available for inspection on our website www.meadeking.co.uk.

Copyright

All intellectual property and other rights subsisting in any documents we draft pursuant to your instructions will belong to us. Any copying or adaptation of these documents will only be permitted at our discretion.

Termination

You may terminate your instructions to us in writing at any time but we will be entitled to keep all your papers and documents while there is money owing to us for our charges and expenses.

You may also have the right to cancel your instructions without charge by notifying us in writing within 7 working days from the date you instruct us. We may refuse to start work on your instructions until that period has elapsed unless you confirm to us in writing that you want us to do so.

In some circumstances, you may consider we ought to stop acting for you, for example, if you cannot give clear or proper instructions on how we are to proceed, or if it is clear that you have lost confidence in how we are carrying out your work.

We may decide to stop acting for you only with good reason, for example, if you do not pay an interim bill or comply with our request for a payment on account. We must give you reasonable notice that we will stop acting for you. If you or we decide that we will no longer act for you, you will have to pay our charges on an hourly basis for our work and expenses up to that point.

Data Protection and Confidentiality

To maintain and build on our levels of service, we may be required to make our files available to external assessors for auditing purposes. We may also need to provide information from your file to our insurers and insurance brokers under the terms of our professional insurance cover.

Unless you advise us in writing to the contrary within the next 7 days we will assume that you have no objection to your file being made available for these specific purposes. We will insist that our assessors and insurers treat all client files in complete confidence.

We store and use personal data which relates to you and your employees to assist us in performing our services to you, to establish your identity (as required by money laundering regulations) for credit reference checks and our credit control purposes. We may also use this data to inform you about our services, developments in the law and seminars and events which we think may be of interest to you. We may share this data with other people or organisations who are connected with us.

You have a right to ask us not to use your personal data for marketing purposes and upon payment of a fee to receive a copy of the personal data we hold about you.

We may be required by law to disclose data we obtain from or about you to the Serious and Organised Crime Agency. We are not allowed to tell you whether or why such a disclosure has been made.

Sometimes we ask other companies to do photocopying on our files to ensure this is done promptly. If you do not want your file to be outsourced, please tell us as soon as possible.

Financial Services

We are 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 means broadly advising on, selling and administration of insurance contracts. The Solicitors Regulation Authority regulates this part of our business, including arrangements for complaints or redress if something goes wrong. The register can be accessed via the Financial Services Authority website at <http://www.fsa.gov.uk/Pages/register>

If during our work for you, you need advice on investments we may refer you to someone who is authorised. However, as we are regulated by the Solicitors Regulation Authority, we may be able to provide limited investment services which are closely linked to the legal work we are doing for you.

Complaints

Please let us know if you have any problem with our service or our bill. We operate an internal complaints handling process to help resolve such problems quickly, and we will be pleased to supply you with a written copy of our complaints procedure at any stage upon request. If you are still dissatisfied following our response you have the right to refer your complaint within six months by telephone or in writing to the Legal Ombudsman PO Box 6806, Wolverhampton WV1 9WJ, whose email address is enquiries@legalombudsman.org.uk and telephone number 0300 555 0333.

Regulation

Meade King LLP is registered in England and Wales with number OC349796 and regulated by the Solicitors Regulation Authority. The Code of Conduct for Solicitors, which may be accessed at

<http://www.sra.org.uk/solicitors/handbook/code/content.page> sets out the professional standards and outcomes which you can expect us to provide. We use the term 'partner' to refer to a member of Meade King LLP or an employee or consultant who is a lawyer with equivalent standing and qualifications.

Conclusion

Unless otherwise agreed, these terms of business apply to any future instructions you give us.

Your continuing instructions in this matter will amount to your acceptance of these terms and conditions of business.

This is an important document: please keep it in a safe place for future reference.