

RICHARD GRIFFITHS & CO

TERMS OF BUSINESS

Introduction

This document together with any engagement letter provided to you at the commencement of a matter set out the terms on which this Firm accepts instructions and charges for its services. If there is any conflict between these terms and the engagement letter then the engagement letter will take precedence. Any reference in this document to the "firm" is a reference to Richard Griffiths & Co.

Third Parties

If it is necessary to engage other professionals on your behalf (such as counsel, overseas lawyers, accountants, expert witnesses or costs draftsmen) whether in the UK or abroad we will do so as your agent. The firm cannot be responsible for any act or omission of such a professional unless otherwise agreed in writing.

Fees and Disbursements

At the outset of a matter we will agree the basis on which the firm will charge you and arrangements concerning its fees will be set out in the engagement letter.

Charges are calculated primarily by reference to the time spent by the solicitors and other staff in respect of any work they do on your behalf, ie meetings with you and perhaps others, reading and working on papers, correspondence etc. Time is charged in units of 6 minutes which will cover for instance a short routine letter or e-mail or a brief un-timed telephone conversation.

Some services are charged as a fixed fee or a conditional fee agreement (no win no fee) and this will be made clear in the client care letter.

The firm maintains a record of all of the work carried out on your behalf. Hourly rates are subject to revision every 1 April and may be revised at other times. You will be notified in writing of any changes to the firm's hourly rates.

Billing and Payment

VAT at the rate applicable will be added to bills unless zero rating or an exemption applies.

Unless otherwise agreed in writing, all bills are payable on receipt by cheque, debit card or credit card (additional charges are levied for credit cards at approximately 2%) or cash (subject to the maximum £600 limit explained below).

Interest will be charged for late payment at the higher rate of 4% above Bank of England rates per annum if any invoice remains unpaid for more than 28 days from its date of issue. It is the client's responsibility to ensure that payment results in money being received by the firm and if any cheques or other payment methods are not honoured by your bank, this will mean that your bill remains outstanding.

Payments on Account of Fees/Disbursements/Interim Bills

The firm may require a payment in advance in respect of its fees and disbursements. Such payments will be placed into a Clients' Account and will be credited against future bills.

Small amounts of interest (as set out in the Solicitors' Accounts Rules) will not be credited against future bills or be paid to you. Where the firm has rendered a final bill to you, but still retains monies to be applied against future disbursements, it will not account to you for interest on such monies. Interim bills are presented on a frequent basis. This assists clients in budgeting for costs as well as keeping you informed of the legal expenses which are being incurred. If payment of interim bills are not met with prompt payment delay in the progress of a matter may result and ultimately could result in the firm reserving the right to stop acting for you.

Commissions

You will be credited with any commission the firm receives from a third party in relation to a matter it is handling for you.

Papers Held by us

On completion of a matter and payment of all fees, the firm will return to you, at your request, any documents provided to it for the purposes of that matter and any other papers to which you are entitled. The firm will retain all other papers but cannot undertake to retain files for any specific

period of time but will endeavour to keep all files for a minimum of six years, after which time it reserves the right to dispose of them. We will not of course destroy any documents such as wills, deeds or other securities which you ask us to hold 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 upon time spent for producing stored papers or documents to you or another at your request. We may also charge for reading, corresponding, or other work necessary to comply with your instructions. If the firm is required for any reason (whether during the course of a matter or after it has terminated) compulsorily to disclose documents or to give information orally or in writing relating to a matter or your affairs pursuant to a court order, notice or demand served by an entity or person with the authority to compel such disclosure, then it shall comply. The firm will be entitled to be paid for the costs of such compliance by you at its hourly rates then in force. If any documents or information are subject to legal professional privilege the firm will let you know and advise you of the opportunity to waive privilege. If you decide not to waive privilege and this is challenged, the firm will be entitled to be paid by you for the costs incurred in preserving privilege on your behalf.

Unless you tell the firm otherwise, any documents prepared by a third party for you on the firm's instructions in which you own the copyright or have a licence to use may be stored on the firm's database in any format for future reference by the firm's lawyers.

The Liability of Richard Griffiths & Co

The instructions given by you to the firm create a contract for the provision of services between you and the firm. The firm owes you a duty to provide the services with reasonable care and skill. We will represent your interests, keep your business confidential and ensure that you understand the likely degree of financial risk which you will be taking on.

The firm is a partnership.

There is no contract between you and any individual partner, employee or consultant of the firm. Any advice given to you, or any other work done for you, by a partner, employee or consultant of the firm is given or done by that person on behalf of the firm and not in his or her individual capacity and no such person assumes

any personal responsibility to you for the advice or work.

You agree that if, as a matter of law, a duty of care would otherwise be owed to you by any partner, employee or consultant of the firm, such duty is hereby excluded and you agree that you will not bring any claim against any individual partner, employee or consultant of the firm for any matter arising in any way out of the provision of the services to you.

Accordingly, any claim that you wish to make can only be made against the firm and not against a partner, employee or consultant of the firm.

You also agree that in the particular circumstances of the services to be provided to you, including in particular those described in any engagement letter sent to you at the commencement of a matter, the aggregate liability of the firm to you for losses for which it is liable at law shall not exceed the amount (if any) specified in the engagement letter. Any consequential or indirect loss (whether or not it might have been foreseeable at the commencement of the matter) is also excluded.

Where the firm is acting for more than one person, the limit of liability will have to be allocated among you. If this allocation is not expressly stated in the engagement letter, such allocation will be a matter entirely for you. If for whatever reason no such allocation is agreed by you, then you will not dispute the limit of liability on the grounds that no such allocation was agreed.

The liability of the firm to you shall also be limited to that proportion of the loss or damage (including interest and costs) suffered by you, which is ordered against it by a Court of competent jurisdiction after taking account of the contribution to the relevant loss and damage of any other person responsible and/or liable to you for such loss or damage.

For the purposes of assessing such contribution of any other person, no account shall be taken of any limit imposed on the amount of liability of such person by any agreement made before the loss or damage occurred.

The limitations and exclusions on liability in this section shall have no application to any liability for death or personal injury caused by our negligence or for any other liability which cannot lawfully be excluded or limited.

Other Parties Charges and Expenses

In some cases and transactions a client may be entitled to payment of costs by another person. It is important that you understand that in such circumstances the other person may not be required to pay all of the charges and expenses which you incur with us. You have to pay our charges and expenses initially and any amounts which can be recovered will be a contribution towards them. If the other party is in receipt of public funding (Legal Aid) costs are unlikely to be recovered.

If you are successful and the Court orders another party to pay some or all of your costs 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 the interest.

You will also be responsible for paying our charges and expenses of seeking to recover any costs that the Court orders the other party is to pay you.

If you are un-successful in a Court case, you may be ordered to pay the other party's legal charges and expenses. That money would be payable in addition to our charges and expenses. In certain types of cases arrangements can be made to take out insurance cover for such liability for such expenses.

Termination of Instructions

Once instructed, the firm will normally continue to act for you in the matter until its conclusion. If circumstances arise where it is appropriate for either the firm or you to terminate the arrangements you will be responsible for the firm's fees and disbursements up to the date of termination, and any fees and disbursements necessarily associated with it ceasing to act or the transfer of the work to another adviser of your choice.

If at any stage you do not wish us to continue to act for you, you must tell us clearly in writing but we will be entitled to keep all your papers and documents while there is money owing to us for our charges and expenses (this is called a lien).

Confidentiality

Information passed to the firm is kept confidential and will not be disclosed to third parties except as authorized by you or required by law or the

Solicitor's professional body, the Solicitors Regulation Authority. If on your authority the firm is working in conjunction with other professional advisers we will assume that it may disclose any relevant aspect of your affairs to them.

Where you provide the firm with fax or computer network addresses to which material is to be sent, it shall assume, unless you tell us otherwise, that your arrangements are sufficiently secure and confidential to protect your interests.

It should be recognized that the internet is not secure and that there are risks if sensitive information is sent in this manner by you or you request the firm to use the same system.

The firm will use its reasonable endeavours to protect the integrity of computer systems by screening for viruses on email sent or received and would expect you to do the same.

Privacy and Data Protection

The firm is committed to respecting the data which it holds on you. Your details will be kept on its database for administration and accounting purposes. Your details will be processed and kept securely in accordance with the Data Protection Act 1998. The data will not be disclosed to third parties except for the purposes mentioned above, except that in certain circumstances where files are inspected by an assessor or auditor for example if you are in receipt of a public funding certificate (Legal Aid). Any such inspection will be on the understanding that the information and the file remains strictly confidential and will not be released by the assessor or auditor to any other person.

Proceeds of Crime /Money Laundering

Like all firms of solicitors, we are now required, by law to apply procedures to guard against the risk of being involved in any way with the proceeds of crime.

Identification checks

We need to obtain formal evidence of your identity. This may be necessary even though we have acted for you before or even if you are known personally to a member of staff. Typically, the evidence we shall ask for will comprise one document with your photograph, such as a passport or photographic driving licence, and one other document, such as a utility bill, which confirms your address.

Cash

We are normally able to accept cash only up to a limit of £600 in any 28 day period.

Source of funds

At the start of any matter we will normally ask you to tell us the source of any funds you will be using. It is simplest for us if the source is an account in your name, in a UK Bank or Building Society. 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 early as possible, and explain why this is so.

Destination of funds

Where we are able to pay out to you, we will normally do so by cheque in your favour, or into an account in your name. If, instead, you want us to pay surplus money to someone else, please tell us as soon as possible, and explain why this is required.

Confidentiality

We have always sought to keep our clients' affairs confidential. However, the Proceeds of Crime Act 2002 can **oblige us to report information** (any suspicion) about financial offences to the National Criminal Intelligence Service. In particular, if it seems that any assets involved in your matter were derived from a crime, we may have to report this. This can include even small amounts of money, and covers all offences, including for example, tax evasion and benefit fraud, whether involving yourself or someone else. If we have to make a report, we will not be able to tell you that we have done so. A report may result in an investigation by the police, the Inland Revenue, or other Authorities. If you are concerned about how this might affect you, please ask us to clarify.

Conflict Rules

The firm may only act for different parties in the same or related transactions under clear rules issued by the Solicitors Regulation Authority. You will already have been checked against the firm's database but you should raise any issues of concern immediately with the person with the conduct of your matter.

Insurance Cover and Limitation on Liability

The firm maintains professional indemnity insurance and unless otherwise agreed in writing, limits its liability for claims against the firm (currently to 5 million pounds).

Limited Companies

When accepting instructions to act on behalf of a Limited Company we may require a Director and/or controlling shareholder to sign a form of personal guarantee in respect of the charges and expenses of this firm. If such a request is refused we will be entitled to stop acting and to require immediate payment of our charges on an hourly basis and expenses.

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 this agreement with you shall be enforceable by a third party, save that the partners, consultants and employees of the firm may enforce the exclusions contained in the section above headed "The Liability of Richard Griffiths and Co".

Insurance Mediation and Activities

The 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 only provide these services if they are an incidental part of the professional services which we have been engaged to provide.

Financial Services

If during your transaction you need advice on investments we may have to refer you to someone who is authorized 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.

Applicable Law

The relationship of this firm with you will be governed by English law and will be subject to the exclusive jurisdiction of the English Courts.

Publicly Funded (Legally Aided) Client

If the work that we are to carry out on your behalf is to be publicly funded special rules apply in respect of which you will be advised separately. Sections above entitled fees and disbursements, billing and payment, payments on account of fees, disbursements and interim bills are not applicable to you once you have received your CLS funding certificate. Those sections however will be applicable to you for any elements of work that we carry out for you which are no. covered by public funding. For instance work carried out prior to the grant of your CLS Funding Certificate.

Client Care

Our aim is to offer all our clients an efficient and effective service at all times. We hope that you will be pleased with the work we do for you. However if you do have concerns you should raise these in the first instance with the person responsible for your work. If you still have queries or concerns thereafter, please contact the client care partner Mr Richard Griffiths at our Salisbury office in writing setting out the nature of your concerns/complaint and he will become involved in any issue which cannot be resolved. Your letter of concern/complaint will be acknowledged and it is our aim to supply a substantive response within three weeks of your letter. Please note that

in line with the Solicitors Regulation Authority Consumer Complaints Service, we do not investigate complaints older than six months after the end of the retainer or the end of the matter. You must therefore raise any issues as promptly as possible so that we can either rectify or properly investigate.

If a complaint concerns an invoice in a matter not involving Court proceedings you may require the firm to obtain a remuneration certificate from the Solicitors Regulation Authority (please see the invoice itself for further details) and in addition you may apply to the Court under the Solicitors Act 1974 for the firms charge to be assessed. Strict time limits apply and these procedures should be pursued promptly.

Terms and Conditions of Business

Unless otherwise agreed these terms and conditions of business should apply to any future instructions given by you to this firm.

Your continuing instructions in this mater will amount to an acceptance of these terms and conditions of business and for the sake of completeness we would be grateful to you to please sign and return the copy of these terms and conditions to us.

I confirm that I have read and understood and accept these terms and conditions of business:

Signed

Dated