

Berrymans Lace Mawer LLP
Standard Terms and Conditions of Business
From December 2011

All work carried out by Berrymans Lace Mawer LLP for you as our client is subject to these Terms and Conditions of Business, except to the extent that changes are expressly agreed with you in writing.

1 Berrymans Lace Mawer LLP

Berrymans Lace Mawer LLP (also referred to as 'we' or 'us') is a limited liability partnership, registered under the Limited Liability Partnerships Act 2000, with registered number OC340981 and having its registered office at King's House, 42 King Street West, Manchester M3 2NU. Berrymans Lace Mawer LLP is authorised and regulated by the Solicitors Regulation Authority.

Reference in these Terms and Conditions, our Letter of Engagement, or otherwise in the course of your dealings with us, to an individual being a 'partner', means a member of Berrymans Lace Mawer LLP or an employee or consultant of Berrymans Lace Mawer LLP with equivalent status and should not be construed as indicating that any relationship of partnership (within the meaning of the Partnership Act 1890) exists between all or any of the individuals so designated or between any individual and Berrymans Lace Mawer LLP.

2 Scope of our services

When you instruct us on a new matter we will send you a letter (Letter of Engagement) confirming your instructions and setting out the services which we will provide. Unless expressly agreed otherwise, our services will not include advice concerning the tax implications of any course of action or transaction, or advice on tax related issues generally.

3 Authority to give instructions

You should tell us, at the outset of a matter, who is properly authorised to give us instructions. Unless advised otherwise, we will assume that we are authorised to accept instructions from any person whom we reasonably believe to have your authority to give instructions to us (this will include, in the case of a body corporate, any of your directors, officers and employees) and that we may act on instructions given orally.

4 Fees and other charges

Our fees and charges will be calculated on the basis set out in our Letter of Engagement or as otherwise agreed with you.

Our hourly rates are subject to periodic review, normally on an annual (or sometimes bi-annual) basis. If, as a result of a review, our hourly rates are varied, we will notify you of the changes. The revised rates will take effect from the date of the notification or as otherwise agreed with you.

In common with other firms of solicitors, we charge on the basis of time spent working on the case; this includes, for example, meetings with you and others, correspondence and telephone calls, consideration and preparation of documents, time at court and travelling. The amount we charge per hour depends upon the grade and experience of the person undertaking the work. Routine letters written and routine telephone calls are assumed for this purpose to occupy 1/10th of an hour. Other letters and telephone calls will be charged on a time-spent basis in units of 1/10th of an hour.

We reserve the right to amend the basis of charging in the following circumstances: if it becomes clear the work has become more complex; is of a higher value; requires special expertise; becomes especially urgent; requires work to be taken out of usual hours; has any other special feature of that kind. Any changes would be exceptional arising from unforeseen case developments. We will not change the basis of charging in any way without giving you reasonable prior notice.

We are likely to incur some disbursements (that is, expenses or fees payable to other people) in the course of undertaking the work. Wherever possible we will give you prior notice before any disbursement of significant amount is incurred. We may ask you to fund any such disbursements before they are incurred and we will look to you for reimbursement of any expense we incur on your behalf, at cost.

All of our fees, and many of the disbursements we will incur on your behalf, are subject to VAT which will be added at the current rate.

When we incur expenses and disbursements on your behalf you agree to reimburse us. These may include, for example, witness expenses, arbitrator or mediator fees, court fees, agents fees, stamp duty, search and investigation fees, document preparation and photocopying expenses, courier and guaranteed delivery expenses, travel, subsistence and accommodation expenses. When incurring these charges we will aim for the lowest reasonably available cost. Additional costs that we incur on your behalf will be clearly identified in our invoices. Substantial or unusual expenses such as significant secretarial overtime or specialist IT services will be discussed and agreed with you in advance.

Any value added tax or other 'local taxes' chargeable upon amounts invoiced by us is payable in addition to our fees and charges. We will deliver an appropriate VAT invoice to you. If you have arranged with a third party for the payment of our fees, the third party will not normally be entitled to recover any VAT element and you will remain responsible to Berrymans Lace Mawer LLP for payment of our full fees and charges.

5 Billing and payment terms

We are entitled to bill all outstanding fees and disbursement/expenses on a monthly basis unless otherwise agreed with you. A breakdown of any invoice will be provided on request.

If an invoice remains outstanding after 30 days from the date of delivery of the invoice, we reserve the right to (a) charge interest on the lower of 2.0% over the base rate of the Bank of England (as varied from time to time) or the rate then payable on judgment debts on any amount outstanding after 30 days from the date of delivery of the invoice until payment and (b) suspend work on all matters on which we are advising you and/or to terminate our retainer. In addition, all our invoices will become immediately due and payable.

Our invoices must be paid without any deduction or withholding on account of taxes or other charges. If you are required by law to make a deduction or withholding you must pay such additional amount as may be necessary to ensure that we receive payment of the full amount of our invoice.

6 Client money

Unless we agree otherwise with you, any money that Berrymans Lace Mawer LLP holds for you will be deposited in a client bank account with a clearing bank or a building society deposit account. Any funds received will be held in the firm's general client account which, as required by the SRA, is an instant access account.

A sum in lieu of interest will be credited on funds held at the prevailing rate paid by Lloyds TSB on the firm's general client account providing the total interest accrued over the whole period the funds are held is in excess of £20. We will not be responsible for any loss due to any mistake or failure by the relevant institution.

We may apply any money that Berrymans Lace Mawer LLP holds for you towards the discharge of our outstanding accounts, provided the money is not held for a specific purpose.

7 Electronic communication

Unless otherwise directed by you, we may correspond by means of electronic mail. We each agree to accept the risks of using electronic mail, including but not limited to the risks of viruses, interception and unauthorised access.

We each agree to use commercially reasonable procedures to check for commonly known viruses in information sent and received electronically, but we recognise that such procedures cannot be a guarantee that transmissions will be virus free.

8 Confidentiality and disclosure

We will keep confidential information received from you while acting in connection with any matter unless:

- we have your authority to disclose it
- we are required to disclose it by law
- the information is in or comes into the public domain without any breach of confidentiality on the part of Berrymans Lace Mawer LLP
- we are required to disclose it by the regulatory or fiscal authorities, in which case, to the extent that we are permitted to do so, we will endeavour to give you as much advance notice as possible of any such required disclosures.

From time to time we engage external organisations to audit client files. By instructing us you agree that your files may be audited. We will require the organisation to sign a confidentiality agreement in respect of information of which it becomes aware.

9 Conflicts

We have procedures designed to prevent our acting for one client in a matter where there is or could be, a conflict with the interest of another client for whom we are acting. If you are aware or become aware of a possible conflict of this type, please raise it immediately with us. If a conflict of this nature arises, then it will be up to us, taking account of legal constraints, professional rules and your and the other client's interests and wishes, to decide whether we are able to continue to act for both parties, for one only or for neither.

10 Intellectual property rights

You will have the full right and licence to use copies of materials we create for you for the particular purpose for which they were prepared. However, all copyright and other intellectual property rights in all documents, reports, written advice or other materials provided by us to you remain with us. If you wish to use copies of these materials for the purposes other than those for which they were prepared, this will require our permission.

11 Storage of papers and documents

You agree that we may store documents and papers electronically. After completing any matter on your behalf we are entitled to retain all your papers and documents while there is money owing to us for our charges and expenses. Subject to this we will retain our files of papers (except for any of your papers which you ask to be returned to you or which must be sent to someone else eg a mortgage lender) for a minimum of six years from the completion of the matter, after which

they may be destroyed. We will not destroy documents you ask us to deposit in safe custody but we will make a charge to cover our costs.

We will not charge for retrieving papers or documents from storage in relation to continuing or new instructions for us to act on your behalf. However, in other circumstances we may make a charge based on the time spent producing stored papers or documents to you or to another at your request. We may also charge for reviewing papers in order to comply with your instructions on storage.

12 Limitations and exclusions of liability

In addition to any other limitation agreed with you (and subject to professional rules), the liability of Berrymans Lace Mawer LLP, for any claim in respect of services provided to you (whether in contract, negligence or otherwise) shall be limited to the proportion of the total of all damage, including costs, which may be fairly attributed to Berrymans Lace Mawer LLP (having regard to any contribution to such loss or damage by any other person) in proceedings for a contribution under the Civil Liability (Contribution) Act 1978 in England and Wales, and Section 3 of the Law Reform (Miscellaneous Provisions) (Scotland) Act 1940 in Scotland.

You acknowledge and agree that no partner, consultant or employee or member of Berrymans Lace Mawer LLP shall have a liability to you for any loss or damage howsoever arising as a consequence of the acts or omissions of such partner, consultant, employee or member (including but not restricted to negligent acts or omissions) save in the case where loss or damage was caused by fraud, dishonesty, reckless disregard of professional obligations or wilful conduct on the part of such partner, consultant or employee or member or where the liability is one which cannot be excluded at law. In

such circumstances Berrymans Lace Mawer LLP shall be liable to the same extent as it would have been in the absence of this exclusion, whether under Section 6(4) of the Limited Liability Partnerships Act 2000 or otherwise.

It is agreed that each of our members, partners, consultants or employees of Berrymans Lace Mawer LLP will have the right to enforce this paragraph pursuant to the Contracts (Rights of Third Parties) Act 1999. We reserve any right we may have to rescind or vary the Engagement Terms without our having to seek the consent of our members, partners, consultants, or employees our service company or any of its or their employees, consultants or agents.

You agree that you will inform us if you agree, or are asked to agree, to limit the liability of another of your advisers in connection with any matter in respect of which we are also instructed.

You also agree that the liability of Berrymans Lace Mawer LLP shall not be increased by any limitation, exclusion or restriction of liability you have agreed with any other adviser, or by your inability to recover from any advisor, or your decision not to recover from any adviser.

Our total liability to you in respect of our engagement for any loss, liability or damage howsoever caused, whether in contract (by way of indemnity or otherwise), tort (including negligence), misrepresentation, restitution or otherwise (in each case whether caused by negligence or not) and whether related to any act, omission, services provided to you or not or failure to act or delay in acting by Berrymans Lace Mawer LLP will be limited to £3 million.

We shall not be liable to you for any failure or delay or for the consequences of any failure or delay in the performance of your instructions if it is

due to any event beyond our reasonable control including, without limitation, acts of God, war, industrial disputes, protests, fire, flood, storm, tempest, explosion, acts of terrorism and national emergencies.

Any limitation on our liability shall not apply to any liability on our part for death, personal injury or fraud, or where such limitation is prohibited by law.

The provisions of this paragraph shall continue to apply notwithstanding the termination of our engagement for any reason.

13 Instructions to overseas lawyers and other professionals

Should we need to instruct overseas lawyers or other professionals (expert witnesses, accountants, actuaries and so on) we do so, unless otherwise agreed, on your behalf and as your agent. They will be responsible to you for the quality and accuracy of the advice they provide and you will be directly responsible for payment of their fees and expenses. Before making any such appointment on your behalf, we will consult with you and seek your agreement to the appointment.

14 Data protection

We are the data controller of personal information (personal data) relating to individuals who are either the named client or through whom we conduct our relationship with you. We may use such personal data for providing legal services, marketing, administration, and training, and we may disclose it to our service providers and agents for these purposes. We may retain it for marketing purposes, to contact you about our services, but you can choose not to receive such material at any time. We also process personal data for purposes required by law (eg money laundering) and for commercial purposes (eg creditworthiness checks).

We are a data processor acting on your behalf in respect of any other personal data supplied to us by you or on your behalf in the course of our relationship with you. In relation to such personal data, we will:

- act only in accordance with your instructions in relation to the processing of those data
- take appropriate organisational and technical measures against unauthorised or unlawful processing of those data and against accidental loss or destruction of, or damage to, those data; and
- provide appropriate training to personnel who process those data on our behalf.

15 Rights of third parties

For the purposes of the Contracts (Rights of Third Parties) Act 1999, it is confirmed that our services are provided solely for the benefit of you as our client and our terms of engagement are enforceable only by you and us, and not by any third party.

Berrymans Lace Mawer LLP shall not be under any duty to, nor have any responsibility towards, any other person in connection with any matter (unless that person is also a client of Berrymans Lace Mawer LLP in relation to it), even if the objective of the client's instructions is to confer a benefit upon such a person.

16 Resolving complaints

Naturally we aim to provide a high quality service and we hope you will not feel, at any time, that you have any cause to complain. If, however, you should have any concerns about the conduct of your matter, our charges or any other matter, you should please address them to the supervising partner.

If he or she is not able to resolve the matter to your satisfaction please contact our complaints partner: <Gary Allison at Salisbury House, London

Wall, London EC2M 5QN (telephone: 020 7638 2811, fax: 020 7920 0361)>: <Andrew Relton at Kings House, 42 Kings Street, Manchester M3 2NU,(telephone: 0161 2362002, fax: 0161 8327956)> who will endeavour to resolve the matter with you and, if that fails, will advise you of the action you can take. A copy of the firm's complaints procedure is available upon request. You are entitled to complain to the Legal Ombudsman if you are an individual, small company or charity – further details can be obtained from the Legal Ombudsman website: www.legalombudsman.org.uk. The Legal Ombudsman will not normally accept a complaint for investigation until 8 weeks has elapsed from the time of complaint, or our internal complaint procedures have been exhausted and you remain dissatisfied. 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 or within a year of the act or omission about which you are complaining occurring (or you becoming aware of it).

Information about the Legal Ombudsman can be found at www.legalombudsman.org.uk. Alternatively he may be contacted at PO Box 18570, Birmingham, B30 9EB or by telephoning 0300 555 0333. You may also have a right to object to the bill by applying to the court for an assessment of the bill under Part III of the Solicitors Act 1974. The Legal Ombudsman may not deal with a complaint about a bill if you have applied to the court for an assessment of that bill. You should note that if all or part of one our bills remains unpaid we may be entitled to charge interest.

17 Termination

You may terminate your instructions to us, in writing, at any time. If you do so, you will need to make appropriate arrangements for the case to be continued, either by yourself or by

another firm of solicitors and, in court proceedings, we cannot cease to act for you until either you or another firm of solicitors have gone on the court record. We have the right to retain the papers we hold on your behalf until any outstanding fees, disbursements and VAT have been paid.

It is possible that we will wish to stop acting for you, for example if you fail to pay our charges, or may have to stop doing so, for example if a conflict of interest arises. If so, we will give you as much warning as we can.

18 Severance

If any provision of our agreement with you is invalid or unenforceable for any reason, that shall not effect the remainder of our agreement with you.

19 Application and prevailing terms

These Terms and Conditions of Business supersede any earlier terms of business we may have agreed with you.

If there is a conflict between these Terms and Conditions of Business and any specific terms agreed with you in relation to an individual matter (for example, any terms set out in a Letter of Engagement), then the specific terms will prevail. It may be necessary to amend these Terms and Conditions of Business from time to time. We will notify you of any such proposed changes and unless we hear from you to the contrary within 14 days following such notification, the amendments and/or new terms will come into effect from the end of that period

20 Force majeure

It is understood and agreed that neither of us will be liable to the other for any delay or failure to fulfil obligations caused by circumstances outside our reasonable control.

21 Insurance

This firm is not authorised by the Financial Services Authority. However,

we are included in 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 assessed via the Financial Services Authority website at www.fsa.gov.uk/register

Sometimes litigation or pursuing a claim involves consideration of whether you should take out a policy of insurance. As we are not authorised by the Financial Services Authority, we may refer you to someone who is authorised to provide any necessary advice. As stated above, we can provide certain limited services in relation to investments, provided they are closely linked with the legal services we are providing to you, as we are regulated by the Solicitors Regulation Authority.

If you have any problem with the service we have provided for you in relation to the insurance issues please let us know. We will try to resolve any problem quickly and operate an internal complaints handling system to help us resolve the problem between ourselves

(see below). If for any reason we are unable to resolve the problem between us, then we are regulated by the Solicitors Regulation Authority which also provides a complaints and redress scheme.

22 Professional Indemnity Insurance

The firm maintains professional indemnity insurance in accordance with the rules of the Solicitors Regulation Authority. Details of the insurers and the territorial coverage of the policy are available for inspection at our offices.

23 Cash payments

In the event that you are required to make payment to us or to any other party we advise that we do not accept cash payments in excess of £500.

24 Governing law and disputes

The contract between you and Berrymans Lace Mawer LLP is deemed to be made in England and is governed by English law. Subject to any alternative dispute resolution procedure agreed with you from time to time, any dispute between Berrymans Lace Mawer LLP and you shall be subject to the exclusive jurisdiction of the English courts.