

Bond Solicitors Terms of Business

Please note that these terms of business may not be identical to those that accompany a specific client's Letter of Engagement and should be regarded as a guideline only.

Introduction

These Terms, together with our engagement letter, set out the basis on which we will provide our services, and they should be read together. In the event of any inconsistency between the letter and these Terms, the former shall prevail. The Terms will apply to all services rendered by us to you from time to time unless we have entered into a specific written agreement which expressly excludes or modifies them in whole or in part.

Bond Solicitors

Bond Solicitors is run as a sole practitioner, of which Monica Bond is the principal. The address of the office is at **Level 33, 25 Canada Square, London, E14 5LQ**. The firm is regulated both by The Law Society and by the Solicitors Regulation Authority and has a Solicitors Regulation Authority Number 424424. Our VAT registration number is 985 2970 66.

In these terms of business “we” or “our” refers to Bond Solicitors (“the Firm”).

Our Relationship with You

General Basis for Acceptance of Instructions

You will instruct us about the work you wish us to undertake and we will normally confirm our understanding of those instructions in our Letter of Engagement to which these terms are attached. After initial instruction you will:-

- provide all documentation relevant to the matter;
- safeguard and make available to us any documents which are likely to be required by us in order to deal with the matter;
- not ask us to work in an improper or unreasonable way;
- not deliberately mislead us;
- co-operate with us;
- and go to any medical or expert examination or court hearing.

Instructions will be accepted or declined in accordance with the Solicitors' Practice Rules 1990, as amended. We will take note of your instructions and comply with them whenever we can but subject to our overriding statutory common law and professional obligations. We are officers of the court and as such have duties and responsibilities to the court that can override or conflict with a client's instructions on rare occasions. You may at any time authorise us in writing to act on instructions from a third party on your behalf but at your risk.

We will only act on your behalf in a matter if we are retained exclusively by you on that particular matter. You are free to instruct other solicitors on other matters if you wish. Details of the solicitor with overall responsibility for your affairs and, if different, the person(s) with day-to-day conduct are set out in the accompanying engagement letter. Subject

Monica Bond, Solicitor

Sole Principal

This firm is authorised and regulated by the Solicitors Regulation Authority

Solicitors Regulation Authority Number: 424424

VAT Number: 985 2970 66

as above, we will be free to use such members of our staff or agents in connection with your business as we consider appropriate and in your best interests.

You will notify us in writing if communications are to be sent to you other than at the address or fax or email you have provided, and whether particular advice is to remain undisclosed to other persons associated with you. Unless you tell us not to do so we may communicate to you by email and do not accept responsibility for any breach of confidentiality which may occur, whether because of a fault or omission on your part or by any of your agents or the result of any action of a third party.

Where our services are supplied to two or more persons then your liability for our costs is joint and several; you will each be liable for any amounts due to us. If a third party or other source is to be responsible, this must be agreed with us before work is undertaken.

It is our practice to check for conflicts of interest in all cases at the outset. However, an actual or potential conflict between your interests and the interests of another advised party may arise during the course of a matter. If this situation arises during our dealings with you we will discuss it with you and determine the appropriate course of action. In order to protect your interests we may not be permitted to continue to act for you.

Our duty is to act on your reasonable instructions subject to our legal and professional duties. We will explain the legal work that may be required and keep you regularly informed of progress and communicate in plain language. We will advise you regularly on the costs and the benefits of continuing a matter. We will endeavour to advise on the timescale.

In certain matters, the Firm may, in its discretion, outsource work such as typing, photocopying documents, or obtaining transcripts of hearings. We select all such sub-contractors or agents carefully, but we wish to alert you to the potential risks to client confidentiality where external third parties are involved. Please kindly advise us now, in writing, if you object to this practice, so that we can immediately reflect your wishes.

In the event that the Firm has a relationship with a third party (for example a referrer or introducer) then this Firm will comply with disclosure requirements which arise out of the Firm's fiduciary duties and will comply with the Solicitors Introductory Referral Code 1990.

The Firm will notify you of any commissions received and will be dealt with in accordance with Rule 10 of the Solicitors Practice Rules 1990.

The Firm shall account to you for any commission received of more than £20 unless you have agreed for the Firm to retain it
Interest will be paid to you in accordance with Rules 24-28 of the Solicitors Accounts Rules 1998 as updated in October 2006

The Firm is limited in its ability to give tax advice and in the event that you require any tax advice then the Firm may refer you to an appropriate expert.

Complaints Handling Procedure

Bond Solicitors is committed to high quality legal advice and client care. We aim to offer all of our clients an efficient and effective service and we are confident that we will do so in this case. All Solicitors must attempt to resolve problems that may arise with their services. If you do have any concerns or dissatisfaction about your dealings with us:

First please contact Adrian Bond, our Compliance Officer:
Telephone: 020 7513 1113
Email: adrian.bond@bondsolicitors.com

Post to our office at the address on this letter

We have a procedure for handling complaints on our website at www.bondsolicitors.com, or Mr. Bond can send it to you.

If you are not satisfied with our handling of your complaint, you can ask the Legal Ombudsman to consider the complaint. Normally, you will need to do so within six months of receiving a final written response from us about your complaint. Contact the Legal Ombudsman:

Telephone: 0300 555 0333

Email: enquiries@legalombudsman.org.uk

Post: PO Box 6806, Wolverhampton, WV1 9WJ

A client may be entitled to apply for an assessment of a bill sent by the Firm under Part III of the Solicitors Act 1974, and must do so within one month of the bill being rendered. Please note that the Legal Ombudsman may not consider a complaint about a bill if a client has applied to the court for assessment of that bill. In addition, complaints and redress mechanisms are provided by the Solicitors Regulation Authority. See www.sra.org.uk for more details.

Termination

You may ask us to stop acting for you at any time by giving us written notice.

We will on giving reasonable notice, with explanations where we can, be free to refuse to act or continue acting in accordance with the Solicitors Practice Rules 1990 (as amended) and in particular if:

we are or may be in breach of the law or the principles of professional conduct by accepting or continuing to accept instructions

we consider there is or may be a conflict of interest or risk of conflict between your interests and those of any other client of ours.

any account rendered by us in respect of fees or disbursements has not been paid within 30 days of its date or any request for money on account of costs or disbursements incurred or to be incurred has not been complied with within two weeks of it being made.

We may also discontinue acting on other reasonable grounds.

If we stop acting we are entitled to be paid for all work done and can keep your papers until we have been paid. As solicitors we retain a lien over a client's file and upon any monies held in our client account or any deposit account pending discharge of our fees, subject to any applicable rules and regulations imposed by the Solicitors Regulation Authority

Continuing Obligations

Unless specifically otherwise agreed we shall not be under any continuing obligation to advise you of changes in the law which may affect advice previously given.

All communications generated between us during the currency of our retainer shall remain confidential and shall not be disclosed to any third party without consent.

As part of our commitment to provide a quality service to you we may, from time to time, invite suitably qualified external assessors periodically to review our files on a sample basis for compliance. Files are not made available to assessors if the subject matter is of a sensitive nature or where you specifically request that they should not be made available

Storage of Papers and Documents

The custody of deeds, wills, securities and other original documents of title is not a service we offer. We will keep papers relating to your matter for a period of 6 years from the conclusion

of the matter. After that, unless otherwise notified in writing, we will destroy them. In the event of copies of papers being requested, we will make a reasonable charge.

Preservation and Production of Evidence to us

In disputed matters, you are required by law to preserve all relevant, original evidence, including electronic data. This also includes evidence that does not seem advantageous to your case. When we request it, you must provide us with copies (not originals) of such evidence, for legally required disclosure to the other side.

Non-Contentious Business Agreement

These Terms and Conditions constitute our entering into a “non-contentious business agreement” with you made in England and Wales and governed by English law. Our charge out rates will be as set out in our Engagement Letter to you and your right to challenge those rates will be restricted.

We ask that you sign and return the attached copy of the Engagement Letter by way of confirmation only, but compliance with this formality will not affect the legality of this non-contentious business agreement which shall be deemed to be in place 48 hours after we have sent these Terms and Conditions to you, or where in reliance upon these Terms and Conditions we have commenced work on matters in accordance with your instructions (whichever is the sooner).

Our Liability to You

Professional Indemnity Insurance

In accordance with the disclosure requirements of the Provision of Services Regulations 2009, Bond Solicitors has professional indemnity insurance cover which meets the requirements of those and subsequent regulations and those of The Law Society. The limit of indemnity is £2,000,000. Our insurer is Travellers Insurance Company Limited, whose address is Exchequer Court, 33 St Mary Axe, London EC3A 8AG. Further details can be obtained from the Practice and Compliance Manager, Adrian Bond, on 020 7513 1113 or by email at adrian.bond@bondsolicitors.com

By instructing us, you agree that the amount that we shall be liable to pay to you, in total, on any claim or linked series of claims shall not exceed the sum of £2,000,000. If you do not consider this amount adequate and require a higher limit of indemnity, we may be able to purchase additional cover from our insurers, but this will be at an additional cost payable by you. If this is what you require you should notify us immediately in writing.

Limitation of Liability

This paragraph shall apply to any claim:– by you ; and if any duties are held to be owed to them, any related or associated individuals or companies to you, and any officers, employees or consultants of any of these entities; against the Firm.

Such claim shall be limited to such amount, not being less than £2,000,000 each and every claim, including claimants' costs, as is referred to in our engagement letter. All claims arising from the same act or omission, or from a series of related acts or omissions, shall be regarded as one claim.

If we notify you of any applicable limit on our indemnity cover, we shall in no circumstances be liable to you beyond the limits of such cover.

Your relationship is solely with the Firm and the Firm has sole legal liability for the work done for you and for any act or omission in the course of that work. No member, consultant or employee of the Firm, including the Principal, will have any personal legal liability for that

work whether in contract, tort or negligence. In particular the fact that an individual member consultant, employee or agent signs in his or her own name any letter or other document in the course of carrying out that work does not mean he or she is assuming any personal legal liability for that letter or document.

Computer Compliance and Email Communication

We do not accept liability for any loss directly or indirectly caused by, or contributed to, or arising from the failure or inability of any of your equipment or any computer generated program to recognise or correctly interpret or process any date or data as the true or correct date or data.

We can correspond with you and others on your behalf by email. However, the use of email is not secure and may result in someone other than the intended addressee becoming aware of its contents. Unless you instruct us otherwise, we will treat your acceptance of these terms as your consent for us to correspond with you or others on your behalf by email. You acknowledge that there is potential risk and you agree that where our emails are properly addressed we shall have no liability for any costs claims loss or damages whatsoever arising as described above.

Your Liability to Others

Other Side's Costs If Matter Goes to Court

Normally, but not always, the unsuccessful party pays some or all of the successful party's costs. Those costs may not cover all charges and expenses. Whether you win or lose, you will still have to pay us all our charges.

If you are successful, the court may order the other party to pay some or all of your costs. If so, interest can be claimed on them from that other party from the date of the court order. If we have worked on credit, we will account to you for relevant interest, and we will be entitled to that interest. In that case, you will be entitled to claim some or all of that interest from the other party.

In some circumstances, the court may order you to pay the other party's charges and expenses; for example, if you lose the case. The money would be payable in addition to our charges and expenses.

We have discussed with you whether the potential outcomes of the case will justify the potential expense or risk involved, including, if relevant, the risk of having to pay an opponent's costs. We have also discussed 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. You should also be aware that you will 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.

Taxation

In relation to monies due to you which are received by or through this firm, you undertake to indemnify us for any liability we may incur under the tax laws of any territory which require us to withhold tax or render us liable to account to any authority for tax (including penalties, fines and interest) on monies due to you (whether or not our liability arises from a default in payment of tax on your part).

Unless you have expressly instructed us in writing to advise on the taxation aspects of a transaction we shall not do so and our retainer will not include an obligation to consider such matters and your instructions are accepted on that basis.

Manner of Charges

Costs and Disbursements

This firm renders its fee notes at regular intervals and typically on a monthly basis. We will keep you advised of any future costs not anticipated in this Client Care letter and any further amounts we may require to be paid into our client account.

We normally agree the basis of charging in advance, and wherever possible we will, upon accepting instructions, give you an estimate of the likely costs involved and will revise that estimate from time to time if it becomes necessary. The charging basis will normally be set out in the Engagement Letter.

Our costs will also be assessed by reference to the other factors set out in the Solicitors' Remuneration Order including:-

- the complexity of the matter;
- the skill, labour, specialised knowledge and responsibility involved;
- the number and importance of documents prepared or considered;
- the amount or value of any money or property involved; and
- the importance of the matter to you.

In non contentious matters such as the drafting of contracts or agreements we will often give a fixed quote and that will be binding, subject to any unforeseen unusual circumstances which will be discussed with you and appropriate charging will be agreed.

Otherwise we will charge at an agreed hourly rate called the fee earners time cost rate. Time is calculated in multiples of six minute units and the applicable rates for each fee earner will be set out in the Letter of Engagement;

Our costs take into account our incidental disbursements such as normal postage and telephone charges. We will charge you for any other expenses we incur in connection with your business including printing, photocopying, exceptional typing requirements, couriers and any exceptional overseas telephone and/or fax costs.

You are responsible for paying disbursements and unless otherwise agreed to pay them in advance.

VAT is payable on fees and expenses at the applicable rate which currently is 17.5%.

Where we have to transfer money on your behalf we cannot do so until the money has cleared through the banking system. We may charge for this service.

Unless otherwise agreed, our charges will be payable whether or not any particular matter proceeds to completion.

Please note that we do not undertake work funded by the Legal Services Commission. If you believe you are entitled and we have not spoken about it you must tell us immediately.

Otherwise we will proceed on the basis that you wish to pay privately.

Please note that in certain circumstances we may consider conditional fees but you need to discuss this with us.

Basis of charges: We charge on a solicitor and own client basis as explained in our letter of Engagement

Time Cost rate: In calculating the time cost rate we will apply the time cost rate prevailing at the time of preparing the account. The rates charged for each fee earner are set out in our Letter of Engagement however the rates are reviewed periodically unless there are exceptional circumstances which mean that an earlier adjustment is required. Fees are a multiple of the time spent on a matter and the fee earners time cost rate. Disbursements are an additional cost.

Travel to meetings, court, conferences, etc: The firm charges for the time spent travelling to and from meetings, or other events on your behalf, outside our offices. These will be shown on time cost sheets as a separate line charge.

Disbursements: These will be charged as separate items and specific items will be detailed to depending on the case.

Please note the following are chargeable:

- Travel by car 50p per mile.
- Expenditure involved in any other sort of travel.
- Exceptional Photocopying at 50p per copy.
- Overseas telephone calls

Funding Your Legal Costs

It is your responsibility to arrange the funding of your legal costs, however we advise all clients to check whether they are covered for legal costs in any way. It is a term of business with every client that they undertake to check what insurance cover they may have in place that may assist the funding of your legal costs. Legal expenses insurance is often included in household insurance policies or insurance policies associated with bank accounts or credit cards. If you provide us with copies of relevant insurance policies we can determine whether you may have applicable insurance, however it is normal that in the first instance you will need to contact your insurer and provide both them and ourselves authority in writing so that we can contact them and help you to determine whether insurance cover exists to help fund your legal matter.

Payment on Account

It is normal for the firm to request payments on account which should be made to the firms general client account. In the Letter of Engagement we will advise you of a budget for the various stages of the anticipated legal work that we will undertake. Within that letter of Engagement we will set out the initial sum that needs to be deposited in the Firms general client account. The sums deposited in the general client account will be used to pay, fee notes, disbursements and any VAT arising on fees and disbursements. You agree that where we hold funds for your credit in our client account we shall on the delivery of an invoice utilise those funds (to the extent of such funds) in settlement of that invoice including disbursements shown thereon which have been paid or are to be paid or any other monies or sums due to us that are outstanding. We will advise you of all fee notes, typically by an email copy of the fee note accompanied by a time/cost analysis and an analysis of disbursements. The fee note will identify the transfer of funds from our general client account to the Firms Office account to satisfy the settlement of fees incurred, disbursements that have arisen and accompanying VAT. We will regularly provide you with an analysis showing the movement of your funds into and out of the general client account.

As a matter develops, the firm will provide updated estimates of fees and disbursements that are anticipated in the future plus from time to time requests for further payments on account. A failure to meet requests for further payments on account may result in work being suspended on your matter until you have paid funds into the general client account. We are

required under Solicitors Account Rules to regularly reconcile the sums in our general client bank account to the individual sums deposited and available.

We bank with Lloyds Bank plc and have notified the bank that we deposit monies from multiple clients into a single general client account. On this basis, each client has Bank of England protection in case of a bank collapse, which is currently £50,000.00 (or such other amount as may be in force from time to time). We will not be liable to any client for any monies lost by virtue of a bank collapse, failure or any similar event, nor will we be liable for any consequential loss arising resulting from an inability to withdraw such funds, other than may be prescribed by law or by the Solicitors Regulation Authority.

Once all matters are concluded, we will deduct from your money held on this firm's client account:

- all fees properly due to this firm;
- all disbursements incurred on your behalf.
- We will then repay to you any balance remaining in your favour.

Payment of Fees and Disbursements

Any invoice rendered by us is payable on presentation. Interest will be charged on all overdue debts at a rate of 4% above Lloyds TSB rate with a minimum of 8% per annum.

We may from time to time deduct sums due to us from monies in hand on your account.

We will from time to time invoice you on account of the final bill for costs and disbursements. Such invoices may be sent periodically in accordance with our Engagement Letter, normally on a monthly basis unless an exceptional amount of chargeable time is accumulated during a month or at any natural break in the instructions.

If you have any query about your invoice, including the bases on which it has been calculated, you should contact the solicitor with day-to-day responsibility for your work as soon as possible and in any event within 30 days, after which we will treat the amount shown in the invoice as recoverable by any means.

Other Regulations

Data Protection Act 1998

The Firm, as a data controller, is bound by the requirements of the Data Protection Act 1998. You agree that we may obtain, use, process and disclose personal data to enable us to discharge the services agreed under this engagement, and for other related purposes including updating and enhancing client records, analysis for management purposes and statutory returns, crime prevention and legal and regulatory compliance.

Money Laundering Regulations 2007

In order to enable us to satisfy our obligations under these Regulations and related legislation, it will almost always be necessary for you to supply appropriate proof of identity before we are able to act or continue to act for you or for any principal whom you may represent. We will also not be able to receive any funds from, or pay any funds to, you or on your behalf unless all necessary identification and other procedures have been satisfied for the purposes of the Regulations.

For individuals and partnerships, proof of identity will usually be a current valid passport, driving licence, recognised identity card or equivalent showing your name, date of birth and photograph, together with a current utility bill or equivalent confirming your address. For companies, we will usually require a copy certificate of incorporation or copy audited

statutory accounts together with personal identification as above in respect of some or all of the company's directors. In the case of a company incorporated overseas, there should also be a certificate from lawyers qualified in the relevant jurisdiction to the effect that the company is properly incorporated, together with evidence of the company's directors and of the authority and identity of the persons instructing us.

In the light of the Regulations and for insurance reasons we do not normally accept cash payments from or on behalf of clients unless it is at a pre-instruction meeting and then only for limited amounts.

Proceeds of Crime Act 2002

We are prohibited by this Act from acting for or advising a client in relation to the acquisition, retention, use or control of the proceeds of any crime or any attempt to conceal, disguise, convert or transfer any criminal property or to remove it from the jurisdiction, or from being involved in arrangements relating to such activities. The proceeds of crime and criminal property are widely defined for these purposes to include any activity (including tax evasion) carried on anywhere which would be illegal if carried on in the UK.

We have a legal obligation to report to the Serious Organised Crime Agency any person, including a client, suspected of involvement in activity covered by this Act. As a result we reserve the right to make all disclosures to relevant authorities as required by law, without notice to you, and if appropriate to cease acting for you without giving any specific reason. These obligations override our normal duty of confidentiality to you. We will not accept any liability for any loss or damage that you or any third party may suffer or incur on any account for any action taken, or not taken, by us in good faith with a view to complying with this Act or any related legislation.

We may also require confirmation from you of the source of any funds, in particular any remitted from overseas, and whether all necessary tax has been paid and all necessary returns made in relation to any overseas funds. We reserve the right to require further information and supporting documentation as appropriate.

Equality and Diversity

The Firm is committed to promoting equality and diversity in all of its dealings with clients, third parties and employees. Please contact us if you would like a copy of our equality and diversity policy.

Financial Services and Insurance Mediation

We are not authorised under the Financial Services and Markets Act 2000 but we are able in certain circumstances to offer a limited range of investment services to the client because we are members of the Law Society. We can provide these investment services if they are an incidental part of the professional services we have been engaged to provide.

If you have any problem with the service 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 resolve the problem between ourselves. If for any reason we are unable to resolve the problem between us then we are regulated by the Law Society which also provides a complaints redress scheme.

The Firm is not authorised by the Financial Conduct Authorities. 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 Law Society. The register can be accessed via the Financial Conduct Authority website at www.fca.gov.uk.

These Terms of Business shall not affect any provision of the general law or professional standards applicable to the relationship between us and you as solicitor and client.

We will not be liable to you or any third party if we are unable to perform our services as a result of any cause beyond our reasonable control. If any such event should arise, we will notify you as soon as reasonably practicable.

The Firm is regulated by The Law Society of England and Wales. The firm is not separately regulated by the Financial Services Authority but it is able to offer a limited range of investment services to clients where they are an incidental part of the professional legal services we have been engaged to provide.

Contracts (Rights of Third Parties) Act 1999

Unless the right of enforcement is expressly granted, it is not intended that a third party should have the right to enforce a provision of these Terms and Conditions under the Contracts (Rights of Third Parties) Act 1999.

The parties to these Terms and Conditions may rescind or vary them without the consent of a third party to whom an express right to enforce any of the Terms and Conditions may have been provided.