



Fishmongers' Chambers
1 Fishmongers' Hall Wharf
London EC4R 3AE

TERMS & CONDITIONS

These are MFB Solicitors' Terms & Conditions ("Terms"). These Terms are applicable to any matter in respect of which we have agreed to provide legal services to you and explain the basis upon which our firm acts for you. They also contain additional information relevant to the handling of your matter.

As these are our Terms, we shall also send you a separate letter identifying to whom the services are being provided, the scope of the work our firm shall perform and estimated costs of the matter being handled. Any subsequent variations to the scope of the work shall, where possible, be confirmed to you in writing. Together the separate letter (including any subsequent variations) and these Terms shall be the terms and conditions applicable to the services being provided to you.

Please note that these Terms shall not create any obligations to or rights for any party other than the client identified in the separate letter. The provisions of the Third Parties (Rights under Contract) Act 1999 are expressly excluded and shall not apply to the contract for the services being provided.

The Personnel Handling Your Matter

Our policy is that a partner in the firm will have responsibility for the handling of the matter. The identity of the partner responsible and the names of the person(s) handling your matter will be confirmed to you in the separate letter. If you have any questions arising from the handling of your matter, please contact the responsible partner without delay.

Keeping You Informed

It is important that you let us know the name(s) and contact details of the person(s) to whom we should be reporting and from whom we are authorised to take instructions. You should also advise us how often those persons will require information on the progress of the matter to enable us to deliver the level of service you require.

E-mail

We shall communicate with you by normal non-encrypted e-mail unless you request otherwise. This form of email is not secure or always guaranteed to reach the intended recipient. You accept the risks in terms of delayed or non-

delivered or mis-delivered messages and possible breaches of confidentiality of the contents of e-mails. If you are sending important instructions or information relating to your matter, and you do not receive a prompt acknowledgement, please telephone the intended recipient to confirm that your communication has been received.

Whilst we try to check e-mails for the presence of computer viruses, we cannot accept any liability for any loss, damage or expense arising from or in relation to any computer viruses. You may also want to note that, for the benefit of all our clients, we may monitor all e-mail communication.

Cybercrime and Fraud

Please be aware of the increase in cybercrime and fraud, such as identity theft. If you receive an email that appears to come from us and provides different bank account details or indicates a change of bank details, it is unlikely to be genuine. Please do not reply to the email or act on any information contained in it. Contact us immediately (checking that you have the correct number for us) to confirm the account details. We will not be responsible if you transfer money to the wrong bank account.

Criminals can also infiltrate ("hack") email systems, intercept messages and hi-jack email accounts. They can send messages that appear to have come from the person to whom the email address belongs, without that person's knowledge. In the absence of fraud on our part, we will not incur any liability to you for any loss arising by reason of any interference or interception made of any communication in transit to or from us, or if transmitted by unauthorised persons whether or not resulting from an act or omission on our part.

Please also be aware that in cases of identity theft, persons might claim ownership of someone else's property, rights or assets and might produce fraudulent documents to evidence their claim. We will raise any concerns we may have with you in this regard but we will assume information we receive is genuine, unless it is clear to us that it is not. We do not guarantee that persons with whom you may transact are who they claim to be or the accuracy of information they may present to us regarding their property, rights or assets. We accept no responsibility for any losses you may incur due to identity theft.

Our Professional Fees

These are calculated by reference to the time spent in dealing with your matter, unless we agree otherwise, for example if we agree a retainer arrangement. For some types of work, such as transactions or specific tasks, we may be willing to agree a fixed or capped fee, or a fee that is based on the transaction value or by reference to the outcome of the matter. We are generally not willing to do this for litigation. Where our hourly rates apply we will charge at the rates advised in our separate letter for each hour engaged on the matter and, for contentious matters, by reference to units of 1/10th of an hour. We will charge for meetings with you and others; travelling and waiting; considering, preparing and working on papers/documents; correspondence; making and receiving telephone calls; and where the work involves hearings and trial for attendance at the Court or Tribunal and for filing documents at Court and other such clerical tasks. We may also charge for time spent documenting the arrangements under which we will provide legal services to you. Details of the current hourly rates for the person(s) handling your matter will be confirmed in the separate letter. Please note that our hourly rates are periodically reviewed and you will be notified in writing of any increase in hourly rates. If you do not accept the new rates then we reserve the right to cease acting for you. If applicable, Value Added Tax (VAT) will be added to the hourly rates.

Any special fee (such as a fixed or capped fee) we agree for a matter or specific task will not cover additional work not identified when the arrangement was agreed.

Expenses (Disbursements)

We require you to pay for expenses or payments to third parties (disbursements) incurred on your behalf in handling of your matter (to which VAT will be added, where applicable). These will generally be billed at the same time as we invoice you for our fees, but may sometimes be billed at another time. Examples of disbursements that may be incurred during the handling of your matter could include photocopying charges (our current in-house photocopy charge is 11 pence per A4 sheet, external photocopying charges are charged at cost); data storage/processing charges (including CD ROM, flash-drive and “cloud” based storage) telephone, facsimile and postage charges; courier charges; foreign lawyers’ fees; travel expenses and translators’ or interpreters’ fees. If our work involves dispute resolution, disbursements might also include barristers’ fees, expert’s (including cost draftsmen’s) fees; court fees; mediator’s fees; arbitrators’ fees and expenses. For non-contentious work they might also include notary fees; registry fees; search fees; stamp duties and other transaction taxes. If we have agreed to fix or cap our professional fees, this will not extend to third party disbursements, unless otherwise agreed in writing. We reserve the right not to incur disbursements on

your behalf until we have received payment of monies on account of disbursements.

Value Added Tax (VAT)

All quotations or estimates of fees that we give are subject to the addition of VAT. Most expenses that we pay on your behalf will also be subject to the addition of VAT. If our services are subject to VAT, you hereby indemnify us in full on demand for any interest, penalties or legal costs incurred as a result of any information you provide to us in relation to your VAT status being incorrect.

Invoicing Arrangements

Generally, we will invoice you for our professional fees and/or disbursements monthly but this depends on the fee structure we have agreed with you (which will be set out in our separate letter). We will also send you a final bill after completion of the work. However our fees and disbursements are payable even if the matter to which they relate is not completed. Unless otherwise agreed, our invoices are due and payable promptly and must be paid without deduction or withholding, unless that is required by law. If it is required by law, then you shall pay to us such amount as we would have received, but for such deduction/withholding.

You agree to accept delivery of invoices by email. Receipt by you of our invoice will constitute notice to you of the amount due. Invoices will briefly summarise the nature of the work carried out. You may request further information regarding such work but we reserve the right to charge for dealing with such requests.

Please note that if we do not receive payment within one month of the invoice date, then we shall have the right to charge interest at 8% per annum on the amounts outstanding. You remain liable to pay our fees and disbursements even if someone else agrees to pay (or is ordered to pay) them, so if for any reason that person does not pay those sums when due, then you will have to do so. For completeness, you may want to note that you have the right within certain time limits to apply to the English High Court for the assessment of our firm’s invoices. If you have any questions concerning our professional fees and/or disbursements, you should contact the partner responsible for your matter without delay.

If an invoice remains unpaid and we decide to commence legal proceedings against you to recover the sums due, then we will be entitled to recover from you the legal costs that we incur in connection with those proceedings at our standard hourly rates, together with all disbursements (including fees of Counsel and any overseas lawyers that we may engage for this purpose).

Where an account is overdue we are entitled to exercise a lien over files and documents belonging to you, until our account is settled. We also reserve the right to either suspend our services or to cease acting for you altogether (see paragraph “Cessation

of Work/Termination”).

Funds on Account

We may ask you to pay us an amount or amounts in advance to meet payment of anticipated fees or disbursements and/or to provide security for them. Upon receipt of the monies on account it is understood by you that we may draw upon the money for the payment of our fees and disbursements as they become due. It is important that you understand that our total professional fees and disbursements may be greater than any advance payments.

Monies held in our client account

When money is received on behalf of a client it will be paid into a general client account with Royal Bank of Scotland, the firm’s bankers. This general client account will hold pooled amounts for different matters and clients.

Interest is paid by Royal Bank of Scotland to us on the aggregate of all client money held in the general client account and, subject to any interest paid to clients, is for our benefit.

Interest will be paid before the deduction of tax with the responsibility for declaring to HMRC that interest has been received resting with the recipient.

In the event that the calculated interest accruing to a client for the duration of the matter is less than £20 no interest will be paid to the client on the basis that it is a de-minimis amount. The firm takes the view that any amount below £20 is reasonably retained by the firm to cover the administrative costs of dealing with client funds.

If we hold money in a separate designated client account on your behalf, we will account to you for all the interest earned on that account (if any) but we accept no responsibility for obtaining the best achievable, or any specific, rate of interest.

Where client money is held in a foreign currency the rate of interest paid will take into account the rate of interest received from the bank on money held in that currency and will be calculated on a fair and reasonable basis for both us and the client.

We will not be liable to repay any money that we hold for you in our client account which is lost as a result of a failure of the bank.

Cost Estimates

We shall provide you with an estimate of the costs of the work to be undertaken where possible, based on our understanding of the scope of work at the time that the estimate is given. Where the matter is contentious, estimates may be required by Court for the purposes of certain proceedings. Any estimate given is not binding and is for general guidance only and the actual costs incurred could be more or less than the estimate. If, in the course of a particular matter, we have not heard from you within a reasonable time of giving our estimate, we may proceed with such work as is, in our

discretion, necessary or desirable to progress the matter in accordance with such instructions as we have previously received from you. The giving of an estimate will not prevent us from charging for work you have instructed us to undertake which is evidently in excess of or outside the scope of our original estimate.

We shall advise you, as soon as practicable, if any unforeseen additional work becomes necessary (for example, due to unexpected difficulties or if your requirements or the background circumstances significantly change during the course of the matter) and of its estimated cost, in writing, at the time that the scope of such additional work becomes clear and before any extra costs are incurred.

Please note that cost estimates do not include any expenses or payments to third parties (disbursements) which we may have to incur on your behalf unless that is expressly stated.

Our Liability

Nothing in these Terms will limit any liability that we may have to you in respect of any loss caused by our fraud, fraudulent misrepresentation or reckless disregard of our professional obligations or in any other situation where the law prohibits us from excluding or limiting our liability to you, including in respect of any death or personal injury resulting from our negligence. In all other cases, we limit our total liability for any claim made in respect of our negligence and/or breach of contract and/or other acts/omissions in any other way arising from our handling of your matter in three ways, described below:

First, to a maximum of £10 million (subject to downwards adjustment as set out below), unless we have agreed a higher level of liability with you in writing. Any higher limit will apply only to the specific matter to which that agreement relates.

If, in relation to a specific matter, you need a higher limit on our liability, then you need to tell us this either before or within 14 days of our starting to act on that matter (and in any case before the work is complete) so that we can discuss with you and agree and document an appropriate limit.

Please note: Our standard limit on liability takes account of our usual fee rates and accordingly we reserve the right to increase our fees in the event that you require a higher limit on our liability. If our insurance cover changes during the course of the matter, then our liability limit may also change. It will not increase beyond £10 million, nor will it fall below £2 million. However, if it falls below £10 million we will notify you. When we do so, our limitation of liability in respect of any future acts/omissions will be adjusted accordingly. To reflect our insurance cover, all claims arising from one act, error or omission or one series of related acts, errors or omissions will be regarded as one claim.

Second, the extent to which any loss or damage will be recoverable by you from us will also be limited so as to be in proportion to our contribution to the overall fault for such loss or damage (including interest and costs) suffered by you which is ascribed to us by a Court of competent jurisdiction, taking into account any contributory negligence by you and any negligence by your other advisers and/or any third party responsible to you and/or liable in respect of such loss or damage.

If you start proceedings against us for loss or damage and there is another person (for example, another adviser) who is liable or potentially liable to you in respect of the same loss or damage, then you will if we so request join them into the proceedings. This is subject to any legal prohibition against joining them in that way.

Third, we shall not in any event be liable for loss of profits, business, revenue, goodwill or anticipated savings or other benefits, management time, third party liability, loss of data or any other asset and/or any indirect or consequential loss or damage.

Our liability to you will not be increased as a result of any change in legislation, government regulations, administrative rules and/or rates of taxation (together "Changes") that take place after we cease to act for you in connection with this matter. This is so, whether or not such Changes have retrospective effect.

Litigation: your costs and those of the other party

If we act for you on a contentious matter you will be responsible to us for all the legal fees and expenses that you incur although you might be able to recover some of them from your opponent. The English Courts and arbitrators have the power to order the unsuccessful party to pay the successful party's legal costs and expenses of the case and we shall advise you more fully on these aspects at appropriate occasions during the handling of the matter. For present purposes, the following general points should be noted:-

- An unsuccessful party may be ordered to pay the successful party's costs (and, if applicable, arbitrators' fees and expenses) of the proceedings.
- An order to pay costs may be made at any stage of the proceedings and the unsuccessful party may be ordered to make immediate payment of costs.
- Sanctions can be imposed for failure to pay costs by the appropriate deadline.
- The amount of costs and expenses to be paid to the successful party are assessed by the arbitrators and/or the Court (as the case may be) if the amount cannot be agreed.
- The unsuccessful party may be ordered to make a payment on account of the ordered costs pending assessment of the costs.

- Even if successful a party may in certain circumstances have part or all of their costs disallowed.
- Assessment of costs on the usual or standard basis can result in the successful party being awarded a proportion of the legal costs and expenses incurred (usually of the order of 60-80% of the legal costs incurred depending on the nature of the work carried out).
- Interest may be payable on the costs from the date of the costs order until payment.
- Costs awarded against an unsuccessful defendant that has turned-down a "Part 36 Offer" from the claimant to settle the matter, in circumstances where the claimant then obtains a judgment that equals or betters that offer, can be uplifted. This is so in terms of the scope and amount of recoverable costs and the interest payable on them. The damages award, if any, can also be uplifted.

Thus (subject to the points mentioned above) if you are successful with your case (or parts of it) the opponent may be ordered to pay your legal costs and expenses. We should, however, warn that even if successful you may not be awarded all of the legal costs and expenses incurred in your case and there is the risk that the opponent may fail to pay you the costs awarded. You should also take note that if you are unsuccessful with your case (or part of it) then you may be ordered to pay the opponent's legal costs and expenses.

Please note that you shall remain responsible for payment of all of our professional fees and disbursements incurred in your case even if you are unsuccessful with your case or you are successful, but are unable to obtain payment of your costs from your opponent. You agree that we may retain any damages or costs or interest received or recovered in respect of our unpaid and unbilled professional charges and/or disbursements.

Litigation: Third Party Funding Arrangements

As explained, you will be responsible for payment of our professional fees and disbursements incurred in your case and, if unsuccessful, you may also be ordered to pay your opponent's legal fees and expenses. Your liability for these fees and expenses may be covered by insurance which you may already hold, for example Directors and Officers indemnity insurance. Please check your policies to ascertain whether or not you have any cover. Alternatively, you may wish to obtain "After the Event" (ATE) insurance cover for some of the costs of the dispute. If you require any advice from us on funding of your legal costs and expenses, then you must let us know otherwise it will be presumed that you do not require advice from us on the possible funding arrangements for your legal fees or liabilities.

Money Laundering Reporting Procedure

For the protection of all our clients, we operate a

money laundering reporting procedure. This may include us requesting you to provide evidence of your identity. Also, in certain circumstances, information will be revealed by us to the appropriate authorities in relation to any suspicion of money laundering.

Storage of Papers & Documents

We shall retain all your papers or documents relating to the matter in our possession for no more than six years after the date of the final bill rendered by us in the matter. It is understood that after the expiry of this date we have your authority to destroy the papers or documents, including any original documents (this does not apply to original documents you specifically ask us to keep in safe custody). We reserve the right to charge for any unusual storage arrangements or for time spent retrieving or performing any requested work on or in connection with the papers or documents. Please note that we also have the right to keep all your papers and documents and copies relating to the matter and we shall be under no obligation to provide copies whilst there are any professional fees and/or disbursements owing to us.

Unless we agree otherwise in writing, our responsibility for any deeds, documents, certificates or other items held by us on your behalf is no more than to use reasonable care to ensure the physical security of such items.

Cessation of Work/Termination

You may terminate our engagement by notice in writing at any time provided that if you do so then you will be obliged to pay our professional fees and/or disbursements incurred up to the date of termination and we will be entitled to keep all of your files and documents for so long as there is any money owing to us. With respect to contentious matters, if we are on record at Court as acting for you, then the consent of the Court may be required before we can come off the record. In that case, your right to terminate our engagement may be restricted until such time as the Court gives that consent and you will remain liable for all fees, disbursements and third party costs incurred until such time as the Court gives that consent. You agree to provide us with such signed documentation as we may require so that we may be removed from the Court record.

We may suspend work on your matter or cease to act at any time, but we will only do so for good reason, for example, in the event you fail to pay our bills when due or if you fail to provide us with adequate instructions or if you fail to provide us with requested funds on account within the time specified by us or if we consider that there is a conflict of interest or that, for whatever reason, your interests will be better advanced by other representation. If practicable, we will give you at least 7 days' notice of our ceasing to act in the matter and the grounds on which the notice is based. However, we reserve the right to give you

an immediate notice of our ceasing to act in the matter if this is justified in the circumstances. Upon giving notice of ceasing to act we will not be obliged to do any work on your matter, although if we do work, then you will be charged for the work performed in accordance with these Terms. You will be required to pay our charges for work done and for expenses incurred up to the date of our ceasing to act in respect of your matter.

Conflicts

Conflicts between your interests and those of another client may arise. If there is a conflict of interest then we might have to cease acting for you. In that case, all fees and disbursements and VAT (if applicable) up to the date of termination will be charged and become due and you agree that we will not be under any obligation to disclose to you, or use on your behalf, any documents or other information in respect of which we owe a duty of confidentiality to another client, former client or third party.

Confidentiality and Disclosure

We have a duty to keep the affairs of our clients and former clients confidential except where disclosure is required by law or by the clients or former clients concerned. In certain circumstances, such as in order to comply with Money Laundering Regulations and the laws relating to terrorist financing or the proceeds of crime, we may have to provide client information to regulators, including the National Crime Agency. We may also be prevented from informing such clients that a disclosure has been made or why, because the law prevents "tipping off".

Further, where another party, such as an insurer, pays for us to deal with your case, we will be obliged to reveal details of your case to it. That other party may have the right to call for and inspect your file.

Our auditors conduct regular audit checks on our practice, and have both physical and on-line access to client files in the course of their audits. They are required to maintain confidentiality in relation to your files.

If we receive requests, either directly from you, or from your accountants and/or auditors, for confirmation as to whether:

- we are instructed on your behalf;
- any matters are of a litigious nature;
- we hold any deeds or documents for you;
- there are any outstanding bills owed to us; or
- there is any unbilled work in progress,

then you agree that we may provide details to them, as requested. We reserve the right to charge on a time basis for work undertaken in responding to such requests.

Data Protection Act 1998

As a controller of personal data, we are under an

obligation to comply with data protection law set out in the Data Protection Act 1998 and any other regulations made under that Act. By giving us your personal information you consent to us processing and storing your information so that we may provide you with legal services, comply with your instructions and generally administer and take care of our relationship with you.

In addition, you consent to the transfer by us of any data which we hold about you, your affairs, employees or associates to lawyers retained by you or by us on your behalf in any other jurisdiction in accordance with your instructions or if in our discretion such transfer is necessary or desirable for the progress of a particular matter. Certain of those jurisdictions may not have data protection laws equivalent to those in the UK. We will not be liable to you for any unauthorised processing of such data in those circumstances.

Independent Services

When we are asked to recommend the services of a third party (such as an adviser, broker, accountant, expert, trademark agent or foreign lawyer) we shall always do so in good faith. However, we give no warranty or other assurance in respect of the standing, ability or the quality of the services of any third party we may recommend or otherwise instruct with respect to your matter. We do not accept liability for that third party's services or for the accuracy or appropriateness of their advice and you will have a contract with that third party, but not with us, in respect of that third party's goods or services. You will be responsible for the fees and expenses of that third party.

Excluded Advice

Our advice will not extend to advice on the tax or pensions implications of the work that we are doing for you. Any such advice required shall be provided by third party advisers and if and to the extent that such advisers are recommended by us, then our terms regarding independent services (see above) shall apply.

Advice on Foreign Law

All of our advice is given on the basis of the laws of England and Wales. To the extent that we advise on documents governed by the laws of those other jurisdictions, we will not be advising on any specific implications of such other laws.

We may obtain advice on your behalf from lawyers qualified in jurisdictions other than England and Wales. This advice may be communicated directly to you by those lawyers, or may be set out in communications sent to you by us. In either circumstance, we will not be liable for the accuracy or appropriateness of such advice.

Scope and Use of Advice

We will exercise reasonable skill and care in giving our advice with respect to your matter. However, the decision as to how to proceed with a matter

remains solely with you (subject to the express terms of our engagement) and our advice does not constitute a recommendation as to how to proceed. Our advice is not to be used (and we accept no liability whatsoever if it is used) in connection with any other matter or in a context which is wider than that for which it was given or for which it was contemplated under the terms of our original engagement. Advice and documents given or prepared for one matter may not be used by you for any other purpose and we accept no responsibility for any such use. Further, our advice and services are given to you and not to anyone else; we do not accept liability to any person except you, even if you pass our advice on to a third party.

Updating of Advice

We will not, unless we have accepted your instructions to do so, update any advice to reflect any event or change in the law occurring after our original advice has been given.

Standard of Care in Exceptional Circumstances

If you instruct us to advise in relation to any matter in timescales which are insufficient to enable us fully to consider or research all relevant issues, the standard of care which you are entitled to expect from us shall be no more than that which may reasonably be expected of us in the circumstances.

Financial Services

We are not authorised under the Financial Services and Markets Act nor are we regulated by the Financial Conduct Authority because we only carry out regulated activities within a limited scope, namely: giving generic advice about options available, rather than specific investments, dealing in investments as agents for clients, making arrangements concerning clients' investments and safeguarding and administering clients' investments. We will undertake these activities only where they are a necessary part of our legal service to you. We will not take any payment for these services in addition to our ordinary charges to you.

Application of these Terms

These Terms supersede any earlier terms of business we may have agreed with you and, in the absence of express written agreement to the contrary, will apply to the services referred to in any retainer letter accompanying these Terms and all subsequent services we provide to you.

Maintaining the Level of Service

We want to give you the best possible service. However, if at any point you become unhappy with the service we have provided to you or you have concerns about your bill then you should inform us immediately so that we can do our best to resolve the problem for you. In the first instance please contact the partner responsible for the handling of your case. If that does not resolve your concern or you consider that is inappropriate we also operate a

formal complaints handling procedure and Mr Simon Wolsey is the partner appointed to deal with complaints. Please use email swolsey@m-f-b.co.uk or contact us by letter at our postal address marked for his attention and with the file name and "Complaint" in the message. A copy of the firm's written complaints handling procedure is also available upon request. In the event that you do have any concerns, we would ask you to raise them with us as soon as possible so that they can be dealt with promptly.

We have eight weeks to consider your complaint. If we are unable to help you, then you can have the complaint independently looked at by the Legal Ombudsman.

The Legal Ombudsman can investigate complaints up to six years from the date of the problem happening or within three years of when you found out about the problem. If you wish to refer your complaint to the Legal Ombudsman this must be done within six months of our final response to your complaint. If you would like more information about the Legal Ombudsman their contact details are as follows:

Visit www.legalombudsman.org.uk

Call 0300 555 0333 between 8.30am to 5.30pm.

Calls to 03 numbers will cost no more than calls to national geographic numbers (starting 01 or 02) from both mobiles and landlines.

Calls are recorded and may be used for training and monitoring purposes.

For minicom call 0300 555 1777

Email enquiries@legalombudsman.org.uk

Legal Ombudsman
PO Box 6806,
Wolverhampton,
WV1 9WJ

Do not send original documents to the Legal Ombudsman. They will scan any documents you send us to make computer copies and then destroy the originals.

Law and Jurisdiction

The services provided to you by us in connection with your matter (wherever they are performed), these Terms and the terms of our separate letter shall each respectively be governed by and construed in accordance with English law and any disputes or claims (whether contractual or non-contractual), that arise out of or in connection with our services or these Terms or our separate letter shall be subject to the exclusive jurisdiction of the High Court of Justice in London.