

Date
Our Ref EKP/EKP/PSHARED.LPEARSON/4396733.1SJI.KN
Your Ref

Private and Confidential
Name

Dear David

Provision of our legal services in connection with TESTING

Please read this carefully as it contains the terms and conditions of our engagement with you. If you agree, click the green “sign” button and follow the simple instructions. Alternatively you can print, sign and return a copy to us by post or email.

As part of our environmental sustainability policy, we will not send you a paper copy of this document, however you will receive the attached document via email.

Please agree as quickly as possible. In the meantime, we shall assume that you are in agreement with this letter and our terms if you continue to instruct us after receipt of this letter and we commence work for you.

I am writing to confirm the basis on which this firm would be pleased to act for you in relation to the above matter. Appendix 1 to this letter sets out our basis of charging fees and disbursements and the assumptions on which they are based. When I can accurately identify a more precise brief I will be happy to provide you with a better estimate of costs, but for the initial and foreseeable part of our retainer I propose to limit this Firm's fees to £1,000 plus VAT and disbursements.

Stuart Irons will have overall supervision of this matter which will be conducted primarily by those people listed in Appendix 2 to this letter.

In addition to the terms set out in this letter, our engagement is subject to our General Terms of Business and our Litigation supplemental Terms of Business ('our terms') which are sent to you with this letter. Please note that clause 12 of our terms contain important provisions limiting our liability to £10 million and other restrictions on our liability. These provisions are important and you should read them carefully. If these limits are not sufficient for your purposes, or you require any explanation of the provisions, please contact me to discuss this further; if appropriate we may then consider whether we are able to provide a higher limit or alternative provisions at extra cost.

I hope that you will be pleased with the service we provide but if you have any problems please contact me in the first instance. We are also happy to let you have a copy of our complaints procedure at any time. Please request a copy of our procedure or visit our web site: www.brabners.com. If our internal procedure does not resolve your complaint satisfactorily you may be able to make a complaint to the Legal Ombudsman – details are set out in our complaints procedure and clause 20 of our terms.

Please note that the Proceeds of Crime Act 2002 means that, if funds are needed for the matter at any stage, I am required to ask how such funds will be derived.

We operate on the basis that you may end your instructions to us at any time by letting us know. You only have to pay for the work done and expenses incurred up to that time. Finally, I should be grateful if you would sign and return one copy of this letter together with one copy of the Litigation Supplement retaining one copy of both for your own records.

In the meantime, we shall assume that you are in agreement this letter and our terms, including clause 12 (limitation), if you continue to instruct us after receipt of this letter.

If you have any questions or comments at all, please do not hesitate to contact me.

Kind regards.

Yours sincerely

Stuart J. Irons

Stuart Irons
Partner

DD: 01772 823 []

Fax: 01772 201 918

Email: stuart.iron@brabners.com

APPENDIX 1

Our Work

1. We anticipate from the instructions we have received from you so far that our work will comprise the following:

Work	Fee Estimate
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We will normally contact you by email, letter or telephone.

Our scope of work for this engagement does not include and we will not have any responsibility or liability for the following matters:

- **Tax and VAT matters.**
- **Pensions and Insurances advice and requirements.**
- **Environmental, Flood Risk and Health and Safety issues.**
- **Claims against other professional advisers.**

Whilst we are not responsible for these matters, they may be important to you and you should seek independent professional advice on them.

Please also refer to clause 2 of our terms and note that our work does not include and we will not have any responsibility or liability for advising on the fairness and reasonableness of the commercial terms of any transaction or of any settlement or compromise.

Our Estimated Fees

We agree to advise you, if you wish, of the charges accrued on a monthly, or quarterly basis as you request. Please refer to Clause 3 of our General Terms of Business and our Litigation Supplemental Terms of Business.

Where work is required outside our scope of work in paragraph 1 above and/or outside the assumptions detailed in paragraph 7, where the nature and extent of the further work in our reasonable opinion can be judged with accuracy we will give you a further estimate for such further work. Where such further work cannot be reasonably estimated and you instruct us nevertheless to carry out further work to meet your requirements, then our normal then current hourly fee rates will apply.

We will provide you with an update on costs incurred to date on request.

If you have a limited budget, please advise us in writing so that we can ensure that it is not exceeded.

Our estimate above does not provide for:

Any advice or work not included above, or for which an estimate has not been given;

Any advice or work arising from changed circumstances or legislation; or

Our advice or work arising from your changing our instructions or acting differently from the original basis of instruction.

1. **Fee Rates**

Our current hourly fee rates (excluding VAT and disbursements) are:

Partner: £275.00

Assistant Solicitor: £210.00

2. **Invoicing**

In addition to clause 4 of our terms, we reserve the right to invoice you for our fees and disbursements:

2.1 at monthly intervals:

2.2 on the completion of material stages of the matter; and/or

2.3 on the completion, or what in our reasonable opinion is the termination, of the matter.

We will ensure that you are aware of the amount of each invoice before it is issued and will provide whatever information you require about it.

3. **Payment**

We are pleased to support you in relation to your legal requirements. We would appreciate it if you would respect our payment terms of 14 days from the date of each of our invoices.

Payments can be made by cheque, CHAPS, TT or credit card. Please ask for details.

Please note that we reserve the right to delay further work until invoices are paid and, in accordance with clause 5 of our terms, we reserve the right to charge interest on unpaid invoices.

4. **Your Responsibilities**

4.1 To ensure that all information, evidence, documents and other material requested from you is provided in a complete form promptly when requested.

4.2 To safeguard any documents which are likely to be required for disclosure. This is an important legal duty so please take note of the advice we provide to you in clause 6 of the accompanying document: Litigation: Supplement to General Terms of Business.

5. **Assumptions**

5.1 Other parties or agencies involved and their advisers co-operate and act reasonably and promptly and in the case of a transaction, do a reasonable proportion of the document preparation.

5.2 The matter proceeds in accordance with the timetable we have agreed.

5.3 You do not adopt an unreasonable position during negotiations or seek terms which are unlikely to be agreed or conceded.

- 5.4 There are no additional or unknown terms or conditions imposed or required from outside agencies.
- 5.5 Information brought to your attention during conduct of the matter is as anticipated and does not give rise to any objectives being changed in whole or in part.

8. **Potential Fees**

It is our aim to bring all disputes and litigation to a successful conclusion at the earliest opportunity and few cases proceed to trial. Only about 3% of all civil claims issued proceed to a trial. Notwithstanding we are required to provide you with information on the potential costs that could be incurred if this matter should proceed to trial. However at this stage, the length of any trial, the number of witnesses and the requirement for expert evidence cannot be ascertained.

APPENDIX 2

Brabners LLP Personnel likely to be involved in this matter

Name	Role	Direct Phone Number	Dial	Email address
Stuart Irons	Partner	01772 229 824		stuart.iron@brabners.com
Oliver Andrews	Assistant Solicitor	01772 229 810		oliver.andrews@brabners.co m
Kathryn Nolan	Secretary	01772 229 812		kathryn.nolan@brabners.com

BRABNERS LLP: GENERAL TERMS OF BUSINESS

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1 Introduction

2 These terms contain important provisions that limit our liability to £10 million. They may not be varied unless agreed in writing and signed by a partner in Brabners LLP.

3 The purpose of these General Terms of Business is to set out the basis on which Brabners LLP will act for you. We aim to provide you with a good professional service in a cost effective manner. All of the work we do for you is carried out under these terms unless variations are agreed with you in writing. We are also subject to the Solicitors Regulation Authority professional rules of conduct. Please note that your agreement is solely with Brabners LLP operating as a limited liability partnership. Whilst we refer to "Partners" this means members of the Limited Liability Partnership and does not mean that the "Partners" will be operating an 1890 Act Partnership. For the avoidance of doubt where there is any conflict between these General Terms of Business and any engagement letter we send to you the engagement letter will prevail over these General Terms of Business.

4 The Contract under which our services are provided to you is with Brabners LLP and not with any individual partner, employee or agent of Brabners LLP.

5 Your acceptance of the provision of services to you after the date of first sending these terms to you shall be deemed to be acceptance of these terms.

6 Please check these terms carefully.

6. The Scope of the Work we agree with you

6.1 We will seek your agreement to our role to help you achieve your objectives in a timely, efficient and courteous manner. Work carried out by other professionals to assist you in achieving your objectives and objectives in respect of which we have not been specifically instructed to act will not be our responsibility. We shall be entitled to act on the instructions of any of your apparently authorised employees or agents and to rely upon any information supplied to us by such employees and agents.

6.2 We shall assume no responsibility for any failure to advise or comment on any matter which falls outside the scope and limitation of our instructions and we will have no responsibility to you for draft advice or to update any advice or to clarify or amplify changes in the law which take place after our advice is issued.

6.3 Advice which we give is restricted to the matter upon which we are specifically instructed and may not be relied upon by you for other matters with which you are concerned. We assume no responsibility for your use of our advice outside of the specific matter upon which we are instructed.

6.4 For the avoidance of doubt we are instructed only in relation to legal matters and we are not advising on the commercial, financial or accounting aspects of the matter.

7. Our Fees

7.1 Fees Estimate and Quotations

7 If we provide a fee estimate or quotation for a piece of work its effect is as follows:

8 An estimate is our indication, made in good faith, of our likely fee for carrying out the work concerned, based on our information at the time the estimate is given. An estimate is subject to revision and does not amount to a contractual commitment on our part to carry out the work for that fee. We will tell you promptly if it becomes apparent that our fees are likely to exceed an estimate that we have given and we will discuss and agree with you the best way forward.

9 A quotation is a proposal by us to carry out specified work for a stated fee. Any such quotation will be in writing, setting out the work included and excluded, and is given on the basis of the information available, and the circumstances known to us being and remaining materially correct and not changing. If you accept that proposal, it then becomes a contractual commitment on both our parts. If we carry out work in excess of that specified, our fees for that additional work will be charged at our then applicable standard hourly rates. We also reserve the right to charge additional fees on the same basis for material additional work arising from circumstances known to you when you accepted our quotation, but did not disclose to us, or which are materially different from those envisaged when we gave our quotation.

10 All our fees and disbursements are quoted exclusive of Value Added Tax (at the prevailing rate) where applicable.

7.2 Charging Rates

11 Unless we have agreed a quotation or made another specific agreement with you we invoice on the basis of the time our professional staff have been engaged on your matter.

12 These rates do not include any enhanced rate or value element for work that is particularly complicated, has to be carried out very quickly, or in an inconvenient location, but such an increase will only be added with your prior agreement or where we have stipulated an increase for such factors before embarking on the work.

13 Our charging rates may be reasonably adjusted from time to time but will not be adjusted more frequently than annually.

7.3 Detailed Information

14 At any time at your request we will provide you with a full breakdown of the fees and expenses incurred to date.

7.4 Litigation Fees

15 There are special rules about litigation costs and fees and these will be sent to you separately where you are involved or could become involved in litigation.

7.5 Payments on Your Behalf

16 We may make specific payments on your behalf. These will be charged separately and may be payable in advance. Unless you instruct us to the contrary, you authorise us to incur as your agent such expenses and disbursements. These might include items such as:

- Search fees and Land Registry fees;
- Investigation fees;

- Barristers' fees;
- Court fees;
- Fees of other professional consultants;
- Travel and accommodation while working away from the office;
- Stamp Duty Land Tax;
- Stamp Duty - please note that we are not allowed to incur stamp duty on your behalf and recover it from you at a later date and therefore we will always ask for stamp duty in advance of it being due;
- Fax charges, photocopying charges and courier fees where appropriate;
- Electronic identification, CHAPS or other electronic bank transfer fees;
- We will not instruct other professionals or experts on your behalf without informing you first and wherever possible we will attempt to agree their fees on your behalf in advance.

7.6 Photocopying Expenses

17 As detailed in clause 3.5 above, photocopying is an expense which we may incur on your behalf with a third party. We also provide photocopying services ourselves. Where photocopying is carried out by us a charge of five pence per page will apply. VAT is chargeable on this service at the prevailing rate. Unless you instruct us to the contrary, you authorise us to incur such costs as your agent and you agree to pay these charges within 14 days of them being invoiced.

7.7 Lien for Unpaid Fees

18 We reserve the right to exercise a lien over all of your papers and documents pending payment to us of any outstanding fees or other costs or disbursements properly payable by you.

8. Billing

8.1 Timing of Invoices

19 The timing of our invoices will depend on the nature of the work but our general rule is that clients will be invoiced on an interim (e.g. monthly or quarterly) basis. If the matter is protracted or substantial we will render interim invoices. We may also render an interim invoice after a substantial amount of work has been carried out over a short period of time.

8.2 Settlement of Invoices from Client Account

20 We may apply amounts credited to your client account towards any outstanding fees or disbursements. If the work we do is "transactional" we will normally invoice on or before completion on the strict understanding that our fees will be paid on completion and, where there are amounts credited to your client account on completion, we will normally settle your invoice from these monies before accounting to you for any balance due to you. In the case of sales we will settle your invoice by making a deduction from the proceeds of sale.

8.3 Responding to your Queries

21 We will always be happy to discuss and explain fully any fees or item of expenditure on an invoice.

8.4 Recoverability of VAT

22 Where our invoice includes VAT you are obliged to pay such VAT in addition to our fees whether or not you are registered for VAT or able to recover such VAT. We accept no responsibility for, and are unable to advise on, the recoverability of VAT charged on our services.

9. Payment Terms

23 We are committed to providing a timely service and in turn we expect all invoices to be paid within 14 days after the invoice date. If you wish to dispute any invoice you should speak to the person responsible for the relevant work within 7 days after the invoice date, so that any necessary action can be taken before the end of the credit period. We reserve the right to charge interest on any unpaid invoice, from the end of our credit period, at the rate for the time being payable on judgment debts.

10. Confidentiality And Data Protection

10.1 We place great emphasis on maintaining the highest standards of confidentiality. Our partners and staff are under an obligation not to disclose any confidential information to third parties without your authority. This applies to most client information, as well as the reports, letters, documents, information and advice we provide to you. In addition our agreements as to fees are given in confidence and are provided on the condition that you undertake not to disclose these or any other confidential information made available to you by us during the course of our work (other than within your own organisation, if applicable) without our prior knowledge. This said, we are required to comply with Solicitors Regulation Authority rules and the firm may be required to make disclosure of certain information to comply with professional rules or the general law. You agree to waive your right irrevocably to both confidentiality and legal privilege in respect of any information (including documents) which may reasonably be required by our insurers, auditors or other advisors and you authorise us to disclose the same to them.

10.2 In some cases where reports, letters, documents, information or advice given by us to you will be provided by us or you to or used by a third party, we reserve the right to stipulate terms regarding such use or we may require the third party to enter into a direct relationship with us. Where reports, letters, documents, information or advice given by us is disclosed to a third party we recognise no obligation to that third party.

10.3 Before we undertake any work on your behalf we will ask for information about you, including your name, address and date of birth together with some identification, for example, your passport and proof of residence and we will keep a copy of this ("your Data"). We may use your Data to undertake a search. We will keep a copy of any searches made and the results which will be used for internal decision making purposes.

10.4 We may use your Data and other information we obtain as a result of the work we do for you to provide you with legal services and to administer your account with us including tracing and collecting any debts. We may also use it for fraud prevention (for example by verifying your identity to comply with our money laundering obligations), to ensure client satisfaction and to improve services and for the safety and security of our offices and staff.

10.5 Under the Data Protection Act 1998 an individual has the right upon payment of a fee to obtain copies of personal data about them held by us. If you have any queries in relation to the above please do not hesitate to contact us.

- 10.6** Solicitors are under a professional and legal obligation to keep the affairs of clients confidential. This obligation, however, is subject to a statutory exception: recent legislation on money laundering and terrorist financing has placed solicitors under a legal duty in certain circumstances to disclose information to the Serious and Organised Crime Agency. Where a solicitor knows or suspects that a transaction on behalf of a client involves money laundering, the solicitor may be required to make a money laundering disclosure. If this happens, we may not be able to inform you that a disclosure has been made or of the reasons of it.

11. Documents

24 If we are given or asked to take custody of any documents or deeds belonging to you, those documents or deeds will be retained in our storage system to your order until their return is requested by you or separate arrangements have been made with your consent. We reserve the right to withhold release of any documents or deeds until payment of any outstanding charges is made by you. We will make every reasonable effort to keep documents left with us safe and undamaged and in the event of loss or damage will help to restore or replicate any document, but we do not guarantee absolute safe custody and if this is required any deeds or documents should be deposited with a bank.

12. File Retention

25 Our policy is to archive files and documents for a period of at least 7 years after they are regarded as closed by us. We keep files and documents on the understanding that we can destroy them 7 years after the date of the final bill. We accept no responsibility or liability for any loss or damage caused by our failure to retain such files and documents for any period after such closure and are authorised by you to destroy the files and documents after such time. If you wish to retain your papers then please ask for them. Many papers on our files constitute our working papers or emanate from yourself or record what has already been sent to you and as such belong to us and are not papers to which you are entitled.

13. Intellectual Property

26 We retain all copyright and other intellectual property rights in everything developed or prepared by us either before or during the course of a matter relating to you including all reports, letters, documents, precedents, written advice or other materials we provide to you.

14. Publicity

27 Subject to clause 6 above, we may wish, with your consent, to seek publicity concerning our involvement in any transaction or case. You will have the opportunity to review any proposed publicity material prior to its release.

15. Termination of Our Instructions

- 15.1** We expect to continue to act for you until we finish the work concerned. Either you or we may bring instructions to an end at any time by telling the other. We will not do this without good reason. Examples include the creation of a conflict of interest, your request to us to break the law or rules of professional conduct, our determining that the relationship of trust and confidence necessary between solicitor and client does not exist between us, your failure to give us adequate instructions and your failure to pay any amount due to us in accordance with our payment terms referred to above. If either of us terminates instructions, you must pay us all fees and disbursements incurred before termination, plus any further fees and disbursements for work necessary to transfer those papers to which you are entitled to another adviser.

- 15.2** If you decide that you wish to transfer your instructions to another firm of solicitors or that you wish to store papers yourself following the termination of your instructions it will be necessary for us to take a copy of the complete set of your papers prior to the transfer of any originals. You agree to be responsible for the costs of such copying at the rates set out in clause 3.6 above and such copying costs will form part of our lien over such papers in accordance with clause 3.7 above.
- 15.3** If we decline to act for you further in litigation matters we will apply to have our name removed from the Court record as solicitors acting for you.
- 16. Limitation of Liability and Tax Disclaimer**
- 16.1** This section shall apply unless we agree otherwise in writing signed by a partner.
- 16.2** You agree that:
- 16.2.1** Our maximum aggregate liability for any professional negligence whether in contract or tort (except for fraud, or for death or personal injury) is £10 million inclusive of interest but exclusive of costs;
 - 16.2.2** Where we are instructed jointly by more than one party, this limit shall apply to all of you collectively and in total and also including anyone claiming through you;
 - 16.2.3** This overall limit applies if we make the same or a similar mistake in relation to either one piece of work for you or several pieces of work;
 - 16.2.4** More than one mistake on a matter or transaction is considered as one mistake for the purposes of calculating our overall limit of liability.
- 16.3** If you accept any express exclusion/limitation of liability from other professional advisers our total liability to you will not exceed the aggregate amount for which we would otherwise have been liable after deducting any amount which we would have been entitled to recover pursuant to the Civil Liability (Contribution) Act 1978 but are prevented from doing so as a result of any such exclusion/limitation of liability.
- 16.4** Our liability shall be further limited to that proportion of your losses that it would be fair and reasonable to require us to pay having regard to the extent of our liability for the same. This clause is subject to the minimum £3 million restriction on limiting liability prescribed by the Law Society of England and Wales and, from 1 July 2007, the Solicitors Regulation Authority.
- 16.5** Your agreement is solely with Brabners LLP operating as a limited liability partnership and no member, partner or employee assumes or will assume personal liability for the conduct of the work you instruct us to carry out. To the extent permitted by law, no member, partner or employee of Brabners LLP shall have any personal liability.
- 16.6** You agree to make no claim against an individual except for fraud; you and we intend that this clause is for the benefit of, and shall be enforceable by, the members, partners and employees of Brabners LLP under the Contracts (Rights of Third Parties) Act 1999.
- 16.7** We do not accept liability to any person who is not our client.
- 16.8** Whilst we endeavour to ensure that our email and attachments are checked by virus detection software no liability is accepted for any loss or damage caused by viruses emanating from or relayed by this firm.
- 16.9** We cannot guarantee that every electronic instruction sent by you will be received by us.

- 16.10** Electronic communications can become lost in the system or delayed by anti-spam software. Consequently, you should not rely on instructions given by electronic communications unless expressly, personally, acknowledged by the intended recipient. We assume no responsibility for any loss or damage resulting from our failure to receive any electronic communication from you howsoever caused and this exclusion, for the avoidance of doubt, applies even where an electronic communication is shown as received by us on your communication system.
- 16.11** We **do not advise** (unless we have agreed to do so in writing) **on any tax** or VAT issues and assume no responsibility for such matters.
- 16.12** We assume no responsibility for any critical date in any document held by us unless we have specific instructions from you to monitor and action such critical date and you have agreed to pay a charge for such monitoring.
- 16.13** Proceedings in respect of any claims must be commenced within 3 years after you first had (or ought reasonably to have had) both the knowledge for bringing an action for damages and the knowledge that you had a right to bring such an action and in any event no later than 6 years after any alleged breach of contract, negligence or other cause of action. This provision expressly overrides any statutory provision which would otherwise apply; it will not increase the time within which proceedings may be commenced and may reduce it.
- 16.14** We shall not be liable for any loss arising from or connected with our compliance with any statutory obligation which we may have, or reasonably believe we may have, to report matters to the relevant authorities under the provisions of the money laundering legislation.
- 16.15** We shall not be liable for any loss arising from or connected with the failure of any bank with which we place your funds in accordance with the Solicitors Accounts Rules.
- 16.16** We will not in any circumstances assume responsibility nor have any liability for any special, indirect, consequential or pure economic loss including any loss of expected savings; loss of profits or earnings; loss of contracts; loss of business opportunities; loss of goodwill; reduction in asset value; loss of or damage to data or third party claims and we strongly advise you to insure against all such potential loss, damage, expense or liability.
- 16.17** Where we are instructed by you in respect of providing or advising upon standard or template documents or other documents intended or likely to be used on more than one occasion, all claims arising from one act, error or omission or one series of related acts, errors or omissions in connection with or arising directly or indirectly with regard to or in connection with such drafting will be regarded as one claim.
- 16.18** We believe the limitations on our liability set out in this section are a reasonable amount having regard to our assessment of:
- the amount of any likely liability to you if we make a mistake; and
 - the availability and cost of professional indemnity insurance; and
 - possible changes in the future availability and cost of insurance;
- 28 but we are happy to discuss the limit with you if you consider it insufficient for your purposes, and if appropriate we may then consider whether we are able to provide a higher limit at extra cost.
- 16.19** This is not a contentious business agreement within the provisions of section 59, Solicitors Act 1974. The provisions in that Act restricting the right of solicitors to sue for costs and to exclude liability therefore do not apply to this agreement.

16.20 These limits on our liability shall apply to work done under this contract and any future work unless we agree different terms with you.

16.21 These limits apply to the extent that they are permitted by law. If any part of this section of our terms which seeks to limit liability is found by a court to be void or ineffective on the grounds that it is unreasonable or does not accord with any professional obligation, the remaining provisions shall continue to be effective.

17. Client Money and Interest

17.1 Any of your money which we hold for you, for whatever reason, will be held in a bank account, separate from our own money. We will account to you for interest on this money, in accordance with the SRA Accounts Rules 2011, but we do not account to clients if the interest earned is less than £20. Generally such interest is paid to UK resident clients without deduction on account of tax and should be declared by recipients to the appropriate taxing authorities accordingly.

17.2 Where interest is payable to you, interest is paid at a rate applicable to an instant access account and this interest may not be as high as you might obtain by depositing the funds yourself. If, during the course of your matter, we are required to hold funds for you for a lengthy period you may request that we consider paying you a higher rate of interest, provided that the funds are not required instantly for a transaction, in order that you are paid a fair sum of interest.

17.3 The money we hold for you may be protected in whole or in part under the Financial Services Compensation Scheme ("FSCS"). Whether you qualify for compensation under the scheme will depend upon the rules of the scheme from time to time. Unless you advise us in writing that your details are not to be disclosed to the FSCS we will be deemed to have your consent to disclose to the FSCS such details as the FSCS requires to enable any claims to be pursued. If you expressly withhold your consent you will need to contact the FSCS direct about any claim you may have.

18. Contracts (Rights of Third Parties) Act 1999

29 For the avoidance of doubt, save as expressly mentioned in these terms, it is not intended by the parties to this agreement that any term which may be construed as conferring a benefit on any person who is not a party to this agreement should be enforceable by such party. Unless we agree otherwise expressly and in writing, no other party may rely on our advice. The granting of such agreement may be subject to payment of an additional fee.

19. Proof of Identity, Disclosure to NCA, mortgage fraud and Bribery Act 2010

19.1 We are professionally and legally obliged to keep your affairs confidential. However, solicitors may be required by statute to make a disclosure to the National Crime Agency (NCA) where they know or suspect that a transaction may involve money laundering or terrorist financing. If we make a disclosure in relation to your matter, we may not be able to tell you that a disclosure has been made, we may have to stop working on your matter for a period of time and may not be able to tell you why.

19.2 In order to comply with the law on money laundering, we may need to obtain evidence of your identity as soon as practicable. We may require, therefore, documents to verify your identity and address. We also reserve the right to make electronic searches to confirm your identity. In addition, we may also ask you to provide evidence as to the source of funding, both at the start of a matter and at any relevant point during the matter.

- 19.3** As part of your identity verification we may access the full Electoral Roll for the purpose of meeting our obligations under the Money Laundering Regulations 2007. A “soft” footprint is recorded against your credit file but does not impact on your ability to obtain credit. It is for this reason that we inform you of the need for ID verification but your permission is not required to access the Roll for these purposes.
- 19.4** Where we are acting for you and your proposed lender in any transaction we have a duty to fully reveal to your lender all relevant facts about the purchase and mortgage. This includes any differences between your mortgage application and information we receive during the transaction and any cash back payments or discount schemes that a seller is giving you.
- 19.5** We are committed to maintaining a high standard of honesty and integrity and we adopt a zero tolerance to bribery and corruption. Copies of our anti-bribery policies are available should you wish to read them.

20. Cash and methods of payment

- 20.1** Our firm’s policy not to accept cash over £1,000.
- 20.2** You should not send us any funds until you have provided us with all identification evidence requested by us, nor send our bank details to any third party without our written approval. If you do so we may have to stop work and make a money laundering disclosure.
- 20.3** If you circumvent this policy by depositing cash direct with our bank we reserve the right to charge for any additional checks we deem necessary regarding the source of the funds.
- 20.4** Where we have to pay money to you, it will be paid by cheque or bank transfer although we will not send out cheques for more than £10,000. When we pay you by cheque we accept no responsibility for any loss of misuse of the cheque once it is posted to you. We will not pay you in cash or pay any third party cash on your behalf.

21. Email Communications

- 21.1** If you wish we will use email for communication with you. However, there are some specific issues of which you should be aware:
- 21.1.1** Communications over the Internet are not secure. You must guide us as to what should not be sent over the Internet to you or on your behalf. Unless specifically instructed by you, we shall not be required to encrypt, password protect or digitally sign any email or attachment sent by us.
- 21.1.2** Emails do not always reach the intended recipient. We cannot guarantee that every email, sent and received, will reach the end user.
- 21.1.3** Whilst we take reasonable precautions against viruses by use of a firewall and virus checking software, we do not guarantee that our email correspondence will be free from viruses. If we are to communicate by email, it is on the basis that you will also take reasonable precautions to prevent such viruses or other harmful devices.
- 21.1.4** We monitor email traffic to detect unauthorised or illegal use of our email system. As a result, we may collect personal data about those sending and/or receiving the email or which is contained in the email. Any personal data collected in this way will be held and processed in accordance with the provisions of the Data Protection Act 1988.
- 21.1.5** We refer you to our exclusion of liability for email communication in clause 12.8 above.

22. Insurance and Insurance Mediation

- 22.1** We maintain professional indemnity insurance cover in accordance with the Solicitors Indemnity Insurance Rules as set out by the Solicitors Regulation Authority. Minimum mandatory cover is provided by Underwriters at Lloyds' (Syndicate 1955), care of Libra Managers, New City Court, 20 St Thomas Street, London SE1 9RR. Our professional indemnity insurance covers all territories.
- 22.2** All our insurance sales are arranged on an 'execution only' basis ('nonadvised') which means that we may ask some questions to narrow down the selection of products and/or provider but you will not receive advice or a recommendation from us. We will undertake the arrangement at your specific request and you will make your own choice about how to proceed. We are not contractually obliged to do so, but unless we advise you to the contrary we will approach a single insurer for your insurance. We can provide you with a list of insurers we offer insurance from if you require this information.
- 22.3** Brabners LLP is not authorised by the Financial Conduct Authority. However, we are included on the register maintained by the Financial Conduct 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 Conduct Authority website at www.fca.org.uk.
- 22.4** It is your responsibility to provide complete and accurate information to insurers when you take out your insurance policy, throughout the life of your policy, and when you renew your insurance. It is important that you ensure that all statements you make on proposal forms, claim forms and other documents are full and accurate. Please note that if you fail to disclose any material information to your insurers, this could invalidate your cover and could mean that part or all of a claim may not be paid.
- 22.5** We will provide you with separate premiums for each of the individual products and services that we are offering. Where a policy is cancelled mid-term any return premium will be net of any cancellation charges made by insurers and commission.
- 22.6** You may be entitled to cancel your policy within 14 or 30 days of policy inception or receiving full documentation, details of which will be given to you when you take out your policy. Certificates and other Policy documentation may not be released to you or your mortgage company until we are in receipt of full payment of the policy premium(s). In these circumstances we will ensure that you receive full details of your insurance cover and will provide you with any documents that you are required to have by law.
- 22.7** There may be occasions when a potential conflict of interest arises. If this happens, we will inform you and obtain your consent before we carry out your instructions. In the event of a claim you should report the incident to your insurer. Their helpline number will be provided to you with your policy documentation. Please forward to them any documents or correspondence you receive. Do not reply to these yourself since it may prejudice your claim.

23. Equality and Diversity

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

24. Concern or Complaint

24.1 It is our aim to provide you with a good professional service. We always wish to know how our services can be improved. If you have any concern about our services or wish to raise a concern or complaint about our bill we would be grateful if you could raise this with us as soon as possible. Please speak with the member of the professional staff concerned or their Head of Department. If you do not receive a satisfactory response you should take the matter up with Andy Cross, in our Liverpool Office, Robert Street in our Manchester office or Ross Shine in our Preston Office who will be glad to listen to you and endeavour to assist you. We take every complaint seriously. We will endeavour to do everything reasonable to respond to your complaint. We will be happy to send you a copy of our complaints procedure. If you are not satisfied with our handling of a complaint under our complaint procedure in relation to our service or an invoice, then you can ask the Legal Ombudsman to look into it. The Legal Ombudsman service is available to all members of the public and small businesses, charities, clubs and trusts. Further details are available on www.legalombudsman.org.uk

31 A complaint to the Legal Ombudsman normally has to be made within six months of receiving a final written response from us about your complaint.

32 The Legal Ombudsman's telephone number is 0300 555 0333. You may email enquiries @legalombudsman.org.uk or write to Legal Ombudsman, PO Box 6806, Wolverhampton WV1 9WJ.

33 You may also have a right to object to our bill by applying to the Court for an assessment of the bill under Part III of the Solicitors Act 1974.

24.2 Please note that if all or part of your bill remains unpaid we may be entitled to charge interest.

25. Our Contract with You

25.1 These terms will remain effective until replaced by any updated General Terms of Business which we may issue to you, or other written agreement between us. Please confirm in writing your agreement to these terms by signing one copy of the letter sent with these terms in the space provided and returning it to us. If you do not return the copy letter but still decide to instruct us you do so on the basis of these terms and conditions. Please do not hesitate to contact the member of our professional staff you are dealing with if you wish to discuss these terms before replying.

25.2 This agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales. The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims).

Brabners LLP is a limited liability partnership registered in England and Wales (Number OC309501) whose registered address is at Horton House Exchange Flags Liverpool L2 3YL. A list of members is available at each office. Members of Brabners LLP will be referred to as partners.

Authorised and Regulated by the Solicitors Regulation Authority.