

Bond Clarke Limited General Terms of Business

1. General

- 1.1. We aim to offer our clients quality legal advice with a personal service at a reasonable cost. We hope it is helpful to you to set out below the basis on which we will provide our professional services.
- 1.2. Bond Clarke Limited (hereinafter referred to as “**Bond Clarke**”) is a company with limited liability, which operates from offices in Hampshire and is authorised and regulated by the Solicitors Regulation Authority (“**SRA**”).
- 1.3. At the commencement of your instructions to us, we will send you a letter of engagement (“**Engagement Letter**”), which will reference and incorporate these general terms of business (these “**Terms**”). These Terms and any terms included in the Engagement Letter will constitute the contract between Bond Clarke and you (“**Contract**”). Where any terms in the Engagement Letter are inconsistent with these Terms then the terms in the Engagement Letter will apply and prevail.
- 1.4. You will be asked to sign and return to us a copy of the Engagement Letter. If you do not sign and return the Engagement Letter but continue to instruct us you will be deemed to have accepted these Terms and any terms in the Engagement Letter.

2. Our contract with you

- 2.1. Our contract is between you and Bond Clarke, a company with limited liability registered in England and (registration number 07679307) under the Companies Act 2006.
- 2.2. A company is a separate legal entity owned by individuals who are the members. There is no partnership between the members or between the member and Bond Clarke. In your course of dealings with the Company, any reference to a person being a “director” is a reference to that person in their capacity as an employee of the Company.
- 2.3. Any reference at any point in your course of dealings with the Bond Clarke Limited and in these Terms to “Bond Clarke”, “Company”, “firm”, “we”, “us”, or “our” is a reference to Bond Clarke Limited. Any reference at any point in your course of dealings with the Bond Clarke Limited and in these Terms to “you” is a reference to you as Bond Clarke’s client.
- 2.4. There is no contract between you and any member, employee or consultant of Bond Clarke. Any service (including the provision of advice) provided to you by a member, employee or consultant of Bond Clarke is provided to you by the individual on behalf of Bond Clarke and not in his or her personal capacity. No member, employee or consultant at Bond Clarke assumes any personal responsibility for the service provided to you.
- 2.5. Except where specified in these Terms, no persons other than you and Bond Clarke shall have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the contract between you and Bond Clarke. This does not affect any rights or remedies available otherwise than pursuant to that Act.

3. Responsibility

- 3.1. The names and status of the person(s) who will carry out all or a majority of the work on your matter are set out in the letter of engagement that we will send to you at the start of each matter.
- 3.2. We accept our obligation to ensure proper levels of supervision but in providing an efficient service to you some work on your matter may be delegated or the file transferred to a different fee earner if, in our judgment, that is appropriate. All work by our staff is performed under the supervision of a solicitor and a director will have overall supervision of the matter.
- 3.3. We will provide services in relation to this matter for your benefit only. Bond Clarke’s advice to you may not be disclosed to any third party without our prior agreement. However, you may disclose any advice we may give to you to your other professional advisors but we do not accept any liability to such third parties.

- 3.4. Bond Clarke may make statements to you expressing our professional opinion about the outcome of the matter. Such statements are not guarantees as we can only rely upon the information provided to us and our knowledge of the facts of the matter.
- 3.5. It is your responsibility to keep us informed of any events that may change the nature of your instructions to us.

4. Hours of Business

- 4.1. Bond Clarke' hours of business are 08:00 to 18:00 Monday to Friday.
- 4.2. In certain circumstances it may be possible to provide different hours of service. If this is required for your transaction it will be discussed with you and agreed in the Engagement Letter.

5. Fees and Level of Charging

- 5.1. In respect of certain types of work it may be possible to agree a fixed fee or other basis of payment. Where that is agreed with you, the arrangements will be set out in the Engagement Letter.
- 5.2. Where it is not possible to agree a fixed basis of fees then our fees will be calculated on the basis of time spent. There may also be an additional element to reflect additional factors. The additional factors are:
 - 5.2.1. the complexity or difficulty of the matter;
 - 5.2.2. the skill, specialised knowledge and responsibility involved;
 - 5.2.3. the speed with which the transaction was dealt with;
 - 5.2.4. the number and importance of documents involved;
 - 5.2.5. the place where, and the circumstances in which, the transaction took place;
 - 5.2.6. the amount or value of money or property involved;
 - 5.2.7. in property transactions, whether the land is registered or not;
 - 5.2.8. the overall importance of the transaction to the client;
 - 5.2.9. the overall commercial value of the transaction to the client; and/or
 - 5.2.10. the potential amount of any liability to which Bond Clarke may be exposed in undertaking any work.
- 5.3. The hourly rate for the category of work to be undertaken for you or the other basis for charging will be set out in the Engagement Letter.
- 5.4. These hourly rates have to be reviewed on 1st July each year to reflect increases in overhead costs and inflation. If a review is carried out before this matter is concluded, we will inform you.
- 5.5. All time is recorded in units of 10 minutes.
- 5.6. VAT will be added to our charges at the rate that applies when we carry our work for you.
- 5.7. We understand that clients would like, if possible, to know when instructing us the likely cost to them. Apart from straightforward domestic property transactions, this is rarely possible. However if it is possible to agree a fixed price then this will be specified in the Engagement Letter. In all other matters we shall try to give an estimate of our charges, although the estimate may change if it appears that as the matter proceeds more time is likely to be spent on the matter.
- 5.8. If you have the benefit of any insurance cover or other scheme that would pay or assist with the payment of Bond Clarke' fees you must notify us at once. You should understand that it is normally a term of any insurance or fee payment scheme that approval is obtained from your insurer or other provider before incurring any liability for fees.
- 5.9. Once we have been instructed, if the matter does not proceed to completion we shall be entitled to charge for the services provided on the basis of the time spent, but the costs will not exceed a fixed price quotation unless otherwise agreed or the scope of work changes.

6. Joint Retainer and Payment By Third Parties

- 6.1. In some cases we accept instructions to act for more than one person. Examples are a husband and wife or partnership. Each individual client is responsible to pay our fee in full. This is known as joint and several liability. We shall deliver only one account for the work carried out on your behalf but if one or more of those persons jointly instructing us do not pay, we do have the right to seek full recovery from any one of those jointly instructing us.

- 6.2. In some cases a client may be entitled to payment of costs by some other person. It is important that you understand that in such circumstances, the other person may not be required to pay all the charges and expenses that you incur with us. You have to pay our charges and expenses in the first place and any amounts that can be recovered will be a contribution towards them. If the other party is in receipt of Public Funding no costs are likely to be recovered.
- 6.3. If we recover interest on your costs from the other party, that interest shall belong to us save that we shall account to you for interest earned on charges or expenses which you have paid on account.

7. Payment on Account of Costs and Expenses (Disbursements)

- 7.1. Generally we reserve the right upon receipt of instructions, and periodically thereafter, to request sums of money from clients to cover our costs and expenses which are incurred as the transaction progresses.
- 7.2. In order to conduct the transaction effectively for you it is necessary for us from time to time to make payments and pay expenses on your behalf. These payments are known as disbursements and we require you to provide us with funds before such payments are made. VAT is also normally payable on disbursements.
- 7.3. If at any time a payment is received from you it may be used to discharge an invoice that has already been delivered or to reimburse any disbursements paid.
- 7.4. Where a request has been made for a payment on account, we may, at our discretion and irrespective of any time deadlines, stop work on your matter until we are in receipt of cleared funds.
- 7.5. If you change the bank account details that you have given us during the course of your matter please let us know without delay. If you do not do this there may be a delay in your matter whilst we verify the details.

8. Invoices and Payment

- 8.1. The Engagement Letter sets out when we will send you invoices for our charges and expenses during the course of each matter. Bond Clarke's policy is generally to send clients interim invoices on a regular basis (normally monthly) to enable you to budget for our costs.
- 8.2. Invoices are payable on delivery. If invoices are not settled within thirty days we reserve the right to charge interest from the date of the invoice at the rate of 8% above Santander Bank base rate. In addition we reserve the right to invoke the provisions of the Late Payment of Commercial Debts (interest) Act 1998 as extended by the Late Payment of Commercial Debts Regulations which gives us the right to charge interest at 8% over the current Bank of England Base Rate and compensation on debts paid late.
- 8.3. If any invoice is not settled within thirty days we reserve the right to terminate our retainer without any further notice to you, in which case a final invoice for the work done will be issued.
- 8.4. Our agents will pay interest to clients in accordance with the provisions of the Solicitors Accounts Rules. If at any time we are holding funds on account of costs and expenses whilst conducting a transaction, interest will not be paid on such funds.
- 8.5. Bond Clarke does not have facilities for handling cash. You will not be able to make payment for fees or disbursements in connection with the transaction by payment of sums in cash. Payment to you will be by cheque (in your name) or direct to your bank account. Payments will not be made in cash or to a third party.
- 8.6. If you provide us with a cheque to be used in connection with your transaction please note that all cheques take six working days to clear. We are not allowed to draw against a cheque until the funds are cleared. Accordingly if the payment you want us to make is time critical you will need to make sure we receive your cheque in sufficient time to allow for clearance. We are able to receive funds through direct to our bank if you have internet banking facilities. Alternatively you might wish to ask your bank to make payment direct to our agent's client bank account.
- 8.7. We reserve the right to instigate legal proceedings against you in order to recover any debt arising from any unpaid invoices. We reserve the right to notify any non-payment of invoices to credit

reference agencies. This could have significant implications on your ability to obtain credit and may impact your current credit rating.

9. Disputed Bills

- 9.1. These terms do not restrict your right to challenge our charges if you do not think our bill is fair and reasonable. Unless the bill relates to work done in connection with Court proceedings you may challenge our charges by:
 - 9.1.1. Raising a complaint under our formal complaints procedure;
 - 9.1.2. Applying to the Court for your bill to be assessed. Assessment is the only way of checking a bill that relates to work done in connection with Court proceedings but can be used for all types of work; or
 - 9.1.3. You can ask the Legal Ombudsman to consider your complaint. You can contact the Legal Ombudsman by telephone on 0300 555 0333 or e-mail at enquiries@legalombudsman.org.uk.
- 9.2. Notwithstanding any complaint raised we may charge interest on unpaid bills in accordance with paragraph 8.2 above.

10. Communication Between You and Us

- 10.1. We value all feedback concerning our services and conduct an annual review to help us to improve our services wherever possible.
- 10.2. The Data Protection Act requires us to advise you that your particulars are held on our database. We may, from time to time, use these details to send you information that we think might be of interest to you.
- 10.3. Email and other forms of electronic communications (such as texting and voicemail) enable us to communicate more quickly with our clients. We appreciate that not every client finds one or more of these methods acceptable. If you do not want Bond Clarke to communicate with you in this way please notify the fee earner with responsibility for your matter. Unless otherwise agreed in the Engagement Letter, you agree to letting us communicate with you by email or other forms of electronic communication.
- 10.4. If we are sending information to you or to any third party in connection with your matter by post we will use ordinary first or second-class post (depending upon the nature of the communication). We will not use Special Delivery post or any other postal service unless you specifically request this and agree to pay the cost of such service.

11. Undertakings

- 11.1. We may be asked to give an undertaking on your behalf. Other than undertakings to banks and building societies which are in standard form, the wording of the proposed undertaking will be discussed and agreed with you.
- 11.2. Once an undertaking has been given on your behalf we as solicitors are legally obliged to honour the undertaking. Accordingly once you have consented to the undertaking being given you cannot change your instructions to us or terminate our retainer.

12. Advice on Investments

If during the transaction you need advice on investments, we may have to refer you to someone who is authorised by the Financial Services Authority ("FSA") because we are not so authorised. However, as we are regulated by the Solicitors Regulation Authority, we may be able to provide certain limited investments services where these are closely linked to the legal work we are doing for you.

13. Queries and Complaints

- 13.1. We are confident that we will provide you with a high quality of service. However, if you have any queries or concerns in relation to the work we do for you, you must make this clear to the person having day-to-day control of your matter or the Director responsible for that fee earner.

- 13.2. We will try to resolve any problem quickly and operate an internal complaints handling system to help us to resolve the problem between ourselves. All firms of solicitors are obliged to attempt to resolve the problems that clients may have in relation to the service provided. It is therefore important that you immediately raise your concerns with us. Full details of our complaints handling procedure are available on request. If this does not resolve the problem to your satisfaction, or if you think it is appropriate to do so, you can contact our Quality and Client Care consultant, whose details are available on request.
- 13.3. If for any reason we are unable to resolve the problem between us, then the Solicitors Regulation Authority and the Legal Ombudsman provide complaints and redress mechanisms. The Law Society is a designated professional body for the purposes of the Financial Services and Markets Act 2000 but responsibility for regulation and complaints handling has been separated from the Law Society's representative functions. The Solicitors Regulation Authority is the independent regulatory body of the Law Society.
- 13.4. If you are not satisfied with our handling of your complaint you can ask the Legal Ombudsman to consider your complaint. You can contact the Legal Ombudsman by telephone on 0300 555 0333 or e-mail at enquiries@legalombudsman.org.uk.
- 13.5. There are time limits for making a complaint to the Legal Ombudsman. You should make a complaint no later than 6 years from the date when we have done or not done something which is the subject matter of your complaint; or 3 years from the date when you should reasonably have known that you could complain. You also have 6 months to complain to the Legal Ombudsman from when you receive a final response from us to any complaint.
- 13.6. The Legal Ombudsman deals with complaints by consumers and very small businesses. This means that some clients may not have the right to complain to the Legal Ombudsman. If you are a business, charity or club with an annual income of more than £1 million or a trust with an asset value of more than £1 million then you still have the right to complain directly to us about the service.

14. Identification Requirement

- 14.1. The anti Money Laundering Regulations introduced by the Government requires us to check your identity. In order to verify the information you provide we may make searches about you with a credit reference or fraud prevention agency; this will include information from the electoral roll.
- 14.2. The agencies will record the details of the search. Scoring methods may be used as part of this process. We may ask you to supply at least one original document of confirmation of your identity (such as a passport), address (such as a recent utility bill) or both which we will use along with any electronic checks we may perform using the services of a credit reference or fraud prevention agency.
- 14.3. In the case of a limited company we will also carry out a search at Companies House. In addition we will require a letter (on the company letterhead) confirming that the person who has given us instructions has the authority of the company to act on its behalf. The person giving instructions will also need to produce confirmation of identity (such as a passport) and address (such as a recent utility bill).
- 14.4. Any documents provided to us will be recorded and copied for audit purposes as part of our anti money laundering requirements.
- 14.5. We are professionally and legally obliged to keep your affairs confidential. However, solicitors may be required by statute to make a disclosure to the Serious Organised Crimes Agency where we 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 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.

15. Liability

- 15.1. Bond Clarke is a limited company. The effect of this is that the Company is responsible to you for any acts of default or negligence but the members of the Company are not personally liable to you. Accordingly any claim that you wish to make can only be made against Bond Clarke and not against a member, employee or consultant of Bond Clarke. No member, employee or consultant of

Bond Clarke is personally liable to you or accepts any personal responsibility to you or any third party in carrying out legal work for you. We believe that this is reasonable as it corresponds to modern business practice and Bond Clarke has in place indemnity insurance for the minimum level of cover required by the Solicitors Regulation Authority.

- 15.2. In the event of default (which for these purposes means any act, representation or omission by us or any of our members, employees, consultants or agents in connection with our work for you as a result of which we are legally liable to pay you or any third party compensation on any basis) we shall not be liable for any loss incurred after the date we correct the default, or for any loss incurred more than 12 months after the date of the default, or whichever of these events arises sooner.
- 15.3. Bond Clarke shall not be liable to you to the extent that we afford you a reasonable opportunity to mitigate your loss, damage, liability or expenses by providing alternative or additional services.
- 15.4. Save for damages arising in relation to death or personal injury caused by our negligence the aggregate liability of Bond Clarke (including its members and personnel) in respect of any and all claims made by you (under contract, tort, statute, negligence or otherwise) arising out of or in connection with our engagement to act in connection with your matter, shall not exceed in aggregate the sum equal to the greater of £50,000 or the 200% of the fees paid or payable by you in connection with our engagement (including interests and costs) unless we expressly state a higher amount in the Engagement Letter. All claims that are to be treated as a single claim for the purposes of our indemnity insurance are to be aggregated in applying that limit, apportioning the capped liability between the aggregated claims in a just and equitable manner. Should you require the contact details for our Professional Indemnity Insurance provider, please contact a director.
- 15.5. Bond Clarke shall not be liable for any of the following losses or damage howsoever caused and even if foreseeable by us:
 - 15.5.1. loss, or damage to or the cost of replacement, recovery or reconstruction of your or a third party's documents, records, information or other data on any media;
 - 15.5.2. special, indirect or consequential loss including loss of use, profits, goodwill or anticipated savings;
 - 15.5.3. loss arising from any claim made against you by a third party;
 - 15.5.4. loss or damages arising from your failure to fulfil your responsibilities or loss or damages arising from acting in accordance with your instructions or instructions received from your offices, members, directors, employees, agents or third parties engaged by you; and/or
 - 15.5.5. losses, penalties, surcharges, interest or additional tax liabilities arising from the supply by you or others of incorrect or incomplete information, or others failure to supply any appropriate information or your failure to act on our advice or respond promptly to communications from us or the tax or other authorities.
- 15.6. Nothing in these Terms excludes or limits:
 - 15.6.1. any liability or claim that cannot be excluded under English law; or
 - 15.6.2. any liability or claim that cannot be excluded under any relevant professional rule or regulation.
- 15.7. Each member, employee and consultant of Bond Clarke shall be entitled to the benefit of these provisions under the Contracts (Rights of Third Parties) Act 1999, but Bond Clarke contract with you may be varied from time to time or terminated without the consent of any such person.
- 15.8. Bond Clarke will not be responsible for any increased liability falling on it by reason of any limit which you may have agreed with any other adviser or which may otherwise have fallen upon Bond Clarke by reason of the contributory negligence of any other person against whom you do not make recovery for any reason. This is relevant in circumstances in which Bond Clarke and other persons may be liable in respect of the same damage. In these circumstances, Bond Clarke liability will be limited to such sums as it reasonably ought to pay having regard to its responsibility for the damage (within the meaning of section 2(1) of the Civil Liability Contribution Act 1978) and on the basis that such other persons are deemed to have paid to you such sums as they ought reasonably to have paid (i) having regard to their own responsibility for it and (ii) disregarding any limitation which you may have agreed with such person, any subsequent extension of your claims against that person or the fact that such person has ceased to exist. If you agree to limit the liability of such persons, or if the claim against such person lapses or becomes extinguished for any reason or is not pursued by you or any such person fails to satisfy any judgment obtained by you, Bond Clarke will not be liable to you for more than the net amount it would have paid, after allowing for the amounts you would otherwise have been entitled to recover from such persons.

15.9. Please ask if you would like us to explain any of the terms in this section.

16. Equality and Diversity

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

17. Storage

17.1. We are entitled keep any property or papers that are in our possession until all fees are paid for all matters conducted on your behalf. This will apply to any property or papers held on behalf of any member of your group if you are a group of companies.

17.2. We will use all reasonable endeavours to keep our file of papers in relation to the work in question (except for any of our papers that you ask us to return to you) for not less than 6 years after the date of the final bill we send to you. (For certain categories of work the file may be retained longer and if your work is within one of these special categories you will be notified separately when the file is closed). We shall have the authority to destroy the file after this time if you have not asked us to return it to you. We will not destroy documents you ask us to deposit in safe custody.

17.3. If we retrieve papers or documents from storage (either before or after the expiry of the 6 year period) in relation to continuing or new instructions to act in connection with your affairs we will not normally charge for the retrieval. However, we may make a charge based on the time spent producing copies or an explanation of stored papers or documents to you or any other person at your request. We may also make a charge for reading correspondence or other work necessary to comply with the instructions given by you or on your behalf concerning the retrieval of stored papers and clarification of any issues in those papers.

17.4. We only keep electronic files, documents and papers and reference to files, documents and papers in these terms are a reference to the electronic versions.

18. Confidentiality and Data Protection

18.1. Bond Clarke will hold and use the information (including personal information) that you provide to us or that may be provided to us primarily for the provision of legal services to you and for related purposes including:

- 18.1.1. updating and enhancing client records;
- 18.1.2. analysis to help us manage our practice;
- 18.1.3. statutory returns; and
- 18.1.4. legal and regulatory compliance.

18.2. Where you have provided us with personal information you consent to our use of this in our working relationship. We may also use this information to contact you by e-mail, telephone or post to provide you with details about our products and services, forthcoming events or any other information which we believe may be of interest to you. If you would like us to stop using your personal information for such purposes then please notify us. We may also provide this information to any successor firm carrying on our business.

18.3. Our use of personal information is subject to your instructions, the Data Protection Act 1998 and our duty of confidentiality. Please note that our work may require us to give information to third parties such as expert witnesses and other professional advisors. You have a right to access under data protection legislation the personal data that we hold about you. Any request to access your personal data should be made in writing and sent to our CEO. If you believe that any of the personal information that we hold about you is incorrect please notify our CEO. Further details about how to access personal data can be found on the Information commissioner's website at www.ico.gov.uk.

18.4. We may wish to seek publicity for work undertaken on your behalf. We may wish to use references to you and the matter dealt with in proposals for other similar submissions made to other prospective clients in which event we will seek your consent.

18.5. Bond Clarke may provide information about you to third parties such as:

- 18.5.1. other suppliers of professional services (including lawyers, accountants and expert witnesses);

- 18.5.2. suppliers of administration, financial/banking and technical services (on occasion we may outsource typing, document preparation or photocopying);
- 18.5.3. the courts and governmental and regulatory authorities; and
- 18.5.4. organisations that regulate the legal profession.

In the case of our third party suppliers we shall always seek a confidentiality agreement with these outsourced providers. If you do not wish your file to be outsourced, please tell us as soon as possible.

- 18.6. As solicitors we have both a professional and a legal obligation to keep your affairs confidential. These obligations include not disclosing the information that you provide to us to any third parties or details about the legal services we are providing to you. We shall keep confidential all confidential information you pass to us (unless the information is in the public domain, or we are or become aware of it from another source, or we are required by law to disclose it) and all reports, advice and recommendations produced by us as a result of your instructions.
- 18.7. You shall keep confidential any methodologies and technology used by us to carry out work on the matter.
- 18.8. You authorise us to communicate with you and third parties in connection with your matters by e-mail and acknowledge that, by its nature, e-mail may not be a confidential medium and accordingly we shall have no responsibility for the confidentiality of information transmitted by e-mail.

19. Termination of our Retainer

- 19.1. Subject to the provisions of paragraph 11.2 above you may end your instructions to us by notice in writing but we can keep all your papers and documents while there is still money owing to us for fees and expenses.
- 19.2. We may decide to stop acting for you only with good reason, e.g. if you do not pay an interim bill or there is a conflict of interest. We must give you reasonable notice that we will stop acting for you.
- 19.3. If you or we decide that we should stop acting for you, you will pay our charges up to that point. These will be calculated at the hourly rate notified to you in the Engagement Letter together with expenses incurred.

20. Employees

You shall not offer employment to or use the services of either independently or via a third party any member of our staff who has been working on your matter for a period of 6 months following the end of such involvement by the individual concerned.

21. Law

The law governing any dispute arising from the Contract shall be the Laws of England and the courts of England shall have exclusive jurisdiction (but nothing shall prevent us from enforcing the payment of any debt due to us in courts outside England).