

CND PARKER ●●●

STANDARD TERMS OF BUSINESS

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STANDARD TERMS OF BUSINESS

1. General

- 1.1 The terms set out in these terms of business (**these terms**) apply to all dealings between Candey Parker Legal Services Limited (T/A **CND Parker**) and the person (including for the purpose of these terms any company, corporation, partnership or other incorporated or unincorporated body) to whom our services are supplied (**referred to as the “Client” or as “you”**). In these terms references to ‘**we**’, ‘**us**’ and ‘**our**’ are references to CND Parker and any successor or assignee.
- 1.2 CND Parker is a body corporate limited by shares. We sometimes retain the traditional title of “partner” to describe directors of CND Parker. There is however no partnership between the directors or employees or between the directors or the employees and CND Parker. A reference in these terms or elsewhere (whether in writing or orally) to a person being a “partner” is a reference to that person in their capacity as a director of CND Parker. Any reference to an employee, consultant, agent or sub-contractor of CND Parker includes an employee, consultant, agent or subcontractor of a company providing services to CND Parker.
- 1.3 There is no contract between you and any director, employee or consultant of CND Parker. Any advice given to (or other work done for) you by a director, employee or consultant of CND Parker is given (or done) by that person on behalf of CND Parker and not in his or her individual capacity and no such person assumes any personal responsibility to you for the advice or other work. All correspondence and other communications sent to you in the course of our work, whether signed by a director, consultant or employee will for all purposes be treated as having been sent on behalf of CND Parker.
- 1.4 You agree that, to the extent permitted under any applicable law, if, as a matter of law, a duty of care, or any other duty, liability or obligation, would otherwise be owed to you by any director, employee or consultant of CND Parker, such duty is excluded and you agree that you will not bring any claim – whether on the basis of breach of contract, tort (including without limitation negligence), breach of statutory duty or otherwise howsoever – against any director, employee or consultant of CND Parker in respect of any loss or damage that you or any person or company associated with you suffer or incur, directly or indirectly, in connection in any way with any advice given to or other work done for you. Any claim that you wish to make can only be made against CND Parker and not against a director, employee or consultant of CND Parker.
- 1.5 Each director, employee and consultant of CND Parker will be entitled to the benefit of these provisions under the Contracts (Rights of Third Parties) Act 1999 but CND Parker’s contract with you may be varied from time to time or terminated without the consent of any such person.

- 1.6 When you instruct us in relation to any new matter or case we will normally send you a letter confirming your instructions (a **Client Care Letter**). The terms of a Client Care Letter (if any) and these terms will together form a contract between you and us in relation to that matter or case. If there is any conflict between them, the Client Care Letter terms will prevail over these terms.

2. Services

- 2.1 CND Parker will provide to the Client the services which may be agreed between them from time to time (“the Services”).
- 2.2 CND Parker accepts no responsibility and assumes no liability to any third party in relation to and/or arising out of the provision of the Services.
- 2.3 CND Parker does not provide tax advice and does not advise on or take into account the tax treatment or consequences of any particular transaction or course of action, unless it is specifically agreed in writing beforehand that CND Parker will provide such advice or take such matters into account in a particular case.
- 2.4 CND Parker is not authorised by the Financial Services Authority and does not provide advice on investments. Occasionally the work that we carry out for you involves investments and so we may refer you to someone who is authorised to provide any necessary advice. However, as we are regulated by the Solicitors Regulation Authority for the purposes of the Financial Services and Markets Act 2000 we can provide certain limited services in relation to investments if they are closely linked with the legal services we are providing to you.

3. Know Your Client (KYC)

- 3.1 We must, when acting for you, undertake the KYC process to establish your identity. It is a condition of our engagement that you supply us with such identification information and details, including any relevant identification information for any third party providing funds for any transaction, as we may properly request from time to time. If we are not given satisfactory information in sufficient time we will be obliged to terminate the engagement.
- 3.2 The Proceeds of Crime Act 2002 (POCA) imposes on us a wide statutory obligation to report to the relevant authorities circumstances, of which we have knowledge or suspicion, that another person is engaged in certain criminal activities (including acquiring and possessing the proceeds of any crime).

- 3.3 Where we terminate our engagement under this paragraph we will be entitled to charge our appropriate fees for the work carried out to the date of termination, notwithstanding that we have been unable to complete the engagement.
- 3.4 No funds will be accepted into our client account until we are satisfied with the source of such funds and that the party remitting such funds has complied with our money laundering policies.
- 3.5 We will not be liable for any loss, damage, delay, costs, penalties or other losses incurred by you resulting from or in connection with the compliance by us with our statutory duties (or in acting as we may reasonably believe we are required to do).

4. Our responsibilities

- 4.1 We will provide the agreed services with reasonable skill and care and in a timely manner subject to the Client Care Letter and these terms.
- 4.2 The work we carry out for you will necessarily reflect the circumstances in which the work is carried out. By way of example only, where work is carried out in restricted timescales or unusual circumstances, you accept that we may be unable to provide you with the same level of written advice or confirmation as may be appropriate where such restrictions or circumstances do not exist.

5. Your responsibilities

- 5.1 You must provide us with timely, accurate and up to date information relating to the agreed services and notify us promptly of any material change in information or circumstances.
- 5.2 We will be entitled to rely on information which you give us without further verification unless expressly agreed otherwise.
- 5.3 You accept that we will be entitled to treat the person or persons instructing us as being fully authorised by you to do so, including in respect of accepting these terms and the terms of any Client Care Letter.
- 5.4 We expect you to check all information and documents sent by us to you where it is apparent from the circumstances, or indicated by us, that you should do so and to notify us promptly of any incorrect statements or information of which you become aware.
- 5.5 You must tell us as soon as possible if matters are or become particularly urgent or require action by a specific time.

5.6 You accept that we may rely and act on advice or information provided directly, or through you, by other specialist advisers acting on your behalf.

5.7 Our role is to act as legal adviser. You will be solely responsible for all commercial, financial or business decisions that you make.

6. Our Fees

6.1 Our fees will be calculated on a fair and reasonable basis having regard to competitive fee rates in the legal services market in which we operate, the nature and extent of the agreed services and the overall circumstances.

6.2 Except where we have agreed to charge fees based on the value element related to the transaction, the primary element in calculating our fees is likely to be the time spent by fee earners on the agreed services. We will notify you of appropriate fee earner rates, which will vary from time to time, during the course of our work and keep you updated with an indication of total time costs incurred where a longer transaction or process is involved.

6.3 We will try, to the extent possible, to give you an indication or projected estimate for our fees, but in the absence of our express agreement to the contrary, such indications or projections are not agreed fees or quotations and will only be estimates subject to change to reflect any other factors.

6.4 In addition to time costs, we are entitled to reflect in our fees additional factors such as the urgency or speed of action required, the novelty or complexity of the issues involved, the place where the work is undertaken, unsocial hours worked by personnel (not limited to fee earners) (whether necessarily or at your request), and the overall value or importance of the work to you.

6.5 You should bear in mind that our work will involve notes of meetings, telephone calls, file reviews, preparation for meetings, briefing meetings for appropriate delegation and other instances where the time involved may not be immediately apparent to you.

6.6 You agree that we may also charge for subsequent work provided that is undertaken by us at your request or necessarily as a result of action taken by you relating to the assertion of client privilege on your behalf or requiring us to provide information to your other professional advisers, auditors, governmental or other bodies, or the like.

6.7 All indications of costs are given subject to the addition of a services fee to reflect specific communication costs, copying, printing and scanning costs, search costs, courier charges, fees of counsel or other specialist advisers, enquiry agent/process server fees, court fees, document 'bible' (including on CD-ROM) production costs, and other

expenses incurred on your behalf in carrying out the agreed services together with travel and subsistence costs where appropriate (including the cost of providing food and drink for meetings where work spans normal meal times) (all here referred to as **disbursements**).

- 6.8 We will add Valued Added Tax (“**VAT**”) to our fees and disbursements, as may be applicable. Our VAT Registration Number is 137737293. If, at any time, CND Parker makes any reference to a figure for fees or disbursements, it will endeavour to state expressly whether or not that figure is inclusive or exclusive of VAT. However, in the absence of any express statement, it is to be assumed for all purposes that the figure mentioned is exclusive of VAT.
- 6.9 Where we act for more than one client in relation to a matter, each client will, unless otherwise agreed by us, be jointly and severally liable for our charges. If we agree that each client’s responsibility for our charges will be limited to a certain proportion of the total, and one or more clients should then cease to instruct us through insolvency or otherwise, you agree that the share of our charges which would otherwise have been payable by those ceasing to instruct us will become the responsibility of the remaining clients on a pro rata basis.

7. Interest

- 7.1 In the event that any bill is not paid on its due date, CND Parker will charge interest on the overdue amount at the rate per annum of 8% or LIBOR + 5%, whichever is the higher, from the date falling one calendar month from the date of delivery of the bill to the date on which payment is made. Such interest will accrue daily.
- 7.2 If following a late payment or payments, CND Parker subsequently accepts any other payment in respect of another bill or obligation, the acceptance of such further payment shall not operate as a waiver of CND Parker’s entitlement to interest on the late payment or payments.

8. Entitlement to Assessment

The Client may be entitled to have CND Parker’s charges reviewed by the Court in accordance with the provisions set out in the Solicitors Act 1974.

9. Further Information about Costs

- 9.1 In the case of contentious work, the Court will often “award” costs to the party which has been successful on a preliminary hearing or at a full trial, normally on the basis that the other party will pay such costs in an amount agreed between the parties or, failing agreement, assessed by the Court.

- 9.2 In most cases, the assessment of costs operates in such a manner that the successful party in litigation recovers only a proportion of his legal costs. Normally, unless there are special circumstances, this proportion is approximately two-thirds of costs actually expended.
- 9.3 If the Client is the successful party, the Client may make a partial recovery of costs from the other party. The Client should always be aware that the other party may not be capable of paying what he or she or it has been ordered to pay. The Client remains responsible for the full amount of CND Parker's costs in any such event.
- 9.4 If the Client is the unsuccessful party, the Client will be responsible not only for CND Parker's costs but also for the other party's assessed costs.
- 9.5 CND Parker undertakes work in connection with the assessment of the costs of litigation, normally in conjunction with a retained costs lawyer or costs draftsman. CND Parker charges for such work in the usual way and on its usual terms.

10. Limitation of Liability

- 10.1 No provision in the Retainer Letter or these Terms of Business (TOB) will limit any liability of CND Parker caused by fraud, fraudulent misrepresentation or reckless disregard of professional obligations or in any other situation where the law prevents CND Parker from excluding or limiting its liability, including any liability in respect of death or personal injury caused by negligence.
- 10.2 In all other cases, CND Parker limits its liability for any claim or claims made in respect of any negligence and/or breach of contract in relation to a matter in the following ways, namely (1) to a proportionate part of the overall loss or damage, the proportion reflecting CND Parker's contribution to the loss or damage, taking into account any contributory negligence on the part of the client and any negligence and/or breach of contract on the part of third parties which may have contributed to the same loss or damage; (2) to losses excluding indirect or consequential loss or damage (including loss of profits); and (3) to a maximum of £2,000,000 per claim or series of related claims, unless, prior to CND Parker commencing work on the matter, a higher limit has been agreed in writing. It is also agreed that any liability will rest with CND Parker and not with any director, employee or consultant of CND Parker.
- 10.3 We will not be liable for any loss or damage suffered by you arising from any fraudulent or negligent act or omission, misrepresentation or default:
- 10.3.1 on your part;

- 10.3.2 on the part of any of your agents; or
- 10.3.3 on the part of any other third party acting on your behalf.

10.4 We will have no Liability for:

- 10.4.1 any loss or damage that you may suffer as a result of any change in the law, or in the interpretation of the law, that occurs after we have given our advice to you;
- 10.4.2 any tax advice, or any failure to give tax advice, unless such tax advice is an integral or clearly specified part of the agreed services. Tax for this purpose includes all elements of national, international, local governmental or other taxation, imposition of duty, VAT, stamp duty or other levy or charge; or
- 10.4.3 any advice, materials or information provided by us which are reproduced in any form or otherwise used or relied on by you in breach of, or at variance with, any of these terms or any other terms of our engagement or for a purpose different from the one for which they were originally provided.
- 10.4.4 any loss or damage that you may suffer as a result of failure of the bank where the Client account is held.

11. Suspension

In the event that any bill is not paid on its due date or any request by CND Parker for a payment on account of costs or any other liability is not satisfied by the date specified, CND Parker may suspend the provision of the Services in relation to the matter to which the unpaid bill or unsatisfied request relates or any or all matters in relation to which CND Parker is retained by the Client.

12. Complaints Policy

- 12.1 CND Parker has a written complaints procedure which is set out in this paragraph. In the event of any problem, the Client is entitled to complain and should make such complaint, in writing, to Ravindra Kumar, who will acknowledge receipt of such complaint within 7 days, provide a substantive response in writing within a further 14 days and take such further steps as may appear to him to be desirable for the sake of resolving the complaint, if possible, within a further 7 days thereafter. This procedure is available for all complaints, whatever the subject-matter, including any complaints about bills. No charge will be made in respect of the handling of any complaint.

- 12.2 If, at the conclusion of CND Parker's complaints procedure, the Client remains dissatisfied, the Client may have the right to make a complaint to the Legal Ombudsman who will review it. Time limits apply. Ordinarily, a client must make a complaint to the Legal Ombudsman within six months of the date of the written response from CND Parker to the client's complaint referred to in paragraph 28 of these TOB and within one year from the act or omission complained of or one year from the date when the client should reasonably have known there was cause for complaint without taking advice from a third party; whichever is later. The Legal Ombudsman may extend these time limits to the extent that he considers fair but only in exceptional circumstances. The Client should write to Legal Ombudsman at PO Box 15870, Birmingham B30 9EB. Further details appear on the Legal Ombudsman's website which is at www.legalombudsman.org.uk.

13. Termination

- 13.1 CND Parker may terminate the Retainer for good reason and on reasonable notice. The Client's attention is drawn to the provisions of Section 65(2) of the Solicitors Act 1974 which are to the effect that the failure by a client to meet a reasonable request by a solicitor for a payment on account of costs incurred or to be incurred in connection with litigation within a reasonable time shall entitle the solicitor to terminate the retainer on reasonable notice. Other examples of "good reasons" include situations where a solicitor is or becomes subject to a conflict of interests as defined by the Solicitors' Code of Conduct 2007 or whether a client fails to provide a solicitor with any or adequate instructions or adequate verification of his, her or its identity.
- 13.2 In the event that CND Parker terminates its retainer during the currency of court proceedings, CND Parker will need to have its name removed from the court record as the solicitors on record in that particular case. This can be done, with the Client's consent and co-operation, by filing and serving a notice of change of solicitor. If the Client does not consent and co-operate, CND Parker will need to make an application to the court in the proceedings and the costs of taking that step will normally be recoverable from the Client in addition to any other costs, charges and expenses then outstanding.
- 13.3 The Client may terminate the Retainer for any reason and at any time.

14. Money Laundering / Proceeds of Crime

CND Parker is required by law (1) to obtain evidence of identity from every new client and (2) in certain circumstances, to disclose information giving rise to a suspicion of money laundering or that any money or property represents the proceeds of crime without informing the Client of such disclosure or, if CND Parker has to cease acting for the Client in such circumstances, providing an explanation.

15. Data Protection

CND Parker is registered under the Data Protection Act 1998 and holds its clients' personal data in accordance with the terms of that Act. CND Parker shall be entitled to hold and process, manually and electronically, the Client's personal data in the course of providing the Services and for accounting, marketing and internal administrative purposes.

16. Files and documents

16.1 You must make specific arrangements with us if you wish papers to be retained in physical copies as we shall return your files and papers after the closure of the assignment. If you seek the files and papers to be stored you shall be required to pay for storage charges.

16.2 Unless returned to you, CND Parker will store files and papers relating to matters the subject of the Services for at least 6 years, after which time they may, in CND Parker's discretion, be securely destroyed. Such files and papers may, in CND Parker's discretion, be scanned and stored in electronic form, in which case the originals may be securely destroyed immediately thereafter. CND Parker may, at the conclusion of any matter, make a charge reflecting its reasonable estimate of the likely cost of scanning and/or storage, whether in hard copy or electronic form.

16.3 We have a general and particular lien (right of retention) over any of your property, deeds and other papers (including electronically stored material) in or coming into our possession in respect of payments due to us. If payment remains outstanding, we may, after reasonable notice to you, enforce such lien by sale or otherwise dealing with all or any part of such property or papers as we consider appropriate.

17. Copyright

We retain copyright and other applicable intellectual property rights in all processes and materials developed by us either before or during the course of our work for you including, but not limited to, reports, memoranda, advice in writing, original documents, methodologies and software.

18. Confidentiality

18.1 Subject to paragraph 18.2, where information provided to us by you or by us to you clearly appears or is stated to be confidential we will take and require you to take such steps as are reasonably appropriate in good faith to protect such information from wrongful disclosure to or misuse by third parties. Disclosure will not be prevented where the information in question becomes public knowledge (unless it has become so in breach

of this paragraph) or is disclosed by others not subject to restriction or was known by us prior to disclosure by you. We may disclose information to our suppliers as part of the provision of the agreed services to you, where such suppliers are subject to similar obligations of confidentiality.

- 18.2 Our advice to and correspondence with you may be legally privileged in certain circumstances. We may however be under a statutory duty to disclose certain facts or information to third parties and to co-operate with any official investigations or enquiries relating in whole or part to any work we have done for you. In that case our statutory duties may override our duties to you. We will endeavour, where practicable and unless precluded by law, to notify you immediately of any such event and to take reasonable and proper steps to protect your interests pending your further instructions.
- 18.3 Except where otherwise agreed, the fact that we act for you professionally will not be deemed confidential and may be disclosed to clients or prospective clients. We may act for other parties whose interests may be in competition or opposed to yours provided that we do not in doing so use information obtained from you to your detriment.

19. Electronic communication

- 19.1 Although we take considerable precautions to protect our electronic networks, we cannot guarantee the security or integrity of such communication, and cannot accept any liability for degradation, viruses or other infections. You nevertheless agree that we may communicate with you by fax and e-mail.
- 19.2 E-mail communications to and from our directors, employees and consultants may be monitored, intercepted or read as part of the management of our business before or after their receipt or transmission to the intended recipient.

20. Third Parties

No provision of these TOB is intended to be enforceable by any third party by virtue of the Contracts (Rights of Third Parties) Act 1999.

21. Severability

To the extent that any provision of the Retainer may be held by any court or other competent authority to be invalid or unenforceable, the validity of the other provisions of the retainer and the remainder, if any, of the provision in question shall be unaffected.

22. Variation

CND Parker may vary the terms of the Retainer, including these TOB, (1) by agreement with the Client and (2) without the agreement of the Client but in this latter case only for the purpose of complying with any change in applicable law, regulations, rules or codes coming into force after the date on which the Retainer was concluded. Such variations shall take effect upon CND Parker giving written notice to the Client.

23. Regulatory Information

CND Parker is regulated by the Solicitors Regulation Authority (“the SRA”). CND Parker’s SRA number is 567214. All solicitors are subject to the rules and principles of professional conduct. For more information on the relevant code of conduct, the Client should write to The Solicitors Regulation Authority, Ipsley Court, Berrington Close, Redditch B98 0DT or consult the SRA’s website at www.sra.org.uk.

24. Insurance

CND Parker has professional indemnity insurance. You may contact us for details of our insurer and the address for notifications.

25. Governing Law and Jurisdiction

The Retainer shall be governed by English law. CND Parker and the Client each hereby irrevocably agree that the Courts of England and Wales shall have exclusive jurisdiction to hear and determine any dispute which may arise from or in relation to the Retainer.