
TERMS AND CONDITIONS OF BUSINESS

KERMAN & C^o LLP

200 Strand London WC2R 1DJ United Kingdom

Tel +44 (0)20 7539 7272 Fax +44 (0)20 7240 5780

DX 99 London/Chancery Lane

www.kermanco.com

info@kermanco.com

Contents

1 Kerman & Co LLP 1

2 Our aim 1

3 Our commitment to you 1

4 Our hours of business 1

5 People responsible for your work 2

6 Charges and expenses 2

7 Quality 3

8 Responsibilities 3

9 Liability 4

10 Payment arrangements 4

11 Other parties' charges and expenses 6

12 Banking arrangements and interest payment 7

13 Other property disclaimers 8

14 Storage and retention of papers and documents 8

15 Financial services 9

16 Termination 9

17 Limited companies and other entities 10

18 Tax advice 10

19 Identity and disclosure requirements 10

20 Communication between you and us 12

21 General matters 12

These Terms and Conditions of Business, together with our Engagement Letter or equivalent document, constitute our standard client agreement upon which we intend to rely. For your own benefit and protection you should read these documents carefully before instructing us. If you do not understand any point, or have any questions, please ask for further information.

1 Kerman & Co LLP

1.1 Kerman & Co LLP is a limited liability partnership registered in England and Wales with registered number OC303233 with registered offices at 200 Strand London WC2R 1DJ and authorised and regulated by the Solicitors Regulation Authority (SRA Number 382661) whose head office is at The Cube, 199 Wharfedale Street, Birmingham, B1 1RN (the SRA). References in these terms and conditions as “us” “we” or “our” and “firm” are to Kerman & Co LLP.

This means we are governed by the Code of Conduct and other professional rules, which you can access on the SRA’s website www.sra.org.uk or by calling 0370 606 2555.

1.2 In these terms and conditions reference to a “partner” is used to refer to a member of the firm.

2 Our aim

2.1 We aim to offer our clients quality legal advice and a personal service at fair cost. As a start, we hope it is helpful if we set out in this document the basis on which we will provide our professional services.

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

3 Our commitment to you

3.1 We will make every effort to:

- (a) REPRESENT your interests and keep your business confidential.
- (b) EXPLAIN the legal work which may be required and the prospects of a successful outcome.
- (c) MAKE SURE that you understand the likely degree of financial risk which you will be taking on.
- (d) KEEP YOU informed of progress or, if there is none, when you are likely to hear from us.
- (e) AVOID using technical legal language when writing to you – tell us when we fail in this aim!
- (f) DEAL with queries promptly, for example by trying to return telephone calls on the same day.
- (g) PROCESS your personal data strictly in accordance with our privacy policy in force from time to time (please see <http://www.kermanco.com/privacy-policy/>), which is hereby incorporated into these Terms and Conditions.

4 Our hours of business

Our normal office opening hours are between 9.30am and 5.30pm on weekdays. Messages can be left on individuals’ voice-mail or at reception outside those hours and appointments can be arranged at other times when this is essential.

5 People responsible for your work

- 5.1 The Partner or other solicitor responsible for your work will be as outlined in the Engagement Letter. We will try to avoid changing the people who handle your work but if this cannot be avoided, we will tell you promptly of any change and why it may be necessary.
- 5.2 The Partners of this firm with final responsibility for work done are set out in the Engagement Letter.

6 Charges and expenses

- 6.1 Our charges will be calculated mainly by reference to the time spent by Partners, solicitors and other staff in respect of any work which they do on your behalf or at your request. This will include meetings with you and perhaps others at our offices or another agreed venue, reading and working on papers, correspondence including e-mails, preparation of any detailed costs calculations, and time spent travelling away from the office when this is necessary (including attendance at Court or any other fora).
- 6.2 The applicable hourly rates are set out in our Engagement Letter and are available on request.
- 6.3 In addition to the time spent, we may take into account a number of factors including any need to carry out work outside our normal office hours, the complexity of the issues, the speed at which action has to be taken, attendance outside our offices and any particularly specialist expertise which the case may demand. In particular, in property transactions, in the administration of estates and in matters involving a substantial financial value or benefit to a client, a charge reflecting, for example, the price of the property, the size of the estate or the value of the financial benefit may be considered. It is not always possible to indicate how these aspects may arise. Where a charge reflecting any value element is to be added we will explain this to you before the work is carried out.
- 6.4 Our time charges, fee estimates or quotations are based on the assumption that you and third parties will act promptly to deal with any correspondence or materials we send you. If you or they do not act promptly, it may be necessary for us to incur additional time re-visiting the file or following up, thus adding to the time incurred. We will invoice you for such additional costs even if they mean that our estimate or quotation is exceeded.
- 6.5 Solicitors have to pay out various expenses on behalf of clients ranging from Land or Probate Registry fees, to Court fees, Counsel's fees, experts fees, Stamp Duty Land Tax and so on. We have no obligation to make such payments unless you have provided us with the funds for that purpose. VAT is payable on certain expenses. We refer to such payments generally and in fee notes as "disbursements".
- 6.6 We will add VAT to our charges where legally required to do so at the prevailing rate that applies when the work is done. The supply of our services to overseas clients (other than in relation to property located within the UK) may however be zero rated.
- 6.7 Dealing with client matters can involve considerable overhead costs, and it is our practice to include within invoices an Administration Charge to reflect such costs. As the cost of accurately calculating some charges would be prohibitive and out of proportion to the amounts, the basis of charging is our reasonable estimate of such costs.
- 6.8 If, for any reason, a matter does not proceed to completion, we will be entitled to charge you for work done and expenses incurred. Property sales and purchases which fail to

complete often involve as much work as those which reach completion. Any charge made will not exceed the amount of our estimate unless agreed otherwise.

- 6.9 Where a matter requires advice on the law of another jurisdiction, we will need to instruct lawyers in that jurisdiction and will not do so without your prior approval.
- 6.10 From time to time we may arrange introductions for some of the necessary work to be carried out by external firms, consultants or others not directly employed by this firm ("external advisers"). In such circumstances your engagement will be with the external advisers and not with Kerman & Co LLP. It is therefore important that you enter into a suitable contractual relationship with the external advisor and that you satisfy yourself as to all relevant matters including, but not limited to, the suitability of the contract, the confidentiality arrangements and the professional indemnity or other insurance cover of the external adviser. Kerman & Co LLP will not be responsible for any advice, information or documents provided by external advisers, unless we have expressly agreed in writing to accept such responsibility. In providing our own services to you, we are entitled to rely on the completeness, factual accuracy and technical quality of such advice, information or documents.

7 Quality

- 7.1 It is our aim to provide you with work and service of the highest quality and if at any time you are dissatisfied with any aspect, you should not hesitate to tell us. In accordance with the Solicitors Regulation Authority ("SRA") Rules we operate a formal complaints procedure so as to ensure that complaints are dealt with objectively and expeditiously without prejudicing our relationship with you. We recommend that in the first instance you discuss any problems with the Client Partner responsible for handling your affairs generally. If you prefer, you may talk to the Partner handling the particular matter, or ask to be put through to our Quality Executive. A copy of our complaints handling procedure is available on request.
- 7.2 If, for any reason, we are unable to resolve the problem then the matter can be referred to the Legal Ombudsman at PO Box 6806, Wolverhampton, WV1 9WJ or telephone 0300 550333. You will need to notify a complaint to the Legal Ombudsman within six months of receiving a final written response from us to the complaint or within six years of the act or omission about which you are complaining occurring (or outside of this period, within three years of when you should reasonably have been aware of it).

8 Responsibilities

- 8.1 We will provide the agreed legal services with reasonable skill and care and in a timely manner subject to the engagement letter and these terms
- 8.2 Our work and advice will cover the agreed services for the purpose expressly made known to us by you. In the absence of specific instructions from you accepted by us in writing, we will not be obliged to provide, and can accept no liability for, advice or work beyond the scope of the agreed services or in relation to factors of which we were not made aware.
- 8.3 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. We will be entitled to rely on information which you give us without further verification unless expressly agreed otherwise. This includes information provided directly, or through you, by other specialist advisors acting on your behalf.
- 8.4 You must tell us as soon as possible if matters are or become particularly urgent or require action by a specific time.

9 Liability

- 9.1 Where you have suffered loss for which we and any other person or entity are held to have been jointly and severally liable, the loss recoverable shall be limited so as to be in proportion to our relative contribution to the overall fault including your fault, our fault and the fault of any other person in respect of the loss in question. Except in the case of death or personal injury caused by our negligence or in other circumstances where liability may not be so limited under applicable law, our liability to you whether arising in contract, tort, negligence, breach of statutory duty or otherwise shall not exceed the sum of £3,000,000 (three million pounds sterling). We will not be liable for any consequential, special, indirect or exemplary damages, costs or losses, or any damages, costs or losses attributable to lost profits or opportunities. If another adviser appointed by you in connection with the work we are instructed to carry out seeks to limit their liability to you, you will inform us, and you agree that our liability to you will be reduced by an amount equal to that which we are unable to recover from that other adviser; you further agree that our liability to you will not be increased by any amount which you do not seek to recover, or do not successfully recover, from such other adviser.
- 9.2 In common with many firms nowadays, our practice is a Limited Liability Partnership, and this legal form provides limitations on personal liability for members and others. Your engagement is solely with the limited liability partnership Kerman & Co LLP, and any obligation or liability which may arise towards you shall be solely that of the limited liability partnership. No such liability or responsibility is or will be assumed by or attach personally to any individual member, employee or consultant of the limited liability partnership. By entering into this engagement you agree that you are not relying upon any such assumption of personal liability and that in the event of any claim or action arising from the engagement or otherwise you will, to the extent permitted by law, not bring any such claim or action against any employee or consultant of Kerman & Co LLP, nor against any individual member of Kerman & Co LLP, but will confine the claim or action to Kerman & Co LLP itself. You agree that any such employee, consultant or individual member of Kerman & Co LLP shall be entitled to enforce this paragraph under the Contracts (Rights of Third Parties) Act 1999.
- 9.3 A copy of the terms of our professional indemnity insurance is available on request at the firm's offices.

10 Payment arrangements

- 10.1 In property transactions, we will normally send you our bill following the exchange of contracts. Payment is required on a purchase prior to completion, and at completion on a sale. If sufficient funds are available on completion, and we have sent you a bill, we will deduct our charges and expenses from the funds. If a property matter is likely to be protracted we will issue bills on a monthly basis.
- 10.2 In the administration of estates, we will normally submit interim bills at regular stages during the administration, starting with the obtaining of a Grant of Probate. The final account will be prepared when the Estate Accounts are ready for approval or prior to the making of the final distributions.
- 10.3 In other cases or transactions it is our normal practice to render accounts on a periodic basis, usually monthly, unless the matter is expected to be finalised in a relatively short period. Unless otherwise agreed with you in writing at the outset, each of these accounts will be treated as final bills for the period of work covered by the account. We may also periodically render accounts in respect of Counsel's fees and other disbursements. It is normal practice to ask clients to pay sums of money from time to

time on account of the charges and expenses which are expected in the following weeks or months. We find that this helps clients in budgeting for costs as well as keeping them informed of the legal expenses which are being incurred. If such requests are not met with prompt payment, delay in the progress of a case may result. In the unlikely event of any bill or request for payment not being met, this firm must reserve the right to stop acting for you further.

- 10.4 Payment is due to us on presentation of our bill. Interest will be charged on a daily basis at 4% over a clearing bank base rate from time to time from the date of the bill in cases where payment is not made within 14 days of delivery by us of the bill. Bills may from time to time be issued in the form of Requests for Payment, in which case the document will bear the words "This is not a VAT invoice". A VAT invoice will be issued following settlement of the Request for Payment. The client may then use the VAT invoice to reclaim any applicable input VAT. If our invoice remains unpaid for a period of over 14 days, we reserve the right to recover the outstanding sums together with any costs associated with such recovery.
- 10.5 The Common Law entitles us to retain any money, papers or other property belonging to you which properly come into our possession pending payment of our costs, whether or not the property is acquired in connection with the matter for which the costs were incurred. This is known as a "general lien". We are not entitled to sell property held under a lien but we are entitled to hold property, other than money, even if the value of it greatly exceeds the amount due to us in respect of our costs.
- 10.6 Monies due to you from us will be paid by cheque or bank transfer, but not in cash, and will not be made payable to a third party.
- 10.7 Our firm's policy is not to accept cash from clients. If clients 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.
- 10.8 Where our client is a company or other legal person, any individual, being a Director or equivalent office holder of such legal person who instructs us to carry out any work for the legal person, does so as guarantor of our fees and other charges.
- 10.9 We do not act for legally-aided (Community Legal Service) clients.
- 10.10 You are primarily responsible for the payment of our costs, even if a third party may have agreed, or the other party in a litigation action is ordered, to pay or contribute towards them. If any such party fails to make payment for any reason, you will remain solely and fully responsible for payment of our costs.
- 10.11 If you are not satisfied with the amount of our fees, you may have our charges taxed by an Officer of the High Court in accordance with the Solicitors Act 1974, provided that you comply with the relevant time limits stated on the reverse of our invoice or Request for Payment. You may also complain to the Legal Ombudsman but the Legal Ombudsman may not consider your complaint if you have already applied to the Court for an assessment of the bill.
- 10.12 Any payment on account which you make will not represent our fee for the whole of the work to be done and it is probable that our costs will be significantly greater than any amount paid in advance.
- 10.13 We will render a final bill of costs as soon as possible on conclusion of the matter.
- 10.14 We are not authorised by the Financial Conduct Authority in relation to consumer credit services. We may, however, provide certain limited consumer credit services where these are incidental to the professional services we provide. This is because we are

members of the Law Society of England and Wales, which is a designated professional body for the purposes of the Financial Services and Markets Act 2000. If you are unhappy with any consumer credit services you receive from us, you should raise your concerns with the SRA or Legal Ombudsman.

- 10.15 Kerman & Co LLP is the majority shareholder of Temple Corporate Services Limited, Temple Property Services Limited, Temple Financial Services Limited and Temple Insurance Services Limited (“the Companies”). Introduction of business by Kerman & Co LLP to the Companies may result in a commission payment for the benefit of the introducer, which will be disclosed to the client upon successful introduction. If you are referred by us to any of the Companies and wish to know more about the detailed commission arrangement for your introduction please request details from us. The Companies do not carry out any SRA regulated activities and do not provide legal advice to clients.

11 Other parties’ charges and expenses

- 11.1 In some cases and transactions 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 which you incur with us. You have to pay our charges and expenses in the first place and any amounts which can be recovered will be a contribution towards them. If the other party is in receipt of legal aid (Community Legal Service) no costs are likely to be recovered.
- 11.2 You must inform us at the outset of a matter if you have insurance for legal costs. Prompt notification of a claim may be a condition of the insurance, as may be clearance of this firm’s acting on your behalf. You remain liable for our costs should there be any difficulty in obtaining payment from insurers.
- 11.3 If you are successful in a litigation matter and a Court orders another party to pay some or all of your charges and expenses, interest can be claimed on them from the other party from the date of the Court order. We will account to you for such interest to the extent that you have paid our charges or expenses on account, but we are entitled to the rest of that interest.
- 11.4 You will also be responsible for paying our charges and expenses of seeking to recover any costs that the Court orders any other party to pay to you.
- 11.5 A client who is unsuccessful in a Court case may be ordered to pay the other party’s legal charges and expenses. That money would be payable in addition to our charges and expenses. The general rule is “costs follow the event” – that is, the loser pays the winner’s costs. Arrangements can be made to take out insurance to cover liability for such legal expenses even after proceedings have commenced. Please discuss this with us if you are interested in this possibility.
- 11.6 The Courts are however moving increasingly towards an issue based costs award which reflects the relative success of the parties in connection with the pleaded issues. The amounts payable are assessed by the Court at the end of the case if the parties are unable to agree them.
- 11.7 The Court can now make costs orders on interim applications of less than one day’s duration, at the conclusion of the application. This is known as summary assessment where the Judge scrutinises the statement of costs lodged by the winning party and assesses whether those costs are reasonable as between the parties. This results in an order to pay a specific sum of money which sum is payable within 14 days of the date the order is made. You will be responsible for putting us in funds to make such payments on your behalf if such an order is made against you.

- 11.8 You will be responsible for payment of our costs in full regardless of any order for costs that may be made against any other party. We will, of course, account to you in due course for any sums that we may recover from your opponent if you are awarded costs against your opponent. If costs are taxed by the Court, the taxation procedure can take in excess of six months. You will however, be entitled to interest on the taxed costs from the date of the Order until payment by the other side.
- 11.9 Any costs awarded against your opponent will not usually be payable on an indemnity basis and there will normally be a shortfall between the costs of the action and the costs recoverable from your opponent. This shortfall varies from case to case but on average it is in the region of 35%. You will be responsible for any shortfall. You should also bear in mind that your ability to recover costs depends on the other party being financially able to pay them. It is therefore sensible to have regard throughout the matter to the financial position of your opponent. If your opponent is legally aided, it is unlikely that you will be able to recover any costs even if you are successful.
- 11.10 As substantial costs can be incurred in pursuing a matter to trial, you should always bear in mind whether the likely outcome will justify the expense or risk involved. If you lose, you will in all probability be liable to pay a substantial proportion of your opponent's costs, which on average will be in the region of 65% of that party's "Solicitor and Client" costs.
- 11.11 If we need to instruct an independent expert, we will inform you, and the expert will be told to render the charges directly to you. You will be solely liable for payment of those charges. Where a matter proceeds to trial we will require a substantial payment well in advance of the trial in order to cover all costs and disbursements which are likely to be incurred.
- 11.12 If your case is brought before a Tribunal that has no power to award costs, except in exceptional circumstances, you will be unable to recover your costs from the other party even if successful.

12 Banking arrangements and interest payment

- 12.1 Any money received on your behalf will be held in our Client Account. Subject to certain minimum amounts and periods of time set out in the Solicitors Accounts Rules 2011, interest will be calculated and paid to you at the rate from time to time payable on a leading bank's Designated Client Accounts.
- 12.2 The period for which interest will be paid will normally run from the date(s) on which funds are received by us until the date(s) of issue of any cheque(s) from our Client Account.
- 12.3 Where any amounts remain due to the firm – whether in respect of unpaid invoices, disbursements or otherwise – we will apply interest which may have been earned on your client account in settlement or part settlement of such amounts.
- 12.4 When we place money on your behalf with any financial institution, we make no representation regarding the financial soundness of such institution nor regarding any aspect of its business, and we cannot accept any liability arising from the default or other failure on the part of the financial institution. Although the Government have confirmed that the Financial Services Compensation Scheme (FSCS) applies to client money placed with financial institutions, you should bear in mind that the FSCS limit applies to you, and so if you hold other monies in the same bank as your client account, the limit remains £75,000 in total. Some deposit taking institutions have several brands. You should check with your bank, the FSA or a financial advisor for more information. As of the date of these Terms and Conditions the firm's principal banking relationship

for the placing of client funds is with Allied Irish Bank (GB), Barclays Bank Plc and National Westminster Bank Plc, however monies may also be placed other financial institutions. These arrangements may change from time to time. If you have deposits with financial institutions, it is likely that these will be aggregated with funds on client account for purposes of applying the FSCS limit described above. Therefore if you have other funds with financial institutions it is important that you inform us and that you consider the possible consequences of such aggregation.

- 12.5 Where a client obtains borrowing from a lender in a property transaction, we generally, although not under any obligation to do so, ask the lender to arrange that the loan cheque is received by us a minimum of four working days prior to the completion date. If the money can be telegraphed, we may request that we receive it the day before completion. This will enable us to ensure that the necessary funds are available in time for completion. Such clients need to be aware that the lender may charge interest from the date of issue of their loan cheque or the telegraphing of the payment. We accept no responsibility for the consequences of delay caused by the late arrival of funds.

13 Other property disclaimers

- 13.1 It is not our responsibility to carry out a physical inspection of any property, or carry out any investigations on any neighbouring or surrounding property, but if you wish us to do this for any reason please make a specific request. We shall not advise on the valuation of the property nor the suitability of your mortgage nor any other financial arrangements. We shall not advise generally on environmental liabilities where we shall assume, unless you tell us to the contrary, that you are making your own arrangements for any appropriate environmental survey or investigations. We may, however, need to obtain on behalf of your lender, at your expense, an environmental search.
- 13.2 We will not advise you on the local authority or other planning implications of your proposed purchase unless specifically requested to do so by you, otherwise than by reporting to you on any relevant information provided by the results of the „local search.

14 Storage and retention of papers and documents

- 14.1 Our privacy policy in force from time to time (please see <http://www.kermanco.com/privacy-policy/>) notifies you about how long we retain your personal data for. In addition, after completing the work, we are entitled to keep all your papers and documents while there is money owing to us for our charges and expenses. On expiry of the applicable retention period, we have the right to destroy papers and other records. We will not of course destroy any documents such as original Wills, Deeds, and other securities, which you ask us to hold in safe custody. We may charge you for such storage on prior notice in writing to you from a future date which we specify in that notice.
- 14.2 If we retrieve papers, documents or electronic files from storage in relation to continuing or new instructions to act in connection with your affairs, we may make an administrative charge for time and/or cost relating to the production of such materials to you or to another person at your request. We may also charge for reading correspondence or other work necessary to comply with your instructions.
- 14.3 For any documents stored by us, including original signed documents of any description, we may without seeking your specific consent transfer such documents and correspondence to electronic or web-based storage media and destroy the originals. If you do not wish this to occur, it is important that you write to us stating your

requirements for documents to be held in physical form. The transfer to such storage media may involve an administrative charge.

- 14.4 Where we cease to act for you due to non-payment of our costs or disbursements, or non-provision of funds, or due to our reasonable concerns over information provided or not provided to us, non-compliance with our reasonable requests or any other matter (including breach of your responsibilities or such breach by third parties), we will have no continuing obligations to you, we may exercise a lien over materials in our possession and we may have a claim over any funds held.

15 Financial services

- 15.1 If, while we are acting for you, you need advice on investments, we may have to refer you to someone who is authorised by the Financial Services Authority, as we are not so authorised. However, we may be able to provide certain limited investment services where these are closely linked to the legal work we are doing for you. This is because we are members of the Law Society of England and Wales, which is a designated professional body for the purposes of the Financial Services and Markets Act 2000.
- 15.2 The SRA is the independent regulatory arm of the Law Society. The Legal Ombudsman, the independent complaints handling body of the Law Society. If you are unhappy with any investment advice you receive from us, you should raise your concerns with either of those bodies.
- 15.3 Since we are not authorised under FSMA, we are only permitted to communicate invitations or inducements to engage in investment activities (financial promotions) where these have been approved by an authorised person or are exempt from the requirement for such approval. We are retained only to provide legal and, where specifically undertaken by us, tax advice to our clients and nothing that we say or do should be construed as advice to anybody on the investment merits of acquiring or disposing of particular investments or as an invitation or inducement to anybody to engage in investment activities. Also, we do not act as brokers of investment transactions.

16 Termination

- 16.1 You may terminate your instructions to us in writing at any time but we will be entitled to keep all your papers and documents while there is money owing to us for our charges and expenses. If at any stage you do not wish us to continue doing work and/or incurring charges and expenses on your behalf, you must tell us this clearly in writing.
- 16.2 We may terminate our retainer and/or cease work in the matter if our account is not paid in accordance with these terms or we do not receive payment of the sum requested for funding a matter. We may also do so if, after notifying you of our estimate of fees, it transpires that our estimate is likely to be exceeded and we cannot agree the additional sum with you.
- 16.3 If we decide to stop acting for you, for example if you do not pay an interim bill or comply with the request for a payment on account, we will tell you the reason and give you notice in writing.
- 16.4 If we do not receive instructions to carry out work for you for a period of six months, we will be entitled to regard our client relationship with you as having been terminated, to close any files that have been opened, and to send the papers to storage.
- 16.5 Under the Consumer Protection (Distance Selling) Regulations 2000, for some non-business instructions, you may have the right to withdraw, without charge, within seven working days of the date on which you asked us to act for you. However, if we start

work with your consent within that period, you lose that right to withdraw. Your acceptance of these Terms and Conditions will amount to such consent. If you seek to withdraw instructions, you should give notice by telephone, e-mail or letter to the person named in the Engagement Letter as being responsible for your work. The Regulations require us to inform you if the work involved is likely to take more than 30 days.

17 Limited companies and other entities

- 17.1 When accepting instructions to act on behalf of a limited company or other legal entity, we may in specific circumstances require a Director and/or controlling shareholder to sign a form of personal guarantee in respect of the charges and expenses of this firm. If such a request is refused, we will be entitled to stop acting and to require immediate payment of our charges on an hourly basis together with expenses as set out earlier. Your attention is also drawn to paragraph 10.8 of these Terms and Conditions.
- 17.2 Where we are instructed by a group comprising two or more persons any one member of the group who instructs us on its behalf shall be deemed to have full authority to do so and to bind the group, unless the instructing member advises us otherwise in writing. All members of the group shall be jointly and severally liable for our fees and all disbursements.

18 Tax advice

- 18.1 Any work that we do for you may involve tax implications or necessitate the consideration of tax planning strategies. We will not be advising you on any tax planning strategy, on the tax implications of a transaction that you instruct us to carry out, or on the likelihood of taxes arising, unless you specifically instruct us in writing to do so. If you have any concerns in this respect, please raise them with us immediately. If we can undertake the research necessary to resolve the issue, we will do so and advise you accordingly. If we cannot, we may be able to identify a source of assistance for you. Full disclosure of all relevant personal and/or corporate facts and circumstances is essential in order to render tax advice effective.
- 18.2 If your transaction involves the completion of a Stamp Duty Land Tax or any other tax form then we may complete this on your behalf but without obligation on our part. You are responsible for checking the content to ensure its accuracy prior to signature.

19 Identity and disclosure requirements

- 19.1 We are bound by the Money Laundering Regulations 2003 and 2007 and are entitled to refuse to act for you if you fail to supply appropriate proof of identity for yourself or for any principal whom you may represent. The carrying out of an electronic verification of your identity is now standard practice and the cost of any such search together with other costs of complying with money laundering legislation will be charged to you, notwithstanding that such costs may not be referred to in the Engagement Letter.
- 19.2 Solicitors are not allowed to disclose information about a client's affairs without the client's authority. In relation to any property transaction, by agreeing to these Terms and Conditions you authorise us to disclose to the other parties in the transaction (including lenders) and, if applicable, to all other parties in the chain of transactions and their agents and advisers, all information which we have in relation to your involvement in the transaction including any related sale or mortgage and other financial arrangements and wishes as to dates for exchange and completion. You may withdraw this authority at any time but if you do so you should appreciate that we will inform the other party or parties and their agents or advisers that this authority has been withdrawn. If we are also acting for your proposed lender in a transaction, we have a duty to reveal fully 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.

- 19.3 There may be circumstances (whether in property transactions or otherwise) where we in good faith consider it appropriate to disclose information in our possession. By agreeing to these Terms and Conditions you authorise us to disclose information where we have reasonable grounds to believe that it is reasonable to do so. We disclaim any liability for loss arising from the sharing of information by us in good faith.
- 19.4 The professional and legal obligations of solicitors to keep the affairs of the client confidential are subject to statutory exceptions: for example, legislation on money laundering and terrorist financing has placed solicitors under a legal duty in certain circumstances to disclose information to official bodies such as the National 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 disclosure. If, while we are acting for you, the firm in good faith considers it necessary to make such a disclosure, we will not be able to inform you that it has been made, or of the reasons for it, because the law prohibits “tipping-off”. Where the law permits us, we will tell you about any potential money laundering problems and explain what action we may need to take.
- 19.5 Our firm may be subject to audit or quality checks by external firms or organisations. We may also outsource work. This might be for example typing or photocopying or costings, or research, preparation or advice to assist with your matter. Information from your file may therefore be made available in such circumstances. We will always aim to obtain a confidentiality agreement with the third party. By countersigning the Engagement Letter, or continuing to instruct us following its receipt, you consent to such outsourcing and to such data processing of your data including personal data within or outside the EEA for such purposes. Please refer see clause paragraph 20.3 of these Terms and Conditions for more information about how we process your data.
- 19.6 The firm is accredited for Lexcel, the Law Society’s mark of excellence. Annual maintenance visits take place, which include the assessment of the firm’s standards and a review of a selection of matter files by an independent Lexcel assessor. Whilst the assessor is under a duty of confidentiality, you may prefer not to have your files reviewed. If you would like us to exclude your files from the matter list presented on assessment please let us know.
- 19.7 The firm is constantly striving to improve the quality of its services and processes. This includes requesting periodic review by outside assessors. This could mean that your file is selected for review, in which case we would need your consent for inspection to occur. All inspections are, of course, conducted in confidence. If you prefer to withhold consent, work on your file will not be affected in any way. Since very few of our clients do object to this we will assume that we do have your consent unless you notify us to the contrary. We will also assume, unless you indicate otherwise, that such consent will extend to all future matters which we conduct on your behalf.
- 19.8 We will not be liable for any loss, damage or delay arising out of the firm’s compliance with any statutory or regulatory requirement (or in acting as we may reasonably believe we are required to do so).
- 19.9 We retain the 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 and software. These materials may be used by you in and during the course of a matter

but they are not to be further used or reproduced in any form without our prior written consent. You agree that any documents or materials provided to us in the course of the agreed services may be copied and stored electronically.

20 Communication between you and us

- 20.1 We will aim to communicate with you by such method(s) as you may request. We may need to virus check disks or e-mail. Unless you withdraw consent, we will communicate with you and others when appropriate by e-mail or fax but we cannot be responsible for the security of correspondence and documents sent by e-mail or fax, nor for any other risks such as viruses, interception or mis-routing. We do not accept responsibility for loss, delay or breaches of confidentiality caused by the Royal Mail, other postal, courier, internet service providers or delivery services.
- 20.2 We may from time to time record the content of telephone conversations in order to provide a record of conversations for retention on our files and/or for training or quality purposes. We will not make reference to this during calls.
- 20.3 Our privacy policy in force from time to time (please see <http://www.kermanco.com/privacy-policy/>) notifies you how we process your personal data and informs you about your privacy rights and how applicable data protection legislation protects you. In this connection:
- (a) we warrant that we shall only process your personal data in accordance with such privacy policy (which is hereby incorporated into these Terms and Conditions); and
 - (b) you accept and acknowledge the terms of such privacy policy.

21 General matters

- 21.1 Unless otherwise agreed, and subject to the application of then current hourly rates, these Terms and Conditions shall apply to any future instructions given by you to this firm. We reserve the right to update these Terms and Conditions from time to time, and where this occurs it is the updated version which shall govern our engagement with you, including any then on-going engagements. A copy of the Terms and Conditions as they apply from time to time is posted on our website www.kermanco.com but we are not under an obligation to maintain the website version, nor to send a copy of updates to you.
- 21.2 Circumstances may arise in which we may be obliged, or deem it reasonable, to depart from these Terms and Conditions in order to comply with changes in the law or to Law Society or SRA rules. In such circumstances, we shall be entitled to treat the Terms and Conditions as amended so as to enable us to comply with our legal or regulatory obligations, notwithstanding that an appropriately revised version of these Terms and Conditions may not yet have been issued.
- 21.3 We are authorised to take instructions from the client named in our engagement as well as from any other person authorised by the client to instruct us. All advice provided by us is personal to the addressee of that advice, and no liability of any kind will be accepted towards third parties who may place reliance on such advice.
- 21.4 We attempt to avoid conflicts of interest in our work. Due to the difficulty of identifying all such conflicts, you agree to draw to our attention, without delay, any conflict or potential conflict of which you become aware. If a conflict of interest arises, we may have to decline to act for you.

- 21.5 We reserve the right not to accept instructions (including, for the avoidance of doubt, any amendments or updates to existing instructions) by e-mail or telephone unless and until we have provided written acknowledgment and confirmation of our acceptance of the terms of such instructions. None of Kerman & Co LLP, any individual member, employee or consultant of the limited liability partnership can accept any liability in respect of instructions issued by e-mail or telephone and which have not been the subject of such written acknowledgment and confirmation.
- 21.6 Our advice will be rendered on the basis of information and documentation supplied by you or by others on your behalf. We will be entitled to rely on the completeness, relevance and accuracy of such information and documentation without the need for verification or enquiry.
- 21.7 We are entitled to rely on you to act with speed and diligence in all matters. This includes providing us with clear, accurate and timely instructions and with all relevant information, updating us on developments or changes in circumstances, responding to our queries, and dealing with documents which we send you. We cannot accept any liability for loss caused by delay or the failure to act on your part. You should also safeguard any documents which are likely to be required for discovery in litigation.
- 21.8 We advise on legal matters but we do not provide business or financial advice of any sort.
- 21.9 All advice provided by us is given on the basis of the state of the law and practice as they stand at the time the advice is given. Unless expressly agreed otherwise in writing we are under no obligation to bring to your attention possible, pending or subsequent changes in law or practice (including the outcome of pending or future litigation which may come before the Courts or other fora and which may be held to have been relevant to the matter on which we have been advising) nor to advise on the implications of such changes.
- 21.10 Once a transaction has been completed, we have no continuing obligation to remind you of dates or deadlines relating to the matter in any way.
- 21.11 As part of the advice which we provide to you it may occur that we are asked to consider, comment upon or take account of the law in other jurisdictions. Although we will use our best efforts to consider the relevance of such laws we are not qualified to advise on laws other than those of England & Wales (or the United Kingdom, in the case of taxation advice), and we do not hold ourselves out as able to provide such advice. We will be pleased to introduce you to suitably qualified lawyers in other jurisdictions who can provide advice that takes into account the relevant foreign laws. Where such introductions are made, the terms of paragraph 6.10 of these Terms and Conditions shall apply.
- 21.12 If any provision of these Terms and Conditions (or part of any provision) is found by any Court or other authority of competent jurisdiction to be invalid, unenforceable or illegal, the other provisions shall remain in force. If any invalid, unenforceable or illegal provision would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with whatever modification is necessary to give effect to the commercial intention of the parties. You agree that in the event of any such finding of invalidity etc., you and we will attempt to substitute for any invalid or unenforceable provision a valid and enforceable provision which achieves, to the greatest extent possible, the same effect as would have been achieved by the invalid or unenforceable provision.

- 21.13 English law will govern our agreement with you and (subject to the next paragraph) you submit to the non-exclusive jurisdiction of the English Courts.
- 21.14 Where we act for a client situated in, or in respect of issues involving the law of, the USA or Canada or where work is carried out in either of those jurisdictions the following further provisions apply:
- (a) the agreement under which we agree to act for you will still be governed by English law;
 - (b) you acknowledge that we hold ourselves out only as practitioners of the law of England and Wales (and of the United Kingdom, in the case of tax law) and do not purport to have any expertise in the law of any other jurisdiction; and
 - (c) in the unlikely event that we have any dispute with you relating to our work in the matter it will be subject to the sole and exclusive jurisdiction of the English Courts.
- 21.15 Irrespective of whether we have received a countersigned copy of our Engagement Letter, your continuing instructions in this matter will amount to an acceptance of these Terms and Conditions.

Kerman & Co LLP

May 2018