

LEXHAM LEGAL - TERMS AND CONDITIONS OF BUSINESS

This is an important document governing the relationship between the client ("you") and Lexham Legal ("us", "our", "we"), which you should keep for future reference. The terms in it will govern not only our relationship on the immediate project but also all future projects for which we act for you, unless both parties agree otherwise. Together with the attached Project Summary, the two documents together form a legally binding contract between you and us.

1. Not a solicitor firm

1.1 Although we provide corporate and commercial legal advice, our staff are not solicitors, nor are we a solicitor practice. Accordingly we are not subject to regulation by the Solicitors Regulation Authority (the SRA).

1.2 Therefore, whilst we have committed ourselves in paragraph 3 below to abide by a form of the SRA's 'core principles' of conduct, the SRA will not police our compliance, nor can we commit to comply with the rest of their Code of Conduct or any other regulations imposed by the SRA.

2. The scope of our work

2.1 We are a corporate and commercial law specialist adviser, and so we do not try to practise in certain other areas of law. Also, as a matter of law, we are prohibited from advising on certain property transfers, probate and court litigation (including preparing court documentation).

2.2 We envisage this having no bearing whatsoever on our scope of work in completing the agreed project. However, we will discuss this with you immediately if we think otherwise at a later stage.

3. Our core commitments

3.1 Subject to agreement on fees and your reasonable cooperation, we will carry out the agreed work promptly and to the standard a client might expect from a corporate and commercial law specialist adviser.

3.2 Although we are not solicitors (see 1 above), our advisers commit to comply with certain core principles which also bind solicitors, namely to:

- a) Uphold the rule of law (serving society as well as the client)
- b) Act with integrity (being honest and straightforward)
- c) Prevent our independence in advising a client from being compromised (our advice not being pressured in any way)
- d) Act in the best interests of each client
- e) Provide a good standard of service to the client
- f) Refrain from behaving in a way that is likely to diminish the trust the public places in them or legal advisers generally
- g) Treat all clients' matters with utmost confidentiality

4. Our fees

4.1 Depending on the circumstances of your project and other factors, there may be different fee structures available, such as working on a fixed agreed fee or on the basis of time spent working on the project.

4.2 Unless we offer you a fixed fee, we will give you a cost estimate for the work based on the time we think it will take to carry out the work in its entirety, applying our hourly rate as per paragraph 4.5 below. This would include, for example, meetings with you and other parties in connection with your matter, email and letter correspondence and telephone calls and consideration and preparation of documents. We do not charge you for liaising with you on our costs, or travelling time (within reason) in going to meetings, as we consider that this is not "value-added" work.

4.3 Any estimate given under paragraph 4.2 above will assume a reasonably co-operative approach by you and all 3rd parties with whom we are negotiating an agreement, and no unusual and unexpected events taking place which are outside our control and which might result in the project involving more work than could have been envisaged at the inception of the project. Should we need to increase (or lower) our estimate based on the above, we shall let you know immediately.

4.4 If we offer you a fixed fee project, we need to emphasise that any project must necessarily involve the adviser and client (and any 3rd parties involved in the project) working closely and co-operating well together. We accept that there will be times when you, or a 3rd party, will be too busy to put your minds to the project. However if for whatever reason you or the 3rd party do not co-operate with us over a longer period of time without good reason, and we have already warned on two separate occasions that we need a response from you (or the 3rd party), we will tell you that we regard the fixed fee agreement as having become impractical and will liaise with you to find a more flexible arrangement.

4.5 Unless we are working on a fixed fee basis, our hourly rate is £175 per hour, subject to annual review in January of each year. Any rate offered at the outset of a project will be honoured for its duration.

4.6 We may need to incur disbursements (expenses or a 3rd party's fees) in the course of our work. We will normally ask you to pay these in advance. Otherwise we may just incur it and ask you for reimbursement.

4.7 We will communicate with you as much as possible regarding fees. Our intention is that our work on your project is not affected by any misunderstanding or difference in expectation on costs.

5. Advance payments

5.1 In order to assist our cash-flow and yours, we have asked you to make a part-payment of fees in advance. Please remit this sum to us at the time that you sign and return the Project Summary, so that we can start work on the project.

5.2 All advance payments will be held in our client account, a transitional account for holding clients' funds during an ongoing project. We will not access any of those funds or assume any right whatsoever over them until we invoice you a prior-agreed, equivalent sum for completed work.

5.3 All client account remittances can be made by:

- posting to us a cheque drawn to 'Lexham Legal'; or
- a direct bank transfer to Barclays High Street Kensington, Sort Code 20 47 34, Acct. 50205575 (include name as reference).

6. Invoicing and final payment

6.1 We reserve the right to send you a monthly invoice during the project. However, unless you prefer otherwise, we often only invoice at the end of the project, in order to fit with a particular fee arrangement.

6.2 Please settle all invoices in accordance with paragraph 5.3 above.

6.3 Our settlement terms are one month from the date of the invoice. We need to reserve the right to terminate working for you if an invoice remains unpaid after one month. At this point we will also be entitled to charge interest on any unpaid sums at the rate of 8% per annum.

7. Our guarantee to complete agreed work

7.1 We realise that sometimes legal advisers for whatever reason do not 'see things through' to the end. Accordingly, if for any reason (except that set out in paragraph 7.2 below), it becomes clear that we cannot or will not complete the entirety of the work we had agreed at the outset, we will not charge you for any of the work, and if we have partly charged you already, we will offer you a fees refund in full within 14 days.

7.2 Our guarantee assumes that you and any 3rd parties will co-operate reasonably with us, and so paragraph 4.4 above sets out circumstances in which we may feel it impractical to continue to offer such guarantee. The guarantee does not include any disbursements paid on your behalf, nor does it make 'time of the essence' in our completing the project.

8. Our storage of completed files and documents

8.1 Following completion of your project, your file will be stored securely for a period of 6 years, after which we reserve the right to destroy it.

8.2 We will recover any file you request, within 14 days, free of charge.

9. Complaints and liability

9.1 We claim to offer a first class service and we are confident that we can deliver. However, if there is any aspect of our service that causes you concern and which cannot be resolved by Andrew Campbell in accordance with our complaints procedure (available on request), please contact the Legal Ombudsman (www.legalombudsman.org.uk or tel. 0300 555 0333) who will consider the issue for you, free of charge.

9.2 Our liability for any negligence in our provision of services is limited to £2 million unless otherwise agreed in writing. We will have no liability for any consequential loss (ie. loss of profit, loss of opportunity). However our liability for personal injury/death caused by negligence is unlimited.

If you are willing to accept the above terms and the attached Project Summary, please sign & return the Project Summary. Your cooperation on the project will also be deemed to be acceptance.