

TERMS OF ENGAGEMENT

This document sets out the scope of the services to be provided and our respective responsibilities.

BASIS OF OUR APPOINTMENT

We have agreed to provide the services described in the Invoice. Tidey & Co does not undertake any reserved legal activities as defined in section 12 of the Legal Services Act 2007 (the "Act"). Depending on the nature of our engagement we will either offer legal support to your business or we will be appointed to assist you in achieving a favourable result without the need for litigation. If a matter does fall within section 12 of the Act either a barrister or our litigation partner will be instructed to ensure conformity with the Act. Our assistance will be based on information provided from you and in some cases other advisors and we cannot be held responsible where we are not in possession of all the relevant facts and knowledge of the matter. It is imperative that there are no surprises. If you have consulted another legal advisor or firm of Solicitors you must inform that firm that they are no longer acting for you and you must obtain the file.

GENERAL TERMS AND CONDITIONS

This section sets out our general terms and conditions.

FEES

We will give you the best possible information about the likely overall cost of your matter both at the outset of the matter and, when appropriate as the matter progresses. All pre-action fees are fixed in advance set out in the Invoice.

Your fee will include time spent advising and meeting you and others; attending conferences, negotiations, mediations, arbitrations and other meetings; time spent reviewing, drafting, perusing and otherwise dealing papers and other documents; time engaged on incoming and outgoing correspondence, telephone calls and time spent minuting the same and case management. We work hard to ensure there are no hidden costs and you receive value for money. If you are unsure about any aspect of our fees please notify us prior to signing the Invoice.

Your fee will not include any barrister's fees. If it becomes clear a barrister is required the fee will be agreed with you in advance.

Our invoices will normally be rendered at appropriate intervals and will be due upon presentation. In the event of non-payment by either private, business or corporate clients, we reserve the right to claim compensation and statutory interest on debts that become overdue in accordance with the Late Payment of Commercial Debts (interest) Act 1998 and the Late Payment of Commercial Debts Regulations 2002. For all other clients, in the event of non-payment we reserve the right to charge interest at 2% over HSBC bank base rate for the time being. In addition, we reserve the right not to undertake further work on your behalf and in this event, you will be advised in writing.

CONFIDENTIALITY

We may acquire a sensitive information concerning your business of affairs in the course of delivering the professional services ("Confidential information"). In relation to Confidential Information we shall comply with the highest confidentiality standards as well as adhering to any obligations imposed on us by English law. This clause shall not apply where Confidential Information properly enters the public domain. This clause shall not prohibit our disclosure of our Confidential Information where we wish to disclose it to our professional indemnity insurance advisors in which event we may do so in confidence only.

By agreeing this Invoice you confirm that you consent and where applicable have obtained consent, to the storage, processing and sharing of the information in the above manner.

CONFLICTS OF INTEREST AND INDEPENDENCE

We reserve the right during our engagement with you to deliver services to other clients whose interest might compete with yours or are, or maybe adverse to yours. We confirm that we will notify you immediately should we become aware of any conflict of interest involving us and affecting you. If a conflict of interest should arise, either between two or more of our clients. Or in the provision of multiply services to a single client, we will take such steps as are necessary to deal with the conflicts.

COMPLAINTS

The manager of your case will be specified in your Invoice. If at any time you would like to discuss with us how our services to you could be improved, or if you are dissatisfied with the service you are receiving, we hope that you will bring your concerns to our attention. We undertake to investigate any complaint carefully and promptly and to take the appropriate action to resolve the matter and fully discuss the position with you. You should inform Kyle Tidey (ktidey@tideylaw.com) upon your dissatisfaction.

YOUR RESPONSIBILITIES

Notwithstanding our duties and responsibilities in relation to our professional services, you shall retain responsibility and accountability for:

- the management, conduct and operation of your business and/or your affairs.
- deciding on your use of, choosing to what extent you wish to rely on, or implementing advice or recommendations or other products of our professional services supplied by us.
- the delivery, achievement or realisation of any benefits directly or indirectly related to our professional services which require implementation by you.

It is your duty to provide any relevant information and paperwork needed by us to attend to your matter.

You undertake that during the course of this engagement and for a period of six months following its conclusion you will not solicit or entice away (or assist anyone else in soliciting or enticing away) any member of our professional staff with whom you have had dealings in connection with this engagement during the twelve months immediately prior to your approach, or employ any such person or engage them in any way to provide services to you. This undertaking shall not apply in respect of any member of our staff who without having been previously approached directly or indirectly by you or responds to an advertisement placed by you or on your behalf.

CLIENT MONIES

We are not regulated by the Solicitor's Regulation Authority, Bar Standards Board or CILEX Regulation and may not hold money on your behalf other than advance payments for work to be undertaken in advance.

ELECTRONIC COMMUNICATION

Internet communications are capable of data corruption and therefore we do not accept any responsibility for changes made to such communications after their dispatch. It may therefore be inappropriate to rely on advice contained in an email without obtaining written confirmation of it. We do not accept responsibilities for any areas or problems that may arise through the use of internet communication and all risks connected with sending commercial sensitive information relating to your business are borne by you. If you do not agree to accept this risk you should notify us in writing that email is not an acceptable mean of communication. However, this will of course incur further costs for you. It is the responsibility of the recipient to carry out a virus check on any attachments received.

RETENTION OF RECORDS AND FILE DESTRUCTION

During the course of our work, we will collect information from you and others at on your behalf. Whilst certain documents may legally belong to you, unless they are collected beforehand, we intend destroying correspondence and other papers that we store which are more than six years old, other than documents which we think may be of continuing significance to assist you. We will however, generally return completed files back to you for safe keeping.

PREVENTION OF MONEY LAUNDERING

In common with all accountancy, legal practices, consultancy and professional services, we are required by Proceeds of Crime Act 2002 and the Money Laundering Regulations 2007 to:

- maintain customer due diligence, procedures for all clients.
- maintain records of identification evidence and other work undertaken.
- report, in accordance with the relevant legislation and regulations to the National Crime Agency (NCA).

Under the provisions of Part 7 of the Proceeds of Crime Act 2002, we will be required to make a report to where, in the course of our business, we know or suspect, or have reasonable grounds for knowing or suspecting that any client has, by whatever means, acquired criminal proceeds through conduct which constitutes an offence in the United Kingdom or would constitute an offence if committed there. It is not our practice to inform you when such disclosure is made or the reasons for it because of the restrictions imposed by the "tipping off" provisions of the regulations.

CIRCUMSTANCES BEYOND YOUR/OUR CONTROL

Neither of us shall be in breach of our contractual obligations or shall either of us incur any liability to the other if we or you are unable to comply with the Invoice as any result of any cause beyond our or your reasonable control. In the event of any such occurrence affecting one of us, that one shall be obliged as soon as reasonably practicable to notify the other, who shall have the option of suspending or terminating the operation of the Invoice on notice taking effect immediately on delivery.

TERMINATIONS

Each of us can terminate the Engage Letter or suspend its operation by giving 30 days prior notice in writing to the other at any time. Termination or suspension under this clause shall be without prejudice to any rights that may have accrued for either of us before termination or suspension and all sums due to us shall become payable in full when termination or suspension takes effect.

LIMITATION OF LIABILITY

For all causes of action accruing in any twelfth month period, commencing on the date of issue of this Invoice, the liability of the firm in respect of breach of contract or breach of duty or fault or negligence or otherwise whatsoever arising out of or in connection with any none statutory service provided under the Terms of Invoice shall be limited. The limitation shall be no higher than the fee set out in the Letter of Engagement. This covers claims of any sort whatsoever (including interest) arising out of, or in connection with, this Agreement. This provision shall have no application to any liability for death or personal injury, or any other liability for which exclusion or restriction is prohibited by law or to liability arising as a result of fraud on our part.

GOVERNING LAW AND JURISDICTION

Subject to the last sentence of the last paragraph above "sole recourse", persons who are not party to this agreement shall have no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this agreement. This clause does not affect any right or remedy of any person which exists or is available otherwise than pursuant to that Act.

Any advice, which we give you is for your sole use and does not constitute advice to any third party to whom you may communicate it. We accept no responsibility to third parties for the aspects of our professional services or work that is made available to them.

This Invoice shall be governed by and construed in accordance with English Law. The Courts of England shall have exclusive jurisdiction in relation to any claim, dispute or difference concerning the Invoice and any matter arising from it. All costs in relation to this shall be borne by you which includes any costs that we incur.

WAIVER AND ASSIGNMENT

Failure by any one of us to exercise or enforce any rights available to us shall not amount to a waiver of any rights available to either of us.

You shall not have the rights to transfer the benefits (or transfer the burden) of the Invoice to another party without our written consent.

NOTICES

Any notice to you or us delivered under Invoice shall be in writing.

RECOVERY OF COSTS AND DISBURSEMENTS INCURRED WITH US AGAINST THIRD PARTY OPPONENTS

It is implicitly accepted by you that we are not giving and have not given any assurances whatsoever as to your enablement to recover any costs incurred with us including any disbursements against any third-party opponent in any litigation or dispute to any extent at all and this is reflected in the low fee agreed.

AGREEMENT OF TERMS

If any term or part of this Invoice shall, in the whole or in part be held to any extent to be unenforceable for any reason, then that term (or part of it) shall to that extent be deemed not to form part of the Invoice. The enforceability of the remainder of the Invoice shall not be affected by the enforceability of that term or part. The Invoice, once signed, will remain effective until it is cancelled or superseded in writing. Where it proves necessary to amend the terms of this Invoice because of legislation or other changes a revised Invoice shall be sent incorporating the changes. These changes shall be regarded as supplementary to the terms of this Invoice and will not on issue for an integral part thereof and will from the date of issue be effective until the Invoice is cancelled or superseded in writing.