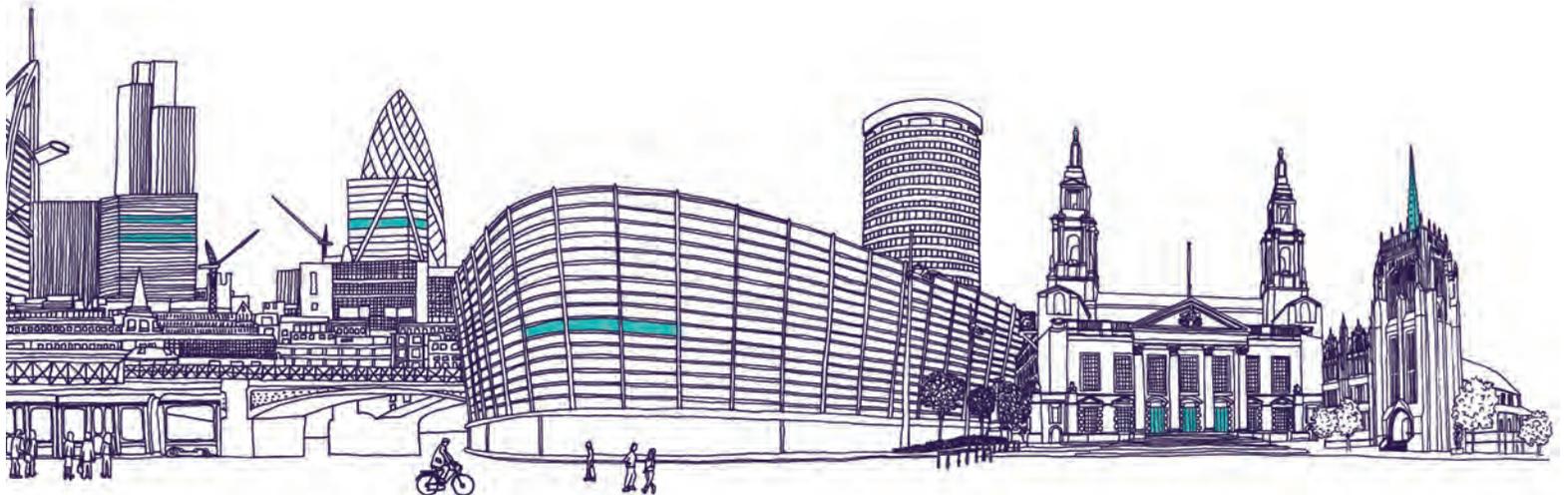


Conditions of Business



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Introduction

At Gateley, we value our reputation for high professional standards. We are committed to providing you with the highest quality of service and handling your instructions with professional skill, care and attention.

We believe it is important to establish a clear understanding of the basis upon which we provide our services. These Conditions of Business and the accompanying Letter of Engagement aim to do that and form the basis of the contract between you and us.

There may be parts of these Conditions of Business which are not immediately relevant to the work we are doing for you but, as our objective is to build a lasting relationship with our clients, we believe it is appropriate to provide you at the outset with a comprehensive description of the terms upon which we do business.

We are required to operate in accordance with the rules and ethics of the Code of Conduct issued by the Solicitors Regulation Authority.

Communications

We believe it is essential that you are kept fully informed of progress in carrying out your instructions. In addition to any specific methods of communication and reporting agreed with you, we operate a "Relationship Manager" system. If you have any questions and/or queries concerning our service then please raise them with your Relationship Manager. The Relationship Manager will not necessarily undertake all or even the majority of your work. Our policy is to use the most appropriate specialists to deal with each instruction. This avoids time and money being wasted by a lawyer researching aspects of law outside his/her core area of experience. However, the Relationship Manager will maintain an overview of your affairs and will also have ultimate responsibility for ensuring that Gateley satisfies your requirements.

We are happy to establish a method of reporting suited to your needs (for example monthly or quarterly reports, or face to face reviews).

Instructions

In appointing Gateley to act on your behalf you are also authorising us to take any necessary steps to protect your interests in that matter, unless you instruct us to the contrary, and to incur reasonable expenses on your behalf. We shall not be responsible for any failure to advise or comment on any matter which falls outside the scope of your instructions or the services we have agreed to provide. We shall not be responsible for reviewing advice given to you under previous retainers unless we expressly agree with you to keep previous advice under review. Where we receive or could be given instructions in relation to the same matter from more than one client, those clients will be jointly and individually responsible for our fees unless we agree differently. Where we receive instructions from an agent, the agent and principal will be jointly and individually responsible for our fees unless

we agree differently. A client can be an individual, firm, company and/or any other entity.

Charges

Cost is a central consideration in any business decision. Our charging practices therefore focus on providing a professional service, charging our clients a rate for the services which is demonstrably fair and reasonable.

We attempt to be flexible in our charging approach and are happy to consider with you a variety of alternatives including for example fixed fees, estimated fees, percentage fees based on specific criteria, success fees and hourly rates.

Which of these is appropriate will depend on the type of work and/or your preference. In determining our approach to fees we take into account the following:

- the complexity of the matter or the difficulty or novelty of the questions raised;
- the skill, labour, specialised knowledge and responsibility involved in the work;
- the level of lawyer and expertise appropriate to the work;
- the number and importance of documents considered and prepared;
- the place where, and the circumstances in which, the work is carried out;
- the amount or value of any money or property involved;
- whether any land involved is registered within the meaning of the Land Registration Act 1925;
- the importance of the matter to you; and
- the length of time the matter will take.

As our time and expertise is the core element of our service, time spent is the predominant factor in determining our charges. Our aim always is to carry out your instructions at the level of seniority appropriate for the provision of an efficient and economic service.

We try to ensure that you are kept fully up to date with fees as they are incurred and we advise of any change in circumstances that has a bearing upon previous information given to you about fees. Unless we agree otherwise with you, we will update you on the level of fees at least every six months and at any time upon request.

As time devoted to your instructions and work cannot be reallocated elsewhere, unless specifically agreed with a Partner, we will generally charge for work even where the

work you have instructed us on does not proceed to completion.

There are a number of different bases upon which we may charge for our services. Our Letter of Engagement will normally specify which basis is to apply to a particular matter, but if no specific basis of charging is expressly agreed with you then you will be charged based on our hourly rates.

Hourly rates

Where our charges are on a time basis they will be based on an hourly rate. We will also charge you for expenses and any relevant taxes. Our time is calculated in units of six minutes. Time spent on your affairs will include meeting with you and perhaps third parties, time spent travelling, considering, discussing the position with colleagues, preparing, working on papers, attendance notes, correspondence, making and receiving telephone calls, preparing for and attending court or tribunal. All fees and expenses are quoted exclusive of value added tax or any other applicable tax from time to time.

The current charge out rates for fee earners at Gateley are as follows:

Partner	£280 – £420 per hour
Legal Director	£275 – £415 per hour
Senior Associate	£273 – £400 per hour
Associate	£240 – £299 per hour
Assistant Solicitor	£150 – £289 per hour
Trainee	£158 – £184 per hour
Paralegal	£100 – £210 per hour

The specific fee arrangements for your matter are set out in a schedule to the Letter of Engagement.

The charge out rates are reviewed with effect from 1 May each year and any new rates will take effect from that date.

Expenses

It is often inevitable that we have to pay expenses (sometimes called “disbursements”) on your behalf. Examples include court fees, counsel’s fees, search fees, registration fees, stamp duty and special bank transaction costs. Unless you instruct us to the contrary, we will take it that we have your authority to pay such expenses as we consider necessary in respect of any particular matter. We also charge photocopying, document production and printing, faxes and travelling expenses as separate expenses.

Some expenses may be substantial and in these cases we may require money to be paid to us on account before we incur any liability.

Our charges for certain expenses include an element of profit costs. These will be billed as such. A list of these expenses is available on request.

We may also charge you for postal and telephone costs incurred on your behalf in appropriate cases. This will usually be where they are international rather than domestic or where we arrange a telephone conference to accommodate two callers or more.

Value added tax

Any amounts are net of value added tax. Value added tax will be charged at the appropriate rate on our fees and on those expenses that are subject to value added tax. Value added tax may not be payable if you are based outside the European Union.

Invoices

Every business appreciates the importance of regular cash flow. We are no different and our cash flow is important to enable us to provide a professional service and to invest for the future. It is equally important for you to be aware on a regular basis of the fees and expenses which you have incurred. That being so, it is our general policy to render regular interim invoices.

This may not be appropriate for some types of work. For example, in many corporate and property matters, work is undertaken over a short period and our invoice will normally be rendered on completion. However, we reserve the right to render interim invoices as and when we think necessary. Alternatively, we may agree with you regular periodic invoicing. Any interim invoices we issue will be “interim statute bills” unless stated otherwise. This means that we will be able to enforce and sue on these invoices if they are not paid.

Your Relationship Manager is always willing to discuss with you the most appropriate invoicing procedures for any particular matter.

Payments

Our terms of business require payment to be made immediately upon completion of transactions (such as corporate and conveyancing matters) unless a different arrangement is made. Otherwise, payment is required no later than 30 days from the date of invoice.

If any invoice is overdue for payment, we shall be entitled to refrain from continuing to do work for you. This applies to the matter to which the invoice relates and any other matter for which we may be working for you. We shall also be entitled to retain any money we are holding for you in our client account, together with documents and papers belonging to you and our papers, until all sums outstanding to us for any work are paid.

We may charge interest on unpaid bills (both before and after judgment) and will do so at the rate prescribed in the Late

Payment of Commercial Debts (Interest) Act 1998 or if this Act does not apply, at 4% above Bank of Scotland plc base rate from time to time.

Monies

In certain circumstances we may require you to make payment(s) on account of charges and expenses to be incurred prior to any work being carried out or continued. If these circumstances arise we will contact you to discuss this and let you know the amount required by us.

Money held by us for you, whether on account or otherwise, will be placed in our client account and you will be entitled to a sum in lieu of the interest which would have been earned, had it been held in a separate designated deposit account unless the amount of interest is less than £20. Details of our policy on client interest are available on request.

Your money

In the course of carrying out your instructions, we may hold or receive money on your behalf. In accordance with professional regulations, money held or received for your benefit will be deposited in one or more of our client accounts. All deposits in our client accounts continue to be your money at your risk. Pursuant to the relevant Solicitors Regulation Authority regulations, our client accounts must be held with banks or building societies. We amalgamate deposits from across our client base in one or more client accounts (unless we have specifically been instructed to open a designated client account for you). In the event of failure of a bank or building society, we may allocate monies held with the failed bank or building society in our discretion as we see fit.

We do not accept any liability whatsoever for loss of moneys properly deposited into our client accounts. If you wish to instruct us how to apply your money we will require a reasonable time to comply with your instructions. We may not be able to withdraw moneys from deposit outside of normal banking hours.

We do not carry insurance to cover the security of moneys deposited in our client accounts. Please note that the Financial Services Compensation Scheme does not offer protection to businesses categorised as “large businesses”. This scheme currently offers protection to private individuals and “small businesses”. The scope of this scheme varies from time to time. Further information about the scheme, including who is an eligible claimant, can be found at www.fscs.org.uk.

Please note also that the compensation limit of £85,000 currently applicable under the Financial Services Compensation Scheme operates on a per person per authorised bank basis. So, if you have deposited other moneys in banks that are members of this scheme as well as in our client account, the limit of the scheme will be £85,000 in total in respect of all your moneys held on deposit with authorised banks including moneys deposited in our client account on your behalf. You will not derive additional benefit under the scheme by depositing moneys in our client account.

The compensation limit applies to each depositor for the total of their deposits with an organisation, regardless of how many accounts they hold.

Dispute resolution

There are a number of specific points that you should be aware of when involved in litigation, arbitration or Alternative Dispute Resolution procedures. Please also read our Notes on Dispute Resolution and Funding, available on request from our Commercial Dispute Resolution Unit.

You are responsible for paying our fees and expenses even if the court, arbitrator or other official eventually orders another party to pay or contribute towards your legal costs. You should be aware that sometimes there are difficulties or delays in assessing and recovering these costs.

A court or arbitrator has wide-ranging discretion to determine which party(ies) should bear the cost of the proceedings and in which proportions. This is usually exercised to order an unsuccessful litigant to pay a proportion of the successful litigant's costs. The proportion can depend on several factors. Only in exceptional cases will the court or arbitrator make an award which gives the successful litigant a full indemnity for the costs of the proceedings. You should therefore assume that, even if your action is successful, there will be additional costs payable to us over and above anything recovered from the opponent. In cases where another party is legally aided, it is highly unlikely that you will be able to recover any costs.

You should be aware that certain expenses, for example, photocopying, document production, printing and faxes, cannot be recovered from the other side, even if you win.

If you lose an action, you will be liable to pay not only our fees and disbursements but the court or arbitrator is also likely to exercise its discretion to order you to pay a proportion of your opponent's costs.

If you withdraw an action, the other party is entitled to have an order made by the court or arbitrator for you to pay the costs.

We may discuss with you, in appropriate cases, alternative methods of resolving particular issues, such as mediation, conciliation, adjudication or expert determination. We will discuss this in more detail with you where appropriate. These Alternative Dispute Resolution procedures may have different cost implications.

Disclosure in disputes

In any action you will be required by the court or arbitrator to disclose to the other parties all documents, correspondence, notes, memoranda or other items which are or have been in your possession, custody or power and which relate in any way to the issue in the dispute. This duty to disclose includes information which is stored electronically, for example, emails, text messages, voicemail, word processed documents, databases and documents stored on portable devices such as memory sticks and mobile phones. This duty covers

documentation which may be prejudicial to your case but which you are nevertheless obliged to reveal.

All relevant documents should be passed to us from the outset. You should not destroy or tamper with such documents. You must ensure that steps are put in place to preserve all documents including electronic documents which may otherwise be deleted in the ordinary course of business or in accordance with your document retention policy. The obligation of disclosure is on-going until the action is concluded and all relevant documents must be handed to us.

This obligation is onerous and you may be liable to severe penalties including fines and/or imprisonment in cases of deliberate non-disclosure. If you are in any doubt as to whether to preserve and disclose documents, you should always err on the side of preservation and seek our advice on disclosure.

Disputes, our client and legal privilege

It is necessary that communications between clients and lawyers, where clients are seeking the benefit of a lawyer's skill, are not open to scrutiny by others. For this reason, the principle of legal professional privilege protects certain communications from being disclosed to other parties. Losing legal professional privilege could weaken your position in relation to a subsequent dispute or hearing. Legal professional privilege is divided into two categories – "litigation privilege" and "legal advice privilege".

Litigation privilege protects all documentary communications between a client and a lawyer (or between one of them and a third party), if they were created for the dominant purpose of getting/giving legal advice in relation to pending or contemplated litigation or the collecting of evidence for such litigation.

Legal advice privilege protects all documentary communications between a client and a lawyer, if they were created for the purpose of getting/giving legal advice.

For documents to attract legal advice privilege there has to be legal skill being applied in a relevant legal context. If a lawyer is asked to advise on general matters of business, that advice may lack the relevant legal context. You may therefore not be able to stop documents containing that advice/information from being disclosed to another party in litigation. This could weaken your case.

Only documents between lawyers and certain individual representatives of the client will attract legal advice privilege. Documents between lawyers and other individual representatives of the client would not attract legal advice privilege.

It is important that documents are protected by legal advice privilege. Only documents that are sent to or from individuals who a court will construe as being "the client" will attract legal advice privilege. If you prepare internal documents recording our legal advice and/or circulate internally any legal advice we

may give, it may no longer attract legal advice privilege. If you are unsure whether any material will attract legal advice privilege, please seek our advice before it is prepared or circulated.

Practically speaking it is important that you:

- remember that only communications in relation to which we are wearing our "lawyer's hat" will attract legal advice privilege;
- nominate a sub-group of employees who will be "the client"; and
- delegate preparation of all sensitive internal documentation to the nominated "client".

Solely for the purposes of legal advice privilege we regard our "client" as being the individuals you nominate to be able to give us instructions and any other representative to whom you delegate providing us with information and/or instructions or with whom you ask us to correspond. However, this may not bind a court or other equivalent body who may regard our client as being a smaller group of individuals.

Taxation

Unless your instructions are addressed to our Tax Unit, advice on the tax implications of the matter we are dealing with on your behalf is not included in your instructions. Subject to specific instructions and a separately agreed engagement letter identifying the nature and the extent of the tax advice required, our Tax Unit is happy to provide advice on the tax implications of any matter you may have instructed us on.

International work

Where we carry out services with an international element, it may be necessary or advisable to seek advice from lawyers in other relevant jurisdictions. Where contracts, claims or other matters are covered by foreign laws, we are not able to advise on the effect that the contract, claim or other matter may have under foreign laws. However, we can provide general advice, aid in the interpretation of contracts and/or liaise with foreign lawyers as appropriate.

Where foreign lawyers or other foreign professionals are instructed, they are instructed directly by you. Any involvement we may have with them is wholly as your agent. Accordingly, we are not liable to pay their charges and you should make arrangements to pay them direct.

Complaints and termination of relationship

Our aim is to provide an excellent quality of service which matches your expectations and instructions. If you are dissatisfied with any aspect of our service, please let us know as soon as possible.

To resolve swiftly any client dissatisfaction, we operate complaints handling procedures. If you want to discuss any aspect of the way in which your instructions are being undertaken and you do not wish to do so with the individual lawyer involved, please speak to your Relationship Manager, their details can be found in the Letter of Engagement.

If you remain dissatisfied or your complaint relates to your Relationship Manager then please speak directly with the Chief Executive Officer, Michael Ward, who can be contacted at One Eleven, Edmund Street, Birmingham, B3 2HJ or michael.ward@gateleypkc.com. Any complaint will be investigated promptly and thoroughly and an explanation of the investigation will be given to you. This will be in writing if required. If you are not satisfied with this internal procedure, you may seek further help from the Legal Ombudsman by telephone on 0300 555 0333; by email at enquiries@legalombudsman.org.uk; or by post at PO Box 6806, Wolverhampton WV1 9WJ. Further information can be found at www.legalombudsman.org.uk. Normally you will need to bring a complaint to the Legal Ombudsman within six months of receiving a final written response from us about your complaint or within six years of the act or omission about which you are complaining or, if outside of this period, within three years of when you should reasonably have been aware of it.

Where our engagement with you is entered into via email, you may be able to bring a complaint about our services via the European Online Dispute Resolution platform which can be found at <http://ec.europa.eu/odr>.

Complaints can include a complaint about a bill. There may also be a right to object to the bill by applying to the court for an assessment of the bill under Part III Solicitors Act 1974. The Legal Ombudsman may not consider a complaint about a bill if you have applied to the court for an assessment of that bill. We may be entitled to charge interest if all or part of a bill remains unpaid.

Our relationship is based on mutual trust and confidence. In the event of that coming to an end, it would be undesirable for us to continue to act. Accordingly, we believe it is right that you should be entitled at any time to cease instructing us and similarly we should be entitled at any time to cease to act for you (subject in our case to any overriding professional requirement on us to continue acting).

We may decide to stop acting for you only with good reason. For example, this may be if you do not pay an interim bill, if you do not make any payment on account when requested, if you do not pay any invoice of ours or we are subject to a conflict of interest. We will, where possible, give you advance notice of our ceasing to act for you.

You will be liable to pay us for all expenses and work carried out up to the time when we cease acting for you.

We reserve the right to keep all papers, documents and funds, irrespective of the matter to which they relate, until all

fees and expenses owed by you to us in relation to any matter are paid in full.

In the event that it becomes necessary for us to commence proceedings against you for non-payment of fees, expenses or other sums, you will be liable to pay our costs of doing so on a full indemnity basis. Such costs will be based on our hourly rates at that time and the time spent.

Statutory cancellation rights for individuals

If you are a private individual and you have instructed us in relation to a non-business related matter then you may have a statutory right of cancellation if the contract between us was formed either by any means of distance communication or in your home or place of work.

Where your statutory right of cancellation does apply, then you may generally exercise that right within 14 days from the date of receipt of these Conditions of Business.

If you exercise your statutory right of cancellation within that period, you will only be required to pay for any work we undertake before the end of the cancellation period on your written request.

Please note that you always have the right to cease instructing us in relation to any work in any event.

Insurance, liability and third parties

We carry professional indemnity insurance for the services we provide. Contact details of our insurers are available on request.

Unless otherwise stated in the accompanying Letter of Engagement, our liability to you for the provision of services by, or any advice given or failed to be given by, Gateley Plc or any of its shareholders, officers, employees, agents or consultants (including, without limitation, any act or omission by or for Gateley Plc and any default in carrying out your instructions) is limited to £3,000,000. This amount:

- applies to all liabilities whether in contract, tort (including negligence), breach of statutory duty, breach of fiduciary duty, breach of retainer or otherwise;
- applies per act, omission, matter or transaction (or per series of related acts, omissions, matters or transactions); and
- includes all damages, claims, actions, proceedings, demands, awards, compensation, costs, expenses and all other losses or liabilities.

Our liability to you in respect of the matters referred to above is also limited so as to be in proportion to our contribution to the overall fault for such matter, taking into account any contributory negligence by you, your other advisers or any other third party responsible to you and/or liable in respect of

that matter. We shall not be responsible for any increased liability falling on us as a result of any limit which you have agreed with any third party or which otherwise falls on us as a result of the contributory negligence of any third party against whom you do not make recovery for any reason.

We exclude, to the extent permitted by law, any and all liability for any damages, claims, actions, proceedings, awards, compensation, costs, expenses and all other losses and/or liabilities to third parties who are not a client of ours in relation to the relevant matter.

No use may be made of any advice we give to you where such use would expose you or us to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America. We exclude any and all liability for damages, claims, actions, proceedings, demands, awards, compensation, costs, expenses and all other losses and/or liabilities arising out of or in connection with any such use of any advice we give to you.

You agree not to bring any claim in respect of loss and/or damage suffered by you arising out of and/or in connection with the services provided by us (including but not limited to negligence or non-performance of the services by us) against any individual shareholder, officer, employee, agent and/or consultant of Gateley Plc. This restriction will not operate to limit or exclude the liability of Gateley Plc for the acts and/or omissions of any individual shareholder, officer, employee, agent and/or consultant of Gateley Plc. It is agreed that any individual shareholder, officer, employee, agent and/or consultant of Gateley Plc will have the right to enforce this clause under the Contracts (Rights of Third Parties) Act 1999.

You agree to indemnify us and keep us indemnified against any damages, claims, actions, proceedings, awards, compensation, costs and expenses and other losses and/or liabilities which arise from a third party obtaining from you any aspect of the advice provided by us, unless we have agreed in writing to accept liability to such third party or the third party was a client of ours in relation to that advice.

All third party rights are excluded and no third party may enforce the contract between you and us unless we expressly agree in writing to the contrary or as stated in these Conditions of Business.

We may accept liability to third parties in appropriate cases. We do this only where we expressly agree to do so in writing and in any event it is subject to these Conditions of Business to the extent that they refer to our liability. Our fees may be adjusted to reflect this additional risk.

If you wish to extend the limit of our liability for any particular matter then we may agree a revised limit in writing with you. Our fees may be adjusted to reflect this additional risk.

In acting for a company, we do not assume a separate legal responsibility for advising shareholders and/or directors

and/or employees of the company unless specifically requested by such individuals to do so and the giving of such advice is the subject of a separate Letter of Engagement.

Each of the limitations and/or exclusions contained in these Conditions of Business is deemed to be repeated and apply as a separate provision for each of liability in contract (including material/ fundamental breach), liability in tort (including negligence), liability for breach of statutory duty and liability for breach of common law except our cap on liability which applies once to cover all of these bases of liability.

The above limitations do not limit and/or exclude our liability for death or personal injury due to our negligence, liability for our fraud or fraudulent misrepresentation and/or any other liability of ours which it is not permitted to limit and/or exclude as a matter of applicable law.

Confidentiality and conflicts of interest

All information regarding your business and affairs will be regarded as and kept confidential at all times unless you instruct us to disclose information or we are compelled by law to disclose it (in certain criminal proceedings or money laundering cases, for example).

In order to protect your interests, we cannot act or continue to act in circumstances where there is a conflict of interest, except in limited circumstances. The rules regarding conflicts of interest are complex. In simple terms, a conflict of interest occurs in two situations: firstly, where we owe separate and/or distinct duties to two clients and these duties conflict or there is a significant risk that they will conflict; secondly, where your interests conflict, or there is a risk that they will conflict, with our interests.

There are limited exceptions which may allow us to act. If a conflict of interest arises during our dealings with you we will discuss the position with you and determine the appropriate course of action.

Key dates

Unless we have agreed otherwise with you, we are not responsible to log, diarise and remind you of key and/or important dates which may require action by you. These are your own responsibility and you should ensure you have adequate systems to ensure they are not missed and/or overlooked. This also applies to key dates which are dependent upon external factors and/or events of which we may not be aware. However, this does not apply to any key dates which are directly covered by your instructions to us and which fall within the scope of our work for you.

File storage

We will store details and other papers relating to your matters for such time as we judge reasonable or for such time as we are required by law to do so. This is usually at least six years. Files or papers may be preserved by means of image processing or digital means. We shall dispose of files or

papers at the expiry of the relevant storage period in accordance with our office procedures. This does not apply to the storage of documents such as title deeds and similar items which we agree to retain in safe custody until we notify you otherwise.

We do not normally make a charge for retrieving stored papers or deeds in response to new or continuing instructions to act for you. However, we reserve the right to make a charge based on our current hourly rates for the time we spend reading papers, writing correspondence and/or carrying out other work necessary to comply with your instructions. In all other circumstances, if you request the return of stored files or papers, we reserve the right to charge a fixed amount of £250 to retrieve and review the papers.

Disclosure and sharing of commissions

We will disclose to you any commission which we are entitled to receive on any work effected by us on your behalf. By agreement with you we will normally either:

- pay the commission to you and charge a full fee for our services;
- take the commission into consideration when rendering our bill; or
- retain or share the commission in lieu of fees.

In the unlikely event that we do not reach agreement with you, we will apply the first option above.

Fax transmissions and post

Communication by fax and post is a part of business. Whilst all communications between a lawyer and client are confidential, you must accept that transmission via fax and/or post is not an entirely confidential method of communication.

You are responsible for ensuring that, when fax and/or post are used as a method of communication, the necessary safeguards are in place at the receiving point to maintain the confidentiality of the items sent to you.

Email and internet

We may communicate with you in relation to the work being carried out by us by email unless you specifically request that we must not do so.

Please note that emails and any attachments sent to you will not have been encrypted. They may therefore be liable to be compromised. Please also note that it is your responsibility to scan an email and attachments for viruses. Viruses and compromises of security are inherent risks in relation to email.

We do not, to the extent permitted by law, accept any liability (whether in contract, negligence or otherwise) for any virus infection and/or external compromise of security and/or confidentiality in relation to transmissions sent by email.

If you use any online internet service provided by us you agree and accept that it will be provided, in addition to the terms of these Conditions of Business, subject to the conditions of business relevant to that service which will be available to be accessed at the relevant website.

Telephone calls

You acknowledge that we are required by law and/or regulation to record certain telephone calls made by and to us. Any such recording may not be limited to calls made by or to you but may also include calls with persons that we are required to communicate with as a consequence of your instructions. You agree to such recording. All such recordings shall comply with applicable law and regulation including with respect to informing callers that a recording may be made.

Data protection

The information which you have and/or will provide to us will be used by us in fulfilling our obligations to you in relation to any matter on which we are instructed by you. We will not pass your information to any third party other than for this purpose unless you give us permission to do so. We may therefore pass this information to third parties for use by them to perform services and/or supply products which are reasonably necessary for us to perform our services for you. You give your consent to such information being passed to such third parties. We would also like to use your information to let you know about services offered by us which we think will be of interest to you, to inform you of new legal developments and to conduct satisfaction surveys. You will only receive this type of information by email if you have either confirmed to us that you are happy to receive this type of information in this way and/or you have not informed us that you do not wish to receive it.

If at any time in the future you wish to stop receiving any marketing information from us then please contact a member of our Marketing department on 0121 234 0000, by email at info@gateleyplc.com, by post to Marketing, Gateley Plc, One Eleven, Edmund Street, Birmingham, B3 2HJ or by informing your normal Gateley contact. If you have registered your details on a system in order not to receive telephone calls for marketing purposes but you still wish to be contacted by telephone to receive this type of information from us, then please contact a member of our Marketing department.

Money laundering

We are required by United Kingdom legislation and the law of the European Union to report to the relevant government agencies and authorities any evidence or suspicion of money laundering, the use of the proceeds of crime or terrorist financing. We are prohibited from notifying you of the fact that a report has been made. This legislation also requires us to carry out customer due diligence by obtaining certain information which verifies your identity and any beneficial owners. Our Letter of Engagement contains details of the customer due diligence information that we may require but additional information may be required from time to time to

comply with the relevant legislation and approved guidelines. Gateley employ the services of electronic verification providers for these purposes. If we cannot carry out the customer due diligence verification measures required of us by law we are required to terminate our contract and relationship with you. If we have to terminate the contract with you for these reasons, you will be liable to pay us for all expenses and work carried out up to the time we terminate the contract.

Regulation

We are authorised and regulated by the Solicitors Regulation Authority, as our designated professional body, to conduct non-mainstream investment business. Where we provide services to you which are subject to such regulation, additional terms governing the provision of those services will be supplied to you separately if necessary. Details about the Solicitors Regulation Authority can be found on their website www.sra.org.uk.

We are governed by the SRA Code of Conduct which can be accessed at www.sra.org.uk.

We are not authorised by the Financial Conduct Authority. However, we are included on the register maintained by the Financial Conduct Authority so that we can carry on insurance mediation activity, which is broadly the advising on, selling and administration of insurance contracts. This part of our business, including arrangements for complaints or redress if something goes wrong, is authorised and regulated by the Solicitors Regulation Authority. The register can be accessed via the Financial Conduct Authority website at www.fca.org.uk.

Our holding company, Gateley (Holdings) Plc, also owns other businesses which are not regulated by the Solicitors Regulation Authority. Where appropriate, we may refer you to one of those other businesses. However, other providers of similar services are available and you are not obliged to use a Gateley group business for those services.

Lexcel

We are registered under the Lexcel quality standard of the Law Society. As a result of this, we are or may become subject to periodic checks by outside assessors. This could mean that your file is selected for checking, in which case we would need your consent for inspection to occur. All inspections are 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 to us otherwise, that consent on this occasion will extend to all future matters which we conduct on your behalf. Please contact us if you would like us to explain this further or to mark your file as not to be inspected.

General

Gateley Plc is a public company limited by shares, incorporated in England and Wales under the Companies Act 2006. Any references to a "Partner" in any communication from Gateley Plc should be taken to refer to a director or other senior employee of Gateley Plc. We use the term "Partner" as a title for certain senior employees because it is a term with which people are familiar in the context of legal practices. However, this is just a title and it does not indicate that all or any of the shareholders, officers and/or employees of Gateley Plc are carrying on business in partnership for the purposes of the Partnership Act 1890 and "Partners" do not have joint and several liability. All contracts entered into and/or advice provided in relation to our business by individuals who are shareholders, officers, employees, agents or consultants of Gateley Plc are entered into and/or provided on behalf of Gateley Plc and not such individuals personally. It is a condition of our engagement (subject to any relevant statutory provision limiting our ability to do so) that you will not bring any claim in respect of any loss, liability or damage against any of the shareholders, officers, employees, agents and/or consultants of Gateley Plc.

We reserve the right to assign our rights and/or obligations under our agreement with you to any business which is a successor to our current business.

Unless otherwise agreed, these Conditions of Business apply to any future instructions you give to us.

Your continuing instructions in this matter will amount to your acceptance of these Conditions of Business and any accompanying Letter of Engagement. Even so, we ask you to sign, date and return to us the Letter of Engagement which accompanies these Conditions of Business.

Jurisdiction

The arrangements between us (whether contractual or non-contractual) are governed by the laws of England and Wales. We both agree to submit to the non-exclusive jurisdiction of the English courts in the event of any claim or dispute (whether contractual or non-contractual).

These Conditions of Business are important. Please keep them in a safe place for future reference.

Gateley Plc is a public limited company incorporated in England and Wales.
Registered Number: 9310187.
Registered Office: One Eleven, Edmund Street, Birmingham B3 2HJ.
Authorised and regulated by the Solicitors Regulation Authority.
info@gateleyplc.com
www.gateleyplc.com

Belfast
Birmingham
Leeds
Leicester
London
Manchester
Nottingham
Reading
Dubai

www.gateleyplc.com

