

## LAURENCE GOULD PARTNERSHIP LIMITED TERMS OF BUSINESS

These are the Terms of Business of Laurence Gould Partnership Limited that shall apply to all work, which you ask us to carry out on your behalf.

Where used: 'you' and 'your' means you, our Client (or Clients); 'Director' means a member of Laurence Gould Partnership Limited

**Our relationship with you.** The member of staff who sent you the Engagement Letter, or confirmed these terms of business with you, will be the person who has overall responsibility for the proper conduct and supervision of the delivery of work we undertake for you. The work will be carried out as that member of staff has indicated to you. From time to time different members of the Firm with relevant levels of experience may act and advise on the matter or matters as well. This helps to ensure that the service we provide is cost effective and efficient.

If we are acting for more than one person or organisation jointly in relation to the same matter, note that we are acting for each/all of you, collectively. Therefore at some times we may need to take instructions from one of you about how to deal with this matter for you collectively, for instance because we need instructions from you quickly, or because you find it more convenient for one of you to deal with us. You authorise us to take instructions from one of you without having to confirm those instructions with each/all of you.

Where we have quoted fees or charge out rates to you, we reserve the right to increase these from time to time (usually not more than once annually) subject to notifying you. Our charges will be based principally on the time required to do the work. Where we have provided a fee indication for any work, this is only an estimate and we reserve the right to amend that fee indication at any time during the course of carrying out the work for you.

We reserve the right to request at any time interim payments on account prior to the normal billing date where, for example, a matter is protracted.

Payment is due promptly upon your receipt of our invoice and we reserve the right to charge interest on overdue amounts at the rate, which is 4% over National Westminster Bank Plc Base Rate from time to time. The interest would be charged from 28 days after the date of the invoice.

We will look to you for settlement of our charges. If a third party undertakes responsibility for the payment of some or all of the fees and disbursements due by you and such third party fails for any reason to settle such fees and disbursements you will be responsible for settling all outstanding fees and disbursements direct.

**Limitation of Liability.** You agree that only the Firm and not any individual Director or employee as an individual, is responsible for anything that the Firm should or should not have done. You also agree that each such individual can rely on and assert this. It is agreed between both parties that the liability of our firm shall be limited to such liability arising out of the activities set out in the contract between both parties and to the value of the contract agreed between both parties. This limit shall be deemed to be the total aggregated liability including liability for loss of profits that would have resulted from any activity, which forms part of the contract. Further you agree to indemnify and hold us harmless on demand against all losses, damages or costs however caused which you may suffer arising from our acting in this matter save to the extent set out in the preceding paragraph.

It is important that you notify us as soon as you become aware of any short comings in any work we undertake on your behalf for which you feel the firm may be liable but in any event no later than 14 days after any such awareness.

The Firm shall not be responsible for any loss, damage or destruction of any tangible property, unless arising directly from a breach of our duty in performance of the business activity stated within the contract and for which we are legally liable.

**Restrictions on our Advice.** We are not responsible for the effectiveness of any consultancy advice or for any consultancy implications of any advice we give you in relation to any matter. We shall not ourselves be providing any advice in relation to the law, tax or accountancy matters, any such discussions on these matters is the responsibility of the client to confirm with the suitably qualified professional. If we are required to provide such advice, we may seek such advice from a suitably qualified adviser in the relevant jurisdiction.

**Third Party Rights.** Our advice to you will be specific to your current circumstances and intentions and therefore will not be suitable for use at a different time, in different circumstances or to achieve other aims or for the use of others. Accordingly, you should only use the advice for the intended purpose, and no other person is entitled to rely on the advice for any purpose. We shall have no responsibility or liability towards any person other than the addressee.

**Communication by external e-mail.** We frequently make use of e-mail when communicating with clients and any other advisers or parties involved in work, which we are doing for clients. You authorise us to use e-mail communication as we see fit in the course of doing the work. We do not unless specifically asked to acknowledge receipt of e-mail communications. You understand and acknowledge that the electronic transmission of information by e-mail on the internet or otherwise has inherent risks and that such communications may become lost, delayed, intercepted, corrupted or be otherwise altered, rendered incomplete or fail to be delivered. We shall use our reasonable endeavours to ensure that electronic communications that we send are free from viruses and any other material which may cause inconvenience or harm

to any other computer system and you undertake to do likewise with any electronic communications you may send to us. However, because the electronic transmission of information cannot be guaranteed to be secure or error-free and its confidentiality may be vulnerable to access by unauthorised third parties, we shall have no responsibility or liability to you on any basis in respect of any error, omission, claim or loss arising from or in connection with the electronic communication or information to you (or your reliance on such information). Without prejudice to the foregoing, we may advise you from time to time of methods of authentication and validation of electronic communications, which we may wish to use and which we may also require you to use.

**Complaints.** Please feel free to contact us at any time regarding any aspect of the conduct and supervision of the work we undertake for you. In the first instance, you should speak to the consultant responsible for your work. You can also contact our Managing Director if you have any complaint or concern whatsoever about the way our Firm is handling your work.

**Duration and separate Engagement Letters.** These Terms will remain in place until we agree otherwise with you or until superseded by alternative Terms notified by us to you. They will not apply to specific items of work instructed pursuant to a separate engagement letter, which we have issued to you already or may issue in the future.

**Confidentiality.** We shall not, of course, divulge any confidential information obtained from you otherwise than in accordance with your instructions or as required by law. Conversely, in keeping with our duty to other clients, we shall not be obliged to pass on or use for your benefit confidential information obtained by us from or on behalf of any other client (past, present or future) of the Firm or any other third party.

There may be occasions when we would like to refer in general terms to work which we have completed for you, especially if this obtains some media coverage not initiated by us. If we receive requests, or would otherwise like to disclose the fact that we have acted for you on a particular project or matter, then we will approach you for consent to make such disclosure and this consent would also apply to future references by us to that project or matter.

**Non Solicitation of Staff.** You agree that you will not approach any of our staff with offer of employment within 12 months of the work being carried out. If such a breach occurs the Company reserves the right to take action and be compensated by you for such damage to our business as a result of such an act of solicitation of our staff.

**Data Protection.** The Data Protection Act 1998 ("the Act") requires us to inform you about the uses of any personal information which you supply to us. Obviously, the principal use of any personal information you provide to us is to enable us to carry out the work for you referred to above. In addition, we will add your name and contact details to our database in order to allow us to send you newsletters, brochures, updates, details of forthcoming seminars and other material relating to the services provided by the Firm. We understand that not all our clients may wish to receive this type of material. Accordingly, if you would prefer that we do not retain your contact details in this way, please let us know (by writing to the member of staff who sent you the accompany Engagement Letter, or to our Managing Director). Your contact details will then immediately be removed from our database. We will not disclose your personal data to any third parties for marketing or other commercial purposes.

The Act also states that we must ensure that personal data held by us is accurate and up-to-date. Please help us to fulfil this obligation by informing us of any changes to your personal details by writing to us.

**Copyright.** Unless we expressly agree otherwise in any instance, the copyright in the original materials, which we generate for you, belongs to us. However, we permit you to make use of that material for the purposes for which it is created.

**Lien and Set Off.** We shall retain correspondence, documents and records which have come into our possession in relation to the work we do for you until such time as all balances due by you (including interest and costs) have been paid in full. In addition, we reserve the right to set off any sums due to us against any credit balance or deposits held on your behalf.

**Choice of Law.** These Terms of Business and the whole lawyer-client relationship between us is governed by and shall be construed in accordance with English Law. You agree that the English Courts shall have exclusive jurisdiction over any dispute that arises between us.