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1 OUR CONTRACT

1.1 Extent

These Terms of Business issued by Jerry Carbon trading as JC Legal Practice ("the Firm"), as supplemented and/or amended by any relevant Client Care Letter; apply to each matter we are instructed on.

1.2 Variation

No variation of these Terms shall be effective, unless it is in writing and is signed by a member of the firm with authority to bind the firm as so agreed.

2. DEFINITION OF:

- a) "the Firm" means Jerry Carbon trading as JC Legal Practice;
- b) "Credit Period" means the period of fourteen (14) days from the date of our invoice for our fees and/or expenses;
- c) "Documents" means Documents Held For You, Our Documents and Your Documents;

- d) "Documents Held For You" means documents we create or receive on your behalf (including communications from or with third parties, notes of conversations and meetings, which we have charged you for, draft and final documents, and instructions to and opinions of barristers);
- e) "Engagement Letter" means, in relation to any matter, the Client Care Agreement, letter (or other agreement) recording the basis of our engagement;
- f) "Matter" means any specific transaction, dispute or issue in relation to which you ask us to provide Services whether or not it has been defined in an Client Care Letter or other agreement;
- g) "Our Documents" means documents (other than Documents Held for You) which we create or receive for our benefit (including copies of our letters to you, your letters to us, notes of telephone conversations and meetings with you for which we have not charged you, and our preliminary drafts, research materials and internal notes);
- h) "Services" means all services we provide to you in relation to the relevant Matter;
- i) "We", "us", and "our" means or refers to the Firm;
- j) "You" include the addressee of the relevant Client Care Letter and any other person identified in the Client Care Letter as our client and "your" shall have a cognate meaning; and
- k) "Your Documents" means documents which you give or lend to us to enable us to provide Services.

3. OUR AUTHORITY AND SERVICES

3.1 Our Authority

3.1.1 You give us full authority to act for you to the fullest extent necessary or desirable to provide the Services. In particular, we may engage barristers or other third parties experts, where you will otherwise incur costs (see 8.1 below) at your expenses of a type which is necessary or desirable to incur in relation to the advancement of your matter.

3.1.2 If we so require, you will contract directly with any third party so engaged by us and assume direct responsibility to them for the payment of their fees and expenses.

3.2 Our Services

3.2.1 The Firm may name a person in any Client Care Letter as the "person" primarily responsible for the provision of our Services. That person has complete discretion to deploy such lawyers, trainee lawyers, and paralegals or other staff or consultants whether internal or external as she/he deems necessary or desirable to ensure appropriate delivery of the Services.

3.2.2 We only advise on the Laws of England and Wales. If you require advice on the laws of other jurisdictions, we will, with your agreement, instruct lawyers practising those laws to give such advice, on the same basis as we engage other third parties on your behalf.

4. YOUR RESPONSIBILITIES

You will (so far as you are practicably able to do so):-

4.1 Provide us with timely instructions, payment, information and materials necessary or desirable for us to perform the Services for you;

4.2 Notify us promptly of any changes or additions to instructions, information and materials previously provided by you or on your behalf; and

4.3 Ensure that all information provided to us is complete in all material respects are true and not misleading.

5. CLIENT CARE CODE

We set out below our complaints handling procedure. Thankfully, this has never been of interest to our clients, but we take this opportunity to ensure that you are fully acquainted with it.

5.1 Code

We want you to be happy with every aspect of our Service. We therefore operate a Client Care Code, the principles of which are as set out below:-

5.1.1 We are committed wholeheartedly to the professional standards laid down by the Ministry of Justice Claims Management Regulation that being our regulator.

5.1.2 You will be told clearly at the outset the issues and we will advise how the issue(s) be dealt with, including any immediate steps to be taken on your behalf.

5.1.3 The engagement terms of business are set out in this document and any variation thereof or scope of work attached to this Terms of Business):-

5.1.3.1 The name of the person or persons who is/are dealing on a day to day basis with your matter; and

5.1.3.2 The name of the supervising person can be provided following submission of a complaint;

5.1.4 You will be told the name of the new fee earner if the matter is transferred from one fee earner to another.

5.1.5 We cannot guarantee that the fee earner will be available on demand, but we will do our best to get back to you promptly and efficiently.

5.1.6 You will be informed of the progress of your matter and the reason for any serious delay.

5.1.7 If you do not understand anything, please always ask. We will explain any important document; if you are still unclear as to the position, please say so. We want you to be fully informed and happy; you pay to leave the problem with us to solve.

5.1.8 Never be afraid to ask for an appointment to discuss your case. Since time is money, do not be afraid to bring a written list of questions and note the answers. This can also be helpful when telephoning so you do not forget any point.

5.1.9 There may be certain preparatory tasks that you ought to consider carrying out yourself to save costs. An example is putting the papers in order and flagging material items. This is helpful to us, and lowers your bill by saving the time we would otherwise spend.

5.1.10 At the end of your case or matter you will be sent a final bill and a letter confirming the matter has been completed and, where necessary, summarising any continuing consequences.

5.1.11 If in doubt, ask. If you are still unclear or disagree, you can ask for us to confirm it by letter and you can then write with your comments.

5.1.12 The Firm's policy is to only accept up to **£500** deposit via an advance payment from clients to cover any initial work to be completed. No further fee will be requested until said sum have been exhausted. Please discuss directly with us if you are not able to pay the balance of the fees / disbursements via your bank account / cheque. If you try to avoid this policy by depositing cash directly with our bank, we may decide to charge you for any additional checks we decide are necessary to prove the source of the funds. Where we have to pay money to you, it will be paid by cheque or bank transfer. It will not be paid in cash or to a third party.

6. COMPLAINTS PROCEDURE

We hope that you will not have any reason to make a complaint about our Services. To underline how seriously we take complaints, we have a set Complaints Procedure. Please refer to paragraph 22 entitled "Dispute Resolution".

7. HOURS OF BUSINESS

The normal hours of opening at our offices are between 9:00am and 5:00pm on weekdays. Messages can be left outside those hours and appointments can be arranged at other times when this is essential.

8. FEES AND EXPENSES

8.1 General

8.1.1 In addition to the initial £500.00 deposit payment and unless otherwise agreed in the Engagement Letter, our fees will be £100.00 (a fixed hourly rate) calculated principally by reference to the time spent by us in providing services in the advancement of your case, and £140.00 per hour on arrival at tribunal premises for the purposes of conducting advocacy.

8.1.2 We may, in accordance with professional guidelines, also charge a premium (where reasonable to do so) to take account of the nature, responsibility, complexity, value and urgency of the Services, working over holiday, outside normal working hours and other criteria specified in those guidelines.

8.1.3 The fixed hourly rates of our services are reviewed from time to time and we will inform you of any variation in these rates and the date upon which they take effect.

8.1.4 You will be responsible for paying the fees and expenses you/we incur in the course of providing the Services (including travel and subsistence expenses, search and filing fees, court and barristers fees', foreign lawyers' and other third parties' fees and expenses). Barristers fee are estimated to be around £100.00 to £250.00 per hour, however, each barrister set their own fees). Fees for expert medical witness are estimated to be around £80.00 to £100.00 per hours and expert reports are estimated to be around £60.00 to £120.00 per report depending on the nature and complexity. We have no obligation to incur such expenses unless you have provided us with the funds for that purpose.

8.1.5 VAT will not be charged by us but may be charged by other professional.

8.2 Initial Payments

8.2.1 We will require an initial deposit payment of £500.00 to cover any initial costs, and will from time to time require further payment of costs we incur by the advancement of your case once the deposit payment have been exhausted.

8.3 Quotations and Estimates

8.3.1 The provision of figures (orally or in writing) from time to time for the likely cost of a piece of work is an estimate only and does not constitute a contract to carry out the work at that cost.

8.3.2 The provision of a written quotation for work constitutes an offer to carry out the work at that cost and does not become a contract until you accept the quotation or a defined part of it.

8.3.3 Unless stated in writing to the contrary, any quotation or estimate does not include any expenses or VAT.

8.3.4 Where we carry out work which falls outside the scope of an accepted quotation (or of an estimate which is subsequently incorporated into a contract between us) we may charge fees at our fixed hourly rates, in addition to the quoted or estimated fee. We may also charge additional fees on the same basis for work within the scope of such a quotation or estimate which is made more time consuming, onerous or urgent as a result of:-

8.3.4.1 Circumstances or information which we did not know or could not reasonably have anticipated at the time of the quotation or estimate (whether or not you were aware of them/it);
or

8.3.4.2 You or your agents act or omission.

8.4 Commissions

We do not accept commission for the work we do for you, however, if we receive a commission from a third party to undertake the work we are going to perform for you, we will credit you with the commission sum but perform the work in the advancement of your case until such commission sum have been exhausted.

9. OUR INVOICES

9.1 Frequency of Invoices

9.1.1 Unless otherwise agreed in the Client Care Letter, we will be entitled to invoice you in respect of our fees and expenses fortnightly or at a time agreed by the parties. We will also supply you with an invoice at the completion of the case. You may be asked to pay in advance part of the costs we may incur to cover any of our expenses. At the end of our financial year we shall be entitled to bring up to date our invoicing in respect of all your then unbilled work. We may refuse to act further on your behalf were any bill or invoice remains unpaid.

9.1.2 Unless otherwise stated, invoices are a final account of our fees for any amount due and owing for all work done during the period to which they relate. You agree that we may bring proceedings on interim invoices which are not final bills where we have provided

9.1.3 There may be a delay in invoicing expenses incurred on your behalf pending our receipt of the relevant invoices from suppliers. Unless otherwise stated, such invoices are not a final invoice in relation to such expenses.

9.1.4 You may pay by cheque, credit or debit card and cash up to the limit specified in clause 5.1.12.

9.2 Payment Terms

Interest may accrue on all debts over 21 days old and continue until the time they are paid such interests will be at a rate of 8% above the bank of England's Base Rate. Any debts that have to be chased will incur a handling charge of £50.

If you do not pay any invoice by the end of the Credit Period, or the sum we have requested within fourteen (14) days (or such longer period as we may specify) of our demand, we may suspend or terminate the provision of all or any services (and instruct any third parties engaged by us to suspend the provision of their services) and may invoice you for all accrued fees and expenses.

9.3 Third Party Payments

In some circumstances, you may have a right of recovery or indemnity against a third party in respect of all or part of our invoices, but we are not permitted to issue a VAT invoice to any person, and you remain liable to us to pay our invoices notwithstanding such a right.

9.4 Right to Retain Money, Documents and Property

As a contractual right, in addition to any right to retain money, Documents and property available to us under the general law (lien), we have the right to retain your money, Documents and property (whether held in relation to the Services for which payment has not been made or any other Services) until you have paid us in full.

10. CONFLICT OF INTEREST

10.1 Definition

"Conflict of Interest" means any situation where:-

10.1.1 We owe (or, if we accepted your instructions, would owe) separate duties to act in the best interests of two or more clients in relation to the same or a related matter and those duties conflict, or there is a significant risk that those duties may conflict; or

10.1.2 Our duty to act in your best interests in relation to a matter conflicts, or there is a significant risk that it may conflict, with our own interests in relation to that or a related matter; or

10.1.3 We have confidential information in relation to a client or former client, and you wish to instruct us on a matter where:-

10.1.3.1 That information might reasonably be expected to be material; and

10.1.3.2 You have an interest adverse to our other client or former client, and for the purposes of this paragraph "you" does not include Associated Entities.

10.2 Similar Activities

We may act for parties engaged in activities similar to or competitive with yours.

10.3 Third Parties

Once we have agreed to act for you in relation to a Matter, we will not act for a third party in relation to the same Matter if there is a Conflict of Interest between that third party's interests and your interests.

10.4 Instructions Creating a Conflict of Interest

We may decline to act for you where accepting your instructions would create a Conflict of Interest or cause us to break an existing agreement with a third party.

10.5 Work Referrers and Your Best Interest

10.5.1 If you have been referred to us by a third party such as a broker, estate agent or other referrer of work our relationship is direct with you and not the referrer. You are free to choose another firm if you wish. Please rest assured we will be acting in your best interests at all times, even if that is to the detriment of the referrer.

10.5.2 If we have a financial arrangement with a referrer of work we will confirm the exact referral fee in our Letter of Engagement.

10.5.3 Please note any advice that we give you will be independent and that you will be free to raise questions in all aspects of the matter.

10.5.4 We confirm that information that you disclose to us will not be disclosed to the referrer without your consent. We will only disclose information in relation to your matter or transaction that is necessary to the referrer.

10.5.5 We will not act for the referrer in the same matter without your consent.

10.5.6 As indicated above should a situation arise where there is a conflict of interest between you and a referrer we may be obliged to cease acting for you.

10.6 Consent

Where our professional rules allow, and subject to satisfying the requirements of those rules (for example by implementing an information barrier), we may act for you and another client where a Conflict of Interest would otherwise exist, provided that we have the consent of both parties. We do not require your consent to act against an Associated Entity.

10.7 Cessation of Services

If, whether through a change in circumstances or otherwise, we find that we have agreed to provide Services to you in circumstances which give, or could give, rise to a conflict of interest we will discuss with you how to deal with the conflict and may, be obliged to stop providing Services to you and/or to all other clients affected by the Conflict of Interest.

11. INFORMATION AND CONFIDENTIALITY

11.1 Information About You

11.1.1 We may use the information which you provide, or which we obtain through our dealings with you, for the provision of Services and may give it on a confidential basis to our employees or agents. We may use it to administer your account with us, including tracing and collecting any debts.

11.1.2 We may also use it to ensure the safety and security of our premises (where we may also use CCTV); for fraud prevention purposes (including verification checks for our money laundering obligations); to assess client satisfaction (such as by asking you to participate in surveys); and to help improve our services generally.

11.1.3 We may also use it to contact you by letter, telephone, e-mail or otherwise about our services and about events such as seminars and conferences and to send you briefings and

similar material. By signing and returning a copy of any Client Care Letter you are agreeing that we may use your contact details and information in this way. If you do not wish to be contacted, please let us know before returning the copy of the Client Care Letter.

11.1.4 Sometimes we ask other companies or people to do typing/photocopying/other administration duties on our files to ensure this is done promptly. We will always seek a confidentiality agreement with these outsourced providers. If you do not want your file to be outsourced, please tell us as soon as possible.

11.2 Our Duty of Confidentiality

11.2.1 We will treat any information which is confidential to you and which we obtain as a result of acting for you as strictly confidential, save:-

11.2.1.1 For the purpose of acting for you; or

11.2.1.2 For disclosures to our auditors, advisers or insurers; or

11.2.1.3 As otherwise required by law or other regulatory authority to which we are subject.

11.2.2 We may refer publicly to your name as a client of ours, provided we do not disclose any information which is confidential to you.

11.2.3 We shall be under no duty to disclose to you (or take into account in the course of providing the Services) any information acquired by us in acting for any other client or any information in respect of which we owe a duty of confidentiality to a third party.

11.3 Your Duty of Confidentiality

11.3.1 Our advice and other communications with you are confidential and may not, without our consent, be disclosed by you to any third party (other than to your employees and agents who require access and who do not disclose it further) or otherwise made public except as required by law or other regulatory authority to which you are subject.

11.3.2 If, as a result of our acting for you, you acquire any information in respect of which we notify you that we owe a duty of confidentiality to a third party you will keep it confidential and not use it without our consent.

12. CUSTODY, RETENTION AND TRANSFER OF DOCUMENTS

12.1 We will, at your request, either during the provision or after completion of any Services, release to you or to your order Your Documents and Documents Held For You, provided that we are not at the time exercising our right to retain documents pending payment of outstanding fees and expenses or are prevented by any court order, undertaking or other legal constraint from doing so. We may copy all of Your Documents and Documents Held for You before releasing them.

12.2 We may at any time scan, microfilm, or otherwise make electronic copies or images of any Documents (other than Documents held in safe custody), destroy the originals and thereafter hold the Documents only in such copy or image form. Unless expressly agreed otherwise in writing we may keep all Documents whether in original, copy or imaged Form for six (6) years, after which time we may destroy them and any copies or images of them.

12.3 We do not store title deeds, wills and other especially valuable documents in safe custody.

12.4 We do not accept responsibility for the loss or damage of any item which we hold on your behalf unless we expressly agree in writing to the contrary.

12.5 After completing the work, we will be entitled to keep all your papers and document whilst there is still money owed to us for fees and expenses. We may keep our file of your papers for up to six (6) years. We keep files on the understanding that we can destroy them after the applicable period has expired calculated from the date of the final bill. If we take papers or documents out of storage in relation to continuing or new instructions for you, we will not normally charge for such retrieval. However we may charge you both for time spent producing stored papers that are requested as well as reading correspondence or other work necessary to comply with your instructions in relation to the retrieved papers or new services.

13. INTELLECTUAL PROPERTY RIGHTS

13.1 Copyright

We retain copyright and all other intellectual property rights in all documents and other works we develop or generate for you in providing the Services (including know-how and working materials as well as final documents). We now grant you a non-exclusive, non-transferable, non-sub licensable licence to use such documents or other works solely for the Matter to which the Services of developing or generating them relate and not otherwise. If you do not pay us in full for our Services in relation to that Matter we may, on giving you notice, revoke that licence and only re-grant it to you once full payment has been made.

13.2 Opinions from Barristers and other Third Parties

13.2.1 We may retain, for our subsequent use, a copy of the advice or opinion of any barrister or other third party given in written form (or any note of any advice or opinion) obtained in the course of providing the services. Any barrister or other third party will be instructed on the basis that any such advice or opinion will be so retained.

13.2.2 If we retain a copy of any advice or opinion in this manner we will take all reasonable steps to conceal information (such as names, addresses or descriptions) which might reasonably enable you to be identified.

14. JOINT INSTRUCTIONS

14.1.1 Where we agree to work on a Matter for more than one client jointly, the rights and obligations of the joint clients to us in relation to the Services will be several (save for obligations to pay money to us, which will be joint and several).

14.1.2 Each joint client irrevocably permits us to disclose to any other of the joint clients at any time any information which we would otherwise be prohibited from so disclosing by virtue of our duty of confidentiality. If any joint client ends this permission during the provision of the relevant Services, or if a conflict of interest otherwise arises between joint clients, we may suspend or terminate the provision of Services related to that Matter to one or more of the joint clients.

14.1.3 If any joint client asks us to transfer documents we will deliver your documents to, or to the order of, the joint client who delivered them to us. We will retain any documents held for you and will supply copies to each joint client, making the originals available at one of our offices for inspection by any joint client on reasonable prior written notice.

15. LIABILITY

15.1 Duty of Care

15.1.1 We will use reasonable skill and care in the provision of the Services. Where we make an assessment for you, either expressly or by implication, of the likely level of risk associated

with different potential courses of action, you accept that such assessment is made relying only upon the information and documents then available to us and cannot, therefore, be definitive.

15.1.2 Accordingly, such an assessment should only be used as one element in the making of any practical or commercial decision. You accept that the magnitude or acceptability of a risk is a matter for you.

15.2 Third Parties

15.2.1 The Services are provided to and for the benefit of you as our client and you alone. No other person may use or rely upon the Services nor derive any rights or benefits from them. The provisions of the Contracts (Rights of Third Parties) Act 1999 are to that extent excluded.

15.2.2 The firm alone will provide the Services and you agree that you will not bring any claim whether in contract, tort, under statute or otherwise against any person, consultant to, or employee or agent of the firm or any service company owned or controlled by or on behalf of any of the firm and agents shall be entitled to rely on the terms of this agreement insofar as they limit their liability.

15.3 Drafts

Where we provide draft or provisional advice or other materials, that advice or those materials are not to be relied upon as constituting our final view unless agreed otherwise.

15.4 Current Law

We shall only advise on English law.

The Services are provided in accordance with professional practice requirements and the proper interpretation of the English law, as each exists on the date on which the relevant Service is provided. If there is any change in such requirements or the law, or their interpretation, after the relevant Matter has been concluded (or before that time but which could not reasonably be known by us at that time), we have no responsibility to notify you of, or of the consequences of, the change.

15.5 Communication

15.5.1 We shall communicate with you at the postal and email addresses and the telephone and fax numbers which you publish unless you ask us to use other addresses and numbers. You will notify us if you regard any communications from us as particularly confidential and the means by which you require us to make such communications and we shall have no liability to you arising out of your failure so to notify us.

15.5.2 Subject to any notification you may make to us under the previous paragraph, we shall not be required to encrypt, password-protect or digitally sign any email, or attachment, sent by us. We shall not be responsible for any loss or damage arising from the unauthorised interception, re-direction, copying or reading of e-mails, including any attachments. We shall not be responsible for the effect on any hardware or software (or any loss or damage arising from any such effect) of any e-mails or attachment which may be transmitted by us (save to the extent caused by our negligence or wilful default).

15.6 Deadlines

We will try to meet any deadline we agree with you for the performance of any Services but, unless we agree otherwise in writing in relation to any time, date or period for delivery or performance by us, time shall not be of the essence.

16. PROPORTIONATE LIABILITY

If you accept or have accepted any express exclusion and/or limitation of liability from any of your other professional advisers, our total liability to you arising out of the services will not exceed the net aggregate of the amount for which we would otherwise have been liable after deducting any amount which we would have been entitled to recover from such adviser as a matter of law whether pursuant to statute or otherwise, but are prevented from doing so as a result of any such exclusion and/or limitation of liability.

17. EXCLUSION

We shall not be liable for:-

17.1 Any loss, damage, cost or expense arising from any breach by you of your agreement with us or any act or omission of any other person; or

17.2 Any advice or document subject to the laws of a jurisdiction outside England and Wales; or

17.3 Any advice or opinion given to you by any third party (whether or not nominated or recommended by us).

17.4 Any search result or information provided by a third party which proves to be inaccurate; and

17.5 Any advice on tax, financial or investment matters unless these matters are the subject of specifically agreed written terms between us.

18. LOSS OF PROFIT

We shall not be liable for any indirect loss or damage or any loss of profit, income, production or accruals arising in any circumstances whatsoever, whether in contract, tort, under statute or otherwise, and howsoever caused (including but not limited to our negligence or non-performance).

19. EXCEPTIONS

Nothing in this agreement exempts us from liability arising from our fraud or reckless disregard of our professional obligations; or from our negligence resulting in death or personal injury; or where, in the case of a contentious business agreement, law or regulation prohibits the exclusion of such liability.

20. TERMINATION

20.1 Completion of Services

An agreement between you and us for the provision of defined Services ends on the completion of the provision of those Services. Unless new or different terms are agreed, our acceptance of instructions to perform Services for you subsequent to the ending of any agreement gives rise, from the time of acceptance of the instructions, to a new agreement on these terms. If we provide you free of charge with any seminar, information, or other document after the ending of an agreement, such provision does not give rise to a new agreement.

20.2 Early Termination

Either you or we may terminate the provision of all or any stage of the relevant services or at any time by giving oral or written notice to the other. You can terminate this agreement within 14 days after ratification without any costs liability. Additionally, you can withdraw from this agreement any stage, including after the 14 days ratification. However, should you withdraw

from this agreement after your 14 days ratification; you may be liable to our reasonable costs which we will be set out to you via a letter requesting said payment. We will not terminate this agreement without good and substantial reason, such as:-

20.2.1 the threat or risk of violence, injury or other danger to the physical, psychological or moral well-being of any of our personnel; or

20.2.2 the discovery or creation of a Conflict of Interest; or

20.2.3 your requesting us to break the law or any professional requirement; or

20.2.4 the relationship of trust and confidence necessary between the firm and client ceasing to exist between us; or

20.2.5 your failure to pay to us any amount due, or money requested; or

20.2.6 your insolvency; or

20.2.7 your failure to give us adequate instructions; or

20.2.8 our being forbidden to act by the National Crime Agency; or

20.2.9 our reasonable belief that our continuing to represent you may cause damage to the professional or personal reputation of our firm or any of its personnel; and

20.2.10 any other breach by you of these terms.

20.3 Rights on Early Termination

On early termination, by either you or us, you will remain liable to pay all fees and expenses incurred before termination and due under our contract or due on the basis of the time spent at our usual hourly rates, whichever is the less, together with any further fees and expenses for work necessary to transfer our files to another adviser of your choice. All our rights set out in these terms shall continue to apply even if we terminate the agreement.

The exact amount will depend on how far your matter proceeded and the extent of the work we have undertaken for you. In addition we will make a charge for any expenses we have incurred on your behalf.

21. GENERAL

21.1 Money Laundering Regulations / The Proceeds of Crime Act 2002

21.1.1 We are required to comply with the Money Laundering regulations and in particular to verify the identity and permanent address of all new Clients. This is to ensure that the policy adopted worldwide by Financial and Government Authorities to prevent the use of laundering systems to disguise the proceeds of crime is achieved.

21.1.2 You are requested to supply both of the following; one item from List **A** and one item from List **B**.

LIST A – Proof of Identity

1. Current fully signed Passport
2. Current full UK Driving Licence (paper) or UK Photocard Driving Licence.

LIST B – Address Verification

1. A bill for the supply of electricity, gas, water or telephone services (provided it is fewer than

three (3) months old). Mobile phone bills are not acceptable.

2. Television Licence renewal notice.

3. Council Tax bill (provided it is fewer than three (3) months old).

4. Recent Tax Coding Notice.

5. Recent Mortgage Statement.

6. Credit Card/Bank Statement (provided it is fewer than three (3) months old) showing current address.

21.1.3 Under the provisions of the Proceeds of Crime Act 2002 ("POCA"), we may be required to make a report to the relevant authorities if at any time we become aware of or suspect (whether from you or any other person) the existence of the proceeds of crime in relation to any Services on which we are engaged. Our obligation to make such a report will, in certain circumstances, override our duty of client confidentiality and we may not be permitted to inform you whether or not we have made, or might intend to make, such a report.

We may terminate the provision of any Services to you, or be instructed to do so by the relevant authorities, if you fail to comply with your obligation to provide evidence of identity or we suspect that you or any other party connected with you or with the Matter is involved in activities proscribed by POCA.

21.1.4 In addition to the above please note we may carry out an online identity check through a reference agency of our choosing.

21.2 Severability

Each of these terms shall be severable and distinct from the others and if any term is held to be illegal, invalid or unenforceable, in whole or in part, the remaining terms shall not be affected.

21.3 Equal Treatment / Equality and Diversity

Consistent with our internal policies and procedures, we will not discriminate in the way we provide our Services on the grounds of race, colour, religion, nationality, ethnic origin, sexual orientation, gender, age, disability or marital status.

21.4 Financial Services

If during the course of the matter upon which we are advising you, you need advice on investments, we may have to refer you to someone who is authorised by the Financial Conduct Authority, as we are not. If you have any problem with the services we have provided for you, then please let us know. We will try to resolve any problem between ourselves. If for any reason we are unable to resolve the problem between us, you can submit a complaint through the Legal Ombudsman or our Regulator.

22. DISPUTE RESOLUTION

22.1 Scope

All claims, complaints and disputes arising out of or in connection with the Services ("Disputes") will be resolved pursuant to this paragraph.

22.2 Complaints Procedure

22.2.1 We hope you will have no complaint. To underline how seriously we take complaints, we have a set Complaints Procedure which is available on request.

22.2.2 If we are unable to resolve your complaint you may take your complaint to the Legal Ombudsman. Normally, you will have to bring your complaint to the Legal Ombudsman within 6 months of receiving a final response from us about your complaint and 6 years from the date of the act or omission giving rise to the complaint or alternatively 3 years from the date you should reasonably have known there are grounds for complaint (if the act or omission took place before 6 October 2010 or was more than 6 years ago).

Contact particulars of the Legal Ombudsman

The address of the Legal Ombudsman is: P O Box 6806 Wolverhampton, WV1 9WJ; telephone, 0300 555 0333; or view their website at www.legalombudsman.org.uk, Email enquiries to: enquiries@legalombudsman.org.uk.

22.3 Exclusions

We shall not be obliged to comply with paragraph 22 above in relation to any dispute in which we seek:-

22.3.1 An order or award (whether interim or final) restraining you from doing any act or compelling you to do any act; or

22.3.2 A judgment or award for a liquidated sum to which there is no arguable defence (provided that the exception shall cease to apply and the dispute may be referred to arbitration on the application of either party if the court decides that you should have permission to defend the claim); or

22.3.3 The enforcement of any agreement reached or any binding order, award, determination or decision made pursuant to paragraph 22 above, shall not inhibit us from serving you with a demand, notice nor commencing litigation against you.

22.4 Regulator

Nothing in this Terms of Business shall prevent you at any time from referring any matter to the body or bodies for the time being charged with our firm's regulation.

23. LAW AND JURISDICTION

The terms on which we provide Services to you are governed by and shall be construed in accordance with English law. You and we each agree to submit to the exclusive jurisdiction of the English courts, provided that we may in our sole and unfettered discretion commence proceedings against you in any other Court.

24. DATA PROTECTION

We use the information you provide primarily for the provision of legal services to you and for related purposes including: updating and enhancing client records, analysis to help us manage our practice and legal and regulatory compliance. Our use of that information is subject to your instructions, the Data Protection Act 1998 and our duty of confidentiality. Please note that our work for you may require us to give information to third parties such as expert witnesses and other professional advisers. You have a right of access under data protection legislation to the personal data that we hold about you. We may from time to time send you information which we think might be of interest to you. If you do not wish to receive that information please notify our office in writing.

25. PROVISIONS RELATING TO LITIGATION AND OTHER WORK IN RELATION TO DISPUTES

This paragraph contains further contractual provisions and important information which we are professionally obliged to give you where the matter relates to litigation or the resolution of disputes by other means (including a non-contentious matter which becomes contentious, or gives rise to further instructions on a contentious Matter).

26. Costs Risk

26.1.1 In litigation matters, the Court may decide to order one party to pay the costs of the other. The Court usually orders the unsuccessful party to pay all or a part of the successful party's costs, although there is no certainty about this. The successful party usually recovers a proportion of its costs from the unsuccessful party, although there is no certainty about this. You should be aware that:-

26.1.1.1 If you make an interim application to Court which does not succeed, you may have to pay the other side's costs, usually within two (2) weeks.

26.1.1.2 If you lose the case, you may have to pay the other side's costs and it is not usually possible for you to withdraw from the case without dealing with the issue of those costs.

26.1.1.3 Costs awarded have to be proportionate to the value of the dispute and, in the ordinary course, recovered costs from the other side rarely exceeds sixty to seventy per cent (60-70%) of actual expenditure.

26.1.1.4 You will still be liable to pay our costs in full, even if the other party fails to pay the costs awarded to you by the Court.

26.1.1.5 Issues which the Court may take into account in assessing the costs payable or recoverable include:

26.1.1.5.1 efforts made before and during the proceedings to try to resolve the dispute, including the appropriate use of mediation and other alternative dispute resolution procedures;

26.1.1.5.2 the effects of payments into court and offers of settlement;

26.1.1.5.3 the complexity and size of the Matter and the difficulty or novelty of the questions raised;

26.1.1.5.4 the skill, effort, specialised knowledge and responsibility involved;

26.1.1.5.5 the time spent;

26.1.1.5.6 the place and circumstances in which the work was done.

26.1.2 if the other side is or becomes legally aided, it is highly unlikely that you will recover your costs, even if you are successful; and

26.1.3 If you are unsuccessful, or the Court so orders for some other reason, you may be ordered to pay the other side's costs. We will discuss with you whether the likely outcome will justify the expense/risk.

27. REGULATORY & INSURANCE INFORMATION

JC Legal Practice is authorised and regulated by the Claims Management Regulator. Their phone number is: 0333 200 0110.

Their email is: consumer@claimsregulation.gov.uk or write to them at:

Claims Management Regulation Unit

57 – 60 High Street

Burton–upon–Trent

Staffordshire

DE14 1JS

Our registered office is: 3 Dorking Way, Calcot, Reading, RG31 7AE
Our regulation number is. **CRM24062**

Professional Indemnity Insurance particulars are below should you wish to take legal action against us pursuant to our act or omission. Our policy no. 1972373, policy held with: The PI Desk Limited - Insurer: Arch Insurance Company (Europe) Ltd.

Writing to them at: The PI Desk Ltd, Suite B, Sheffield Business Centre, Europa Link, Sheffield, S9 1XZ, Telephone 0114 242 1176.