

## **TERMS & CONDITIONS OF BUSINESS**

### Introduction

Nabarro Poole is a limited company registered in England and Wales (Company Registration No: 04398765).

This document, together with any engagement letter provided to you at the commencement of a matter, sets out the terms on which we accept instructions and charge for our services. If there is any conflict between these terms and the engagement letter then the engagement letter will take precedence.

### Commencement / Termination / Withdrawal of instructions

These Terms and Conditions of Business come into force with immediate effect upon delivery. Unless a contract term has been otherwise agreed, you or we may terminate our authority to act on your behalf with immediate effect. This may be done at any time, without penalty, but notice must be given in writing. Termination will be without prejudice to the completion of transactions already initiated. Whenever possible, we will give notice of any amendments to these Terms and Conditions of Business before transacting business with you, unless it is impractical to do so.

### Third Parties

If we need to engage other professionals on your behalf whether in the UK or abroad we will do so as your agent. We cannot be responsible for any act or omission of such a professional unless we have otherwise agreed in writing.

### Commissions

In some circumstances, commissions or other benefits may become payable to us [or to one of our associates] in respect of transactions we [or our associates] help to arrange for you, in which case you will be notified in writing of the amount and terms of any such payment. You consent to such commission or other benefits being retained by us [or by our associates] without our being liable to account to you for any such amounts.

This may be the case, for example, when we help you to arrange transactions with financial advisors, banks, tax consultants, insurance brokers etc. Usually the amounts paid to us by a third party will be small – ie less than £1,000. Occasionally they will be in the £1,000-£10,000 range. Very occasionally, if we help you with an exceptionally large transaction, they could even be in the £10,000-£30,000 range. In all cases we will notify you in writing of all amounts received. And where the amount is above £30,000, we will divide the excess over £30,000 equally between ourselves and yourselves.

### Fees and Disbursements

At the outset of a matter we will agree the basis on which we will charge you and arrangements concerning our fees will be set out in our engagement letter.

### Our service

We will advise and make a recommendation for the services we will provide you with after we have assessed your needs. Details of the service to be provided will be detailed in our letter of engagement. We do occasionally charge an hourly rate in which case this will be specified in the letter of engagement.

### Client instructions

We normally ask you to give instructions in writing. We may at our discretion accept oral, facsimile or electronic instructions on the condition that written confirmation of any such instruction is provided upon request. If instructions are made or documents provided by fax or email, we will be entitled to accept them at face value. We shall also be entitled to accept that the sender shown on a fax or email is genuine and act on the instructions therein accordingly. If you do not wish us to accept instructions by fax or email you must notify us in writing.

### Billing and Payment

VAT at the rate applicable will be added to bills unless zero rating or an exemption applies.

Unless otherwise agreed in writing, all bills are for payment in sterling on presentation of the invoice. We reserve the right to charge interest for late payment at the higher of 4 per cent over HSBC Bank plc base rate from time to time, the rate payable from time to time on judgement debts or the rate payable pursuant to the Late Payment of Commercial Debts (Interest) Act 1998.

### Documents held by Nabarro Poole

On completion of a matter and payment of our fees, we will return to you, at your request, any documents provided to us for the purposes of that matter and any other papers to which you are entitled. We will retain all other papers but cannot undertake to retain files for any specific period of time but will endeavour to keep all files for a minimum of six years, after which time we reserve the right to dispose of them.

If we are required for any reason compulsorily to disclose documents or to give information orally or in writing relating to a matter or your affairs pursuant to a court order, notice or demand served by an entity or person with the authority to compel such disclosure, then we shall comply. We will be entitled to be paid for the costs of such compliance by you at our then existing hourly rates.

### Our Liability

You agree by engaging us that you will not bring any claim arising out of or in connection with our engagement personally against any individual director or employee of Nabarro Poole. However, this restriction will not operate to limit or exclude the liability of Nabarro Poole Ltd.

You also agree that in the particular circumstances of the services to be provided to you, including in particular those described in any engagement letter sent to you at the commencement of a matter, our aggregate liability to you for losses for which we are liable at law shall not exceed £500,000. Any consequential or indirect loss (whether or not it might have been foreseeable at the commencement of the matter) is also excluded.

Nothing in this document shall have the effect of excluding or limiting our liability for:

- a) death or personal injury caused by our negligence, or the negligence of employees acting in the course of their employment,
  - b) any fraudulent pre-contractual misrepresentations made by us upon which you can be shown to have relied
- or
- c) any other liability we can not exclude by law

### Our service commitment to you

Our aim is to ensure that all aspects of our services are delivered promptly, and efficiently. At all times we are committed to providing you with the highest standard of service.

### Complaints

If you should have any complaint about the advice or service you receive, please write to: Tony Nabarro, Nabarro Poole Ltd, 31 Church Road, Northenden, Manchester M22 4NN. Telephone: 0161 998 4276. Fax: 0161 946 0649. Email [tony@nabarropoole.com](mailto:tony@nabarropoole.com)

### Confidentiality

Information passed to us is kept confidential and will not be disclosed to third parties except as authorised by you or required by law. If on your authority we are working in conjunction with other professional advisers we will assume that we may disclose any relevant aspect of your affairs to them.

Where you provide us with fax or computer network addresses to which material is to be sent, we shall assume, unless you tell us otherwise, that your arrangements are sufficiently secure and confidential to protect your interests.

It should be recognised that the Internet is not secure and that there are risks if sensitive information is sent in this manner by you or you request us to use the same system.

We will use our best endeavours to protect the integrity of computer systems by screening for viruses on email sent or received and would expect you to do the same.

### Privacy and Data Protection

Nabarro Poole is committed to respecting the data which we hold on you. Your details will be kept on our database for administration and accounting purposes, to enable us to undertake credit searches and so that we can send you relevant information on our services and on events which may be of interest to you. Your details will be processed and kept securely in accordance with the Data Protection Act 1998. The data will not be disclosed to third parties except for the purposes mentioned above. If you have any questions or concerns regarding our use of your data then please address these to Tony Nabarro.

Money Laundering

The Proceeds of Crime Act 2002 and the Regulations made pursuant to such Act, which are aimed at preventing money laundering, require that we obtain proof of identity from clients for whom we act in connection with relevant financial business. Accordingly you may be asked to supply us with the necessary details. In certain circumstances, we are required by law to report to the National Crime Agency any evidence or suspicion of money laundering. We are also prohibited from notifying our client of the fact that a report has been made.

Third party rights

Unless otherwise agreed between us in writing, no term of this Agreement is enforceable under the Contracts (Rights of Third Parties) Act 1999.

Legal jurisdiction

This agreement will be governed by and construed in accordance with the laws of England and Wales and any dispute will be subject to the exclusive jurisdiction of the courts of England and Wales.

Professional Indemnity Insurance

In accordance with the disclosure requirements of the Provision of Services Regulations 2009, our professional indemnity insurer is, Zurich Insurance plc of 3 Minster Court, Mincing Lane, London EC3R 7DD. The territorial coverage is worldwide excluding any action for a claim brought in any court in the United States of America or Canada or territories under their jurisdiction.

Client Money

We do from time to time receive client money e.g. when you are due a tax refund and hold money on your behalf. This will be agreed with you before hand and in many cases be used to settle any agreed fee. Once you having agreed to this procedure you accept that we can use that money or part of it to pay our fee. The balance if any will be transferred to a bank account of your choice.

Confirmed as accepted by

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