

DORADE LAW: TERMS OF BUSINESS

PLEASE READ THIS DOCUMENT CAREFULLY

These terms set out the basis on which Dorade Law works for its clients. They apply to all work undertaken by Dorade Law, small or large.

1. DEFINITIONS

The words and phrases set out below have the following specific meanings

- “Terms” means these Terms of Business;
- “us”, “we”, “our” or “firm” mean Dorade Law, the trading name of Dorade Limited, a company registered in England and Wales with company registration No. 06595987 and regulated by the Solicitors Regulation Authority with No. 523020;
- “you” or “your” mean our client/s;
- “Contract” means the agreement between us and you relating to the provision of our services;
- “covering letter” means the letter or email sent to you referring to these Terms and setting out any particular terms applying to the work you have asked us to do. If there is a conflict between the covering letter and these Terms the provisions of the covering letter will override these terms;
- “Regulations” means the Consumer Protection (Distance Selling) Regulations 2000.
- “Disbursements”, means any costs or payments that we incur on your behalf, e.g. barrister’s fees, agents’ fees, couriers etc;
- “Estimate” means a provisional estimate of our fees which is not intended to be legally binding and which may be exceeded;
- “Quotation” means a firm indication of our fees for a specific piece of work;
- “written” includes information or material which is provided electronically.

2. THE CONTRACT BETWEEN US

The covering letter, these Terms, and any written amendments that we agree form the Contract between us. This Contract will be concluded:

- When you confirm that the provisions of the covering letter are agreed; or
- When you give us any specific instructions to act on your behalf or request advice from us, or after you have received the covering letter provided that you have raised no objections to its provisions.

We require instructions to be confirmed by email or letter or in person but it is recognised that in short or urgent cases this is not always practical. In such cases written confirmation should be provided as soon as reasonably possible.

The scope of work for each instruction, matter, project or assignment shall be as agreed between you and us at the outset of each instruction. It may be extended or amended by agreement.

As part of our normal procedure in relation to advisory work we may request from you written confirmation of any relevant statements of fact, opinion or other representations which have been given in the course of the Contract. We will also expect you to confirm that all important and relevant information has been brought to our attention.

3. CONSUMER COOLING OFF RIGHTS

If you are a private individual consumer and you instructed us without someone from the firm being physically present, the Regulations may apply, giving you the statutory rights:

- To terminate the Contract within a cooling off period of seven working days beginning with the day after the Contract was concluded. Where you have this right, and decide to use it, you can do so by sending a written notice of cancellation addressed to the lawyer in charge of your case within the cooling off period. However, you will lose your statutory right to cancel if we commence working for you, either at your request or if we consider it appropriate, before the cooling off period expires. If you wish us to wait until the cooling off period has expired before starting our work, please advise us in writing immediately;
- To request we complete our work within 30 days of the day after you asked us to work for you, unless otherwise agreed. In this respect, subject to any contrary term in the covering letter, our agreement with you is on the basis that we shall not be required to meet any such 30 day deadline, given our services generally require more time to complete.

4. WORK THAT IS NOT INCLUDED

Unless we have otherwise agreed with you in writing we will not provide you with legal advice on the following issues;

- The laws of any jurisdiction other than England and Wales; or
- Taxes or duties; or
- Investment advice; or
- Financial planning; or
- Accounting.

We may comment on your need for advice in these areas and also make comment on specific issues that have arisen in relation to them but this will be general passing comment only and will not constitute legal advice. We have access to a wide network of specialist lawyers and other professionals in most parts of the world who are able to advise on these issues and with your agreement we can arrange for specific detailed advice in these areas. The terms upon which such advice is provided are likely to vary depending on the ultimate provider.

Responsibility for the detection and prevention of fraud, error and non-compliance with any law or regulation applicable to your business rests with you unless we are expressly engaged to advise you on such matters. Where we are expressly engaged to assess your compliance with a specific law or regulation we will do so using reasonable judgment on the basis of the information and material made available by you.

5. INSTRUCTIONS & AUTHORITY

If you are a company, partnership or other organisation, we may accept instructions from anyone within your organisation unless you have written to us identifying which individuals we are to take instructions from.

When our Contract is with more than one person, unless otherwise agreed in writing, we may:

- Accept instructions from any one of those persons on behalf of all; and
- Correspond with any one of those persons on behalf of all.

6. EVIDENCE OF IDENTITY AND OUR RIGHT TO CANCEL

We may ask you to provide evidence of your identity and/or authority to instruct us. If you cannot satisfy these requests promptly, we have the right to cancel the Contract immediately by giving written notice to you.

7. DELEGATION OF WORK

The individuals named in the covering letter shall have primary responsibility for your work, but may

delegate appropriate parts of the work to others acting under proper supervision. The Director has final responsibility for your work and if there is any aspect of our services that you are unhappy with, you should discuss it with him or the Practice Manager.

If you instruct us in relation to issues that fall outside the range of work that we normally undertake we may involve other lawyers on an agency basis with whom we have reciprocal arrangements. In such cases we shall provide you with full information at the time of such involvement.

8. FEES

By instructing us you are accepting responsibility for payment of our fees. These fees will be based on the time that our personnel expend on your behalf and may be enhanced to take account of the value of any property involved, the skill and specialised knowledge that has been required, and the degree of urgency and importance that the matter has for you. We will discuss these issues with you at the outset and during the course of the contract.

The amount of time we spend on the contract is recorded by activity in units of 1/10th of an hour. We round our time up to the nearest 1/10th in respect of each activity. Our current hourly rates are set out in the covering letter. We may increase our hourly rates in the course of the contract (but not normally more than once a year) and we shall notify you of this if relevant.

Waiting and travelling time is charged at 75% of the current hourly charge for lawyers and at 100% for Administrative staff.

Our fees are exclusive of VAT and any direct costs and expenses and disbursements which we incur in relation to your work including travel, accommodation, subsistence, postage, couriers, phone calls, agents and barristers etc.

We will usually raise interim invoices on a weekly or monthly basis and at the time of incurring any direct expenses on your behalf but other relevant issues in determining the frequency of our invoices will include the nature of the contract on which we have been asked to act, the amount of our unbilled time, the amount of time that is being spent on the contract and your financial circumstances.

At the end of the contract we will review the fees that we have charged and will prepare our final bill. The final bill will include any time, disbursements and expenses which have been incurred but not previously invoiced.

All our invoices are immediately due on the date on which they are raised. For continuity it is important that you pay our invoices promptly on receipt as a delay in payment is a breach of the contract.

9. ESTIMATES & QUOTATIONS

Both Estimates and Quotations (which are very different to each other – see Definitions above) are generally based upon your initial description of the matter in question and upon any documentation that you might have given us to consider. Such information may not be sufficient to give an Estimate still less a Quotation, particularly where documentation needs to be prepared or negotiated, and where the legal or factual issues are complex.

Where we give a written Estimate or written Quotation we will be bound by its terms. But if it transpires that the information that we have relied on is incomplete or not fully established or if wholly unforeseen issues arise as the contract progresses which have a bearing on the amount of time which we have to spend, or upon any Disbursements or other costs which have to be incurred we reserve the right to charge for the additional time on our usual charging basis. We will advise you of any such changes in circumstance as soon as we become aware of the full scope of the necessary work. We shall seek to agree with you an additional fee for such matters, but if no agreement is made, we shall have the right to cancel this Contract on giving written notice to you.

If it is not possible to calculate our charges with reference to a Quotation we have given, they shall be determined with reference to our hourly rates.

Unless we specifically advise to the contrary, all Estimates and Quotations are exclusive of VAT, Disbursements and other costs.

10. MONIES ON ACCOUNT

We have the right to require you to pay money on account of our prospective invoices at any time before and/or during the Contract. Money held on account will be placed in a Clients Account and you will be credited with any interest earned subject to a minimum of £20. Once an invoice has been delivered to you in hard copy or electronically we will be entitled to use the money held on account to pay or partly pay that invoice and we will notify you of the balance outstanding.

11. LATE PAYMENT

As indicated above all our invoices – interim and final - are payable in full upon receipt.

We shall deliver invoices electronically and in hard copy. If any of our invoices are not paid promptly:

- We may charge you interest on the outstanding amounts at the statutory rate or at the rate payable on judgment debts, and;
- We will have the right to suspend work on any matters on which you have asked us to act, or to cancel all or any of our Contracts with you immediately on giving written notice, and;
- We will have the right to apply to any Court or Tribunal to be taken off the record as your lawyers in relation to any legal matter in which we are representing you.

Where the covering letter is addressed to more than one person, or where we have agreed with the addressee of the covering letter to act for another person as well, each of you will be jointly and severally liable for our fees and disbursements and other costs, so that each of you is jointly responsible for ensuring that our bill is paid, and we can pursue all or any one of you for the whole amount that is due to us. This shall be the case regardless of any agreement you may have entered into with anyone else regarding the payment of our fees, disbursements, and other costs.

12. COMPLAINTS REGARDING OUR FEES

Our invoices contain a brief summary of the work that we have undertaken for you and the Disbursements and costs that have been paid out your behalf in relation to the matters on which you have asked us to act. A more detailed description can be provided if needed.

If you are not satisfied with the amount of our fees, you should first take the issue up with us. If we are unable to resolve the matter to your satisfaction you may be able to take the matter up with the Office for Legal Complaints and/or with the Courts.

13. LIMITATION OF LIABILITY

As solicitors we are permitted to put a reasonable limit on our liability to our clients provided that:

- The limit on our liability is not below the minimum level of cover required by the Solicitors' Indemnity Rules (currently £2,000,000 for partnerships and £3,000,000 for recognized bodies); and
- We do not limit our liability for death or personal injury resulting from our negligence.

Our total liability to you shall therefore be limited as follows:

- Irrespective of the legal basis on which any claim against us is made (except for claims for death or personal injury arising from our negligence) our total aggregate liability to you shall be limited to £3Million.
- You agree that we shall not be liable to you in any circumstances for any consequential, special, exemplary or indirect losses costs or damages whether or not they might have been foreseeable at the start of the contract, or for any damages costs or losses

attributable to lost profits or opportunities.

- You agree that if, as a matter of law, any of our Directors, employees, consultants or agents would otherwise owe you a duty of care that duty is excluded from our contract with you. You agree that you will not bring any claim against any of our Directors, employees, consultants or agents for any matter arising in any way out of the contract.
- Accordingly any claim you wish to make can only be made against the firm and not against an officer, shareholder, employee, consultant or agent of the firm.
- Any legal proceedings arising from or in connection with the Contract must be formally commenced within 12 months from the date when the party bringing the proceedings becomes aware or ought reasonably to have become aware of the facts which give rise to the liability alleged and in any event not later than 24 months after any alleged breach of contract, negligence or other act or omission.

This provisions of this section 13 shall survive any cancellation or termination of the Contract.

14. JOINT LIABILITY

If you have a claim against us for any loss or damage for which someone else (including you) could also be liable, our liability to you in those circumstances shall be limited to a just and equitable proportion of the loss or damage in question after liability for it has been apportioned between everyone responsible and for the purposes of this clause:

- “loss or damage” shall include all recoverable amounts, including legal costs; and
- The ability or otherwise of any person or entity to satisfy any legal claim for any reason including (but not limited to) death, bankruptcy, or insolvency shall be disregarded; and
- It shall be assumed that there are no agreements in force that exclude, limit or cap the liability of anyone else who might be liable to you.

15. FRUSTRATION / FORCE MAJEURE

We shall not be liable to you for any failure to provide our services caused by matters beyond our reasonable control.

16. REGULATORY MATTERS

We do not provide investment advice of any kind.

We are regulated by the Solicitors Regulation Authority (SRA) in the conduct of our law practice. We have effected professional indemnity insurance cover which meets or exceeds the requirements of the SRA. In the event of any failure by the Firm to meet its liabilities, apart from such insurance, the Solicitors’ Compensation Fund is in place, from which grants may be given to those who have suffered loss by reason of the dishonesty of a solicitor or an employee in connection with a solicitor’s practice or in connection with a trust of which the solicitor is a trustee.

All UK law firms are subject to reporting, disclosure and other requirements imposed by the UK regulators or laws, such as concerns HM Revenue and Customs, money-laundering, and the proceeds of crime. These requirements can override our usual duty of confidentiality to you. In addition, these requirements may oblige us to ask you to provide us with information such as evidence of your identity and if applicable that of directors, partners, trustees and controllers of your company or firm and all connected shareholders that may be relevant for legal or regulatory purposes at any time. Any failure by you to provide any information of this sort shall entitle us to cancel this Contract on giving immediate written notice to you.

17. CONFLICTS

We have the following rights to cancel this Contract on giving immediate written notice:

- If our own interests conflict with yours; or
- If a conflict of interests arises between you and any of our other clients in relation to the

- same or related matters, or there is a significant risk that this might happen; or
- If any instructions you give us conflict with our professional duties or obligations as solicitors.

18. TERMINATION

We expect to be retained to the completion of every contract however you may immediately terminate the Contract in writing at any time if you wish us to stop acting for you.

We may also cancel the Contract:

- On giving you reasonable written notice; or
- If we believe there are circumstances that justify an immediate cessation of the work that we are doing for you; or
- In the circumstances provided for in sections 6, 9, 11, 16 and 17 above.

Circumstances that might justify our ceasing to act for you under the first two bullet points above would include a non-payment of any of our invoices, your failure to make any payment on account or to settle any Disbursements or costs which we have requested, or your failure to give us the instructions that we might reasonably expect in relation to the contract.

In the event that you terminate the Contract or if we cancel the Contract and cease acting for you, we shall be entitled to charge you a fee for all the time spent by us up to cancellation, and all the Disbursements and costs we have incurred or may be liable for up to that point in time together with any committed costs and expenses and the charges reasonably necessary to complete the work in hand and effect an orderly handover. If it is not possible to calculate our fee with reference to a Quotation that we have given, our fee shall be calculated on the basis of our hourly rates.

Neither you nor Dorade Law shall have any claim against the other for any loss arising from early termination or withdrawal.

19. PAPERS AND DEEDS

We are entitled to retain our files and any documents we are holding on your behalf until you have paid all our invoices. Unless you have already asked us to return any papers to you, we shall keep all files relating to your completed matters in storage for not less than six years, either in their original form or on some other retrievable medium. After the end of that period, those files will be destroyed, although this shall not apply to any original documents that you have specifically asked us in writing to keep in safe custody for you.

We do not normally make a charge for retrieving stored papers which relate to current matters, although we reserve the right to charge you for any time spent in retrieving papers relating to completed matters and for any time spent in reading the file, writing letters, or doing any other work at your request.

If you ask us to send any documents to anyone else, we shall not be liable for any loss or damage that occurs to those documents after they leave our possession. You should also note that, unless we believe it might be appropriate to do so we will not ordinarily make copies of any lengthy or bulky documentation which we send to anyone else, unless you specifically ask us to do so, and pay our copying charges.

20. EMAIL, FAX AND IT MATTERS

Unless otherwise agreed, we may use conventional (unencrypted) email VOIP and other electronic means to communicate with you and anyone else that is involved in any matter on which you instruct us. You acknowledge that conventional electronic communications, including email, may present security risks in certain circumstances. It cannot be guaranteed to be secure or virus or error free and could be intercepted, corrupted, lost, destroyed, arrive late or incomplete or otherwise be adversely affected or unsafe to use. You shall be taken to have accepted those risks unless you tell us not to use specific means or methods of communication.

If you would like us to use encrypted communications you should notify us in writing. We will endeavour to do so, but this shall also be subject to us making the necessary arrangements with

you and any other recipients.

If you do not want us to fax you at any fax number where we might ordinarily think you may be contactable, you must inform us of this in writing and provide us with any fax number(s) you wish us to use.

Please note that in order to protect the integrity and security of our IT systems, we may prohibit the receipt and opening of certain types of electronic files by our staff and you should note our internal IT procedures may also impose a delay on our ability to open and deal with certain types of electronic files.

Please note that we may record and monitor telephone, fax and email communications that are made to or from our offices and staff for the purposes of the Telecommunications (Lawful Business Practice) (Interceptions of Communications) Regulations 2000.

It is agreed that the firm and its clients will use commercially reasonable procedures to check electronic communications for viruses and shall each be responsible for protecting their own systems and interests in relation to electronic communications and neither shall have any liability to the other on any basis in respect of any error, damage, loss or omission arising from electronic communications, provided that this exclusion shall not apply to the extent that any liability arises from the criminal or fraudulent acts or representations made by any employee of either party.

21. RECOMMENDATIONS

If we should recommend the services of anyone to you such as accountants, surveyors, trade mark and patent agents, foreign lawyers or anyone else, we shall do so in good faith and this shall be the sole extent of our liability with regard to the recommendation in question.

22. AUDIT ENQUIRIES

If we receive requests for information of an auditing nature from you, your accountants or auditors, we may address our response to you and we may charge you for the time spent in addressing these enquiries at our normal hourly rates.

23. THIRD PARTY RIGHTS

Unless we specifically agree to the contrary in writing, we shall act only on your behalf in relation to the work that we do for you and the Contracts (Rights of Third Parties) Act 1999 shall not apply.

There may be circumstances where a third party seeks to request us to report to them. Any contractual arrangement between you and a third party which seeks to impose such requirements on us will not, as a matter of law, be binding on us. However we may, depending on the circumstances, agree to provide reports to third parties at your request. Any such possible requirements must be discussed with us at the earliest opportunity and well before the other arrangement is finalised. In this regard however it is our policy not to extend our duty of care.

Any legal advice that we give or any services we provide for you is for your own use only and we shall not be liable to anyone else in relation to that advice (including anyone that you pass or transmit it to) unless we expressly agree to be liable to the recipient(s) in writing. No other person shall be entitled to rely on our services except when they have obtained our prior written consent to do so.

24. DATA

Dorade Law is registered with the Information Commissioner for data protection purposes. If you are a private individual we shall only use any personal data that we have relating to you for the following purposes:

- To identify you as a client of this firm, and to confirm any information you have given us;
- To provide you with our products and services;
- To process any payments from you;
- To send you information regarding our products and services, including any products and services that we may supply in conjunction with anyone else, unless you ask us not to do

- so;
- For our own internal purposes in connection with risk management matters and resolving disputes;
- For producing statistics, analysis of our practice and other information relating to our business, providing this shall not identify you personally, and
- For legal and regulatory compliance and statutory returns.

Our use of personal information is subject to your instructions, the Data Protection Act 1998 and our duty of confidentiality. You have a right of access to the personal data that we hold about you.

25. CONFIDENTIALITY AND DISCLOSURE

We are regulated by the Solicitors Regulation Authority and subject to the rules and principles governing confidentiality and solicitor's conduct which can be found at www.sra.org.uk

It is possible that we may now or in the future hold for another past, present or future client confidential information which we cannot disclose to you in relation to your matter. You agree to that non-disclosure.

26. COMPLAINTS

If you are unhappy about any aspect of our service please tell the Director or Practice Manager immediately.

27. REFERRALS

If you have been referred to us by an introducer with whom we have a financial arrangement:

- We shall not disclose your information to that introducer unless you consent;
- We shall make clear the amounts involved;
- If we also act for the introducer in the same matter and a conflict of interest arises, we may have to cease acting for you;
- Any advice we give will be independent and you can raise questions on all aspects of the matter.

28. GENERAL

The Contract is governed by English law. You agree that any dispute or claim you may bring against us shall be subject to the exclusive jurisdiction of the English Courts. Any dispute or claim we may bring against you shall be subject to the non-exclusive jurisdiction of the English Courts.

Terms Accepted by:

Position:

On Behalf of:

Date:

Please return a signed copy to us and retain a copy for your own records