HW

Financial Services Limited
Local Matters, National Strength.

Strictly Private & Confidential
FAO Tony Bayagbona
Gillian Fazan & Co
34 Lipson Road
Plymouth
PL4 8PW

25/04/2012

Dear Tony

Folglade SSAS

Further to the above please find the following signed original documents enclosed as requested:

- TR1 Form
- Your Terms of Business
- Agreement to exclude security of tenure

Please can you confirm your outstanding requirements and also provide a lease based on £22,000 p.a payable monthly. Also can you re confirm your Fees and the invoice states £750 to redeem Barclays mortgage and this was actually redeemed. Clients are happy when revised fee to make BACS payment to you.

The rent review dates are to be every 5 years but can be reviewed earlier if required and it should be full insuring and repairing.

I have requested all other outstanding data from the company and will forward in due course.

I trust the above is satisfactory, however if you do have any questions please do not hesitate to contact me.

Yours sincerely

AM Banks

Ann-Marie Banks CFP[CM] FPFS
Chartered Financial Planner

www.hwca.com
120-124 Towngate, Leyland, Preston PR25 2LQ
Telephone: 01772 458800 **Email: ann-marie.banks**@hwfs.co.uk

THC GARY VAN
01744 746036

GILLIAN FAZAN & CO

SOLICITORS AND COMMISSIONERS FOR OATHS

EST. 1989

Folglade (Pipes And Fittings) Limited
Unit 9, Westside Industrial Estate,
Jackson Street, St. Helens (WA9 3AT)

34 Lipson Road
Plymouth PL4 8PW
Tel: 08445041752
Fax: 0844 504 1134
email: tony@fazan.co.uk
website: www.fazan.co.uk

Date: 30 March 2012

Our ref: TB/ Folglade

Your ref:

Dear Sirs

Under Lease Unit 9, Westside Industrial Estate, Jackson Street, St. Helens (WA9 3AT)
Trustees of the Folglade SSAS to Folglade (Pipes And Fittings) Limited

We enclose Notice under the Landlord and Tenant Act 1954, Part II as the underlease you plan to take as shown above shall not be with the benefit of security of tenure un the said Act.

You should read this carefully and after 14 days of receipt please return the Agreement to Exclude Security of Tenure pages (2) after dating the simple declaration acknowledging receipt of this Notice and send it back to us.

Yours faithfully

Gillian Fazan & Co

Agreement to exclude security of tenure

Warning notice to be served on tenant before the parties enter into a valid agreement to exclude security of tenure

See paragraphs 14-19 of the guidance and Schedule 1 to the Regulatory Reform (Business Tenancies) (England and Wales) Order 2003

FORM OF NOTICE THAT SECTIONS 24 TO 28 OF THE LANDLORD AND TENANT ACT 1954 ARE NOT TO APPLY TO A BUSINESS TENANCY

To: *[Name and address of tenant]* FOLGLADE (PIPES AND FITTINGS) LIMITED whose registered office is at Unit 9, Westside Industrial Estate, Jackson Street, St. Helens (WA9 3AT)

From: *[Name and address of landlord]*

ERIC CHISNALL of 20 Elm Grove Eccleston Park, Prescot Merseyside. L34 2RX and ELAINE CHISNALL of 20 Elm Grove Ecclestone Park, Prescot, Merseyside L34 2RX and JAYNE SPEAKMAN of 16 Windlebrook Crescent, Windle St Helens Merseyside WA10 6QY all as trustees of the Folglade SSAS "Folglade SSAS"

IMPORTANT NOTICE

You are being offered a lease without security of tenure. Do not commit yourself to the lease unless you have read this message carefully and have discussed it with a professional adviser.

Business tenants normally have security of tenure – the right to stay in their business premises when the lease ends.

If you commit yourself to the lease you will be giving up these important legal rights.

- You will have no right to stay in the premises when the lease ends.
- Unless the landlord chooses to offer you another lease, you will need to leave the premises.
- You will be unable to claim compensation for the loss of your business premises, unless the lease specifically gives you this right.
- If the landlord offers you another lease, you will have no right to ask the court to fix the rent.

It is therefore important to get professional advice – from a qualified surveyor, lawyer or accountant – before agreeing to give up these rights.

If you want to ensure that you can stay in the same business premises when the lease ends, you should consult your adviser about another form of lease that does not exclude the protection of the Landlord and Tenant Act 1954.

If you receive this notice at least 14 days before committing yourself to the lease, you will need to sign a simple declaration that you have received this notice and have accepted its consequences, before signing the lease.

But if you do not receive at least 14 day' notice, you will need to sign a "statutory" declaration. To do so, you will need to visit an independent solicitor (or someone else empowered to administer oaths).

Unless there is a special reason for committing yourself to the lease sooner, you may want to ask the landlord to let you have at least 14 days to consider whether you wish to give up your statutory rights. If you then decided to go ahead with the agreement to exclude the protection of the Landlord and Tenant Act 1954, you would only need to make a simple declaration, and so you would not need to make a separate visit to an independent solicitor.

Agreement to exclude security of tenure

Simple declaration to be made by tenant (who has received at least 14 days' notice of a proposal for a lease excluding security of tenure)

See paragraphs 14-19 of the guidance and Schedule 2 to the Regulatory Reform (Business Tenancies) (England and Wales) Order 2003

I ERIC CHISNALL ....(*name of declarant*) of 20 Elm Grove Eccleston Park Prescot Merseyside L34 2RX ....

....(*address*) declare that –

1. FOLGLADE Ltd ....(*name of tenant*) propose(s) to enter into a tenancy of premises at Unit 9 Westside Industrial Est St.Helens WA9 3AT ....(*address of premises*)

   for a term commencing on ....

2. I/The tenant propose(s) to enter into an agreement with Folglade SSAS .... (*name of landlord*) that the provisions of sections 24 to 28 of the Landlord and Tenant Act 1954 (security of tenure) shall be excluded in relation to the tenancy.

3. The landlord has, not less than 14 days before I/the tenant enter(s) into the tenancy, or (if earlier) become(s) contractually bound to do so served on me/the tenant a notice in the form, or substantially in the form, set out in Schedule 1 to the Regulatory Reform (Business Tenancies) (England and Wales) Order 2003. The form of notice set out in that Schedule is reproduced below.

4. I have/The tenant has read the notice referred to in paragraph 3 above and accept(s) the consequences of entering into the agreement referred to in paragraph 2 above.

5. (*as appropriate*) I am duly authorised by the tenant to make this declaration.

DECLARED this ......20TH.................................. day of April 2012 ....

To: [*Name and address of tenant*] FOLGLADE (PIPES AND FITTINGS) LIMITED whose registered office is at Unit 9, Westside Industrial Estate, Jackson Street, St. Helens (WA9 3AT)

From: [*Name and address of landlord*] ERIC CHISNALL of 20 Elm Grove Eccleston Park, Prescot Merseyside. L34 2RX and ELAINE CHISNALL of 20 Elm Grove Ecclestone Park, Prescot, Merseyside L34 2RX and JAYNE SPEAKMAN of 16 Windlebrook Crescent, Windle St Helens Merseyside WA10 6OY all as trustees of the Folglade SSAS "Folglade SSAS"

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- You will have no right to stay in the premises when the lease ends.
- Unless the landlord chooses to offer you another lease, you will need to leave the premises.
- You will be unable to claim compensation for the loss of your business premises, unless the lease specifically gives you this right.
- If the landlord offers you another lease, you will have no right to ask the court to fix the rent.

It is therefore important to get professional advice – from a qualified surveyor, lawyer or accountant – before agreeing to give up these rights.

If you want to ensure that you can stay in the same business premises when the lease ends, you should consult your adviser about another form of lease that does not exclude the protection of the Landlord and Tenant Act 1954.

If you receive this notice at least 14 days before committing yourself to the lease, you will need to sign a simple declaration that you have received this notice and have accepted its consequences, before signing the lease.

<u>But if you do not receive at least 14 days' notice, you will need to sign a "statutory" declaration. To do so, you will need to visit an independent solicitor (or someone else empowered to administer oaths).</u>

Unless there is a special reason for committing yourself to the lease sooner, you may want to ask the landlord to let you have at least 14 days to consider whether you wish to give up your statutory rights. If you then decided to go ahead with the agreement to exclude the protection of the Landlord and Tenant Act 1954, you would only need to make a simple declaration, and so you would not need to make a separate visit to an independent solicitor.

Land Registry
Transfer of whole of registered title(s)

TR1

If you need more room than is provided for in a panel, and your software allows, you can expand any panel in the form. Alternatively use continuation sheet CS and attach it to this form.

Leave blank if not yet registered.	1 Title number(s) of the property: MS149852
Insert address including postcode (if any) or other description of the property, for example 'land adjoining 2 Acacia Avenue'.	2 Property: Unit 9, Westside Industrial Estate, Jackson Street, St. Helens (WA9 3AT)
	3 Date:
Give full name(s). Complete as appropriate where the transferor is a company.	4 Transferor: FOLGLADE (PIPES AND FITTINGS) LIMITED For UK incorporated companies/LLPs Registered number of company or limited liability partnership including any prefix: For overseas companies (a) Territory of incorporation: (b) Registered number in England and Wales including any prefix: 01481388
Give full name(s). Complete as appropriate where the transferee is a company. Also, for an overseas company, unless an arrangement with Land Registry exists, lodge either a certificate in Form 7 in Schedule 3 to the Land Registration Rules 2003 or a certified copy of the constitution in English or Welsh, or other evidence permitted by rule 183 of the Land Registration Rules 2003.	5 Transferee for entry in the register: ERIC CHISNALL and ELAINE CHISNALL and JAYNE SPEAKMAN all as trustees of the Folglade SSAS For UK incorporated companies/LLPs Registered number of company or limited liability partnership including any prefix: For overseas companies (a) Territory of incorporation: (b) Registered number in England and Wales including any prefix:
Each transferee may give up to three addresses for service, one of which must be a postal address whether or not in the UK (including the postcode, if any). The others can be any combination of a postal address, a UK DX box number or an electronic address.	6 Transferee's intended address(es) for service for entry in the register: c/o 20 Elm Grove, Prescot, Merseyside L34 2RX cc: (gavinm@pensionpractitioner.com)
	7 The transferor transfers the property to the transferee

The transferor must execute this transfer as a deed using the space opposite. If there is more than one transferor, all must execute. Forms of execution are given in Schedule 9 to the Land Registration Rules 2003. If the transfer contains transferee's covenants or declarations or contains an application by the transferee (such as for a restriction), it must also be executed by the transferee.

12 Execution

Signed as a deed by FOLGLADE (PIPES AND FITTINGS) LIMITED Acting by a director and a director/secretary:-

Director: ....

Print Name: ERIC CHISNALL.

Director/secretary: DIRECTOR...............................

Print Name:

Signed as a deed by ERIC CHISNALL in the presence of: ....

Signature of witness:

Name (in BLOCK CAPITALS): GRAHAM WILKINSON

Address: 63 EXETER ST
ST HELENS WA10 4HR

Signed as a deed by ELAINE CHISNALL in the presence of: ....

Signature of witness:

Name (in BLOCK CAPITALS): GRAHAM WILKINSON

Address: 63 EXETER ST
ST HELENS WA10 4HR.

Signed as a deed by JAYNE SPEAKMAN in the presence of: ....

Signature of witness:

Name (in BLOCK CAPITALS): GRAHAM WILKINSON

Address: 63 EXETER ST
ST HELENS WA10 4HR

WARNING
If you dishonestly enter information or make a statement that you know is, or might be, untrue or misleading, and intend by doing so to make a gain for yourself or another person, or to cause loss or the risk of loss to another person, you may commit the offence of fraud under section 1 of the Fraud Act 2006, the maximum penalty for which is 10 years' imprisonment or an unlimited fine, or both.

Failure to complete this form with proper care may result in a loss of protection under the Land Registration Act 2002 if, as a result, a mistake is made in the register.

Under section 66 of the Land Registration Act 2002 most documents (including this form) kept by the registrar relating to an application to the registrar or referred to in the register are open to public inspection and copying. If you believe a document contains prejudicial information, you may apply for that part of the document to be made exempt using Form EX1, under rule 136 of the Land Registration Rules 2003.

Place 'X' in the appropriate box. State the currency unit if other than sterling. If none of the boxes apply, insert an appropriate memorandum in panel 11.

8 Consideration

☒ The transferor has received from the transferee for the property the following sum (in words and figures):

☐ The transfer is not for money or anything that has a monetary value

☐ Insert other receipt as appropriate: The Property is transferred by way of this Pension in-specie contribution in satisfaction of a debt for two hundred and twenty five thousand pounds (£225,000.00) owed by the Transferor to the Transferee (a registered Pension Scheme)

Place 'X' in any box that applies.

Add any modifications.

9 The transferor transfers with

☐ full title guarantee

☒ limited title guarantee

Where the transferee is more than one person, place 'X' in the appropriate box.

Complete as necessary.

10 Declaration of trust. The transferee is more than one person and

☐ they are to hold the property on trust for themselves as joint tenants

☐ they are to hold the property on trust for themselves as tenants in common in equal shares

☒ they are to hold the property on trust: as trustees of the Folglade SSAS (Pension Scheme)

Insert here any required or permitted statement, certificate or application and any agreed covenants, declarations and so on.

11 Additional provisions

1. For the purposes of Section 6(2)(a) of the Law of Property (Miscellaneous Provisions) Act 1994 all matters now recorded in registers open to public inspection are to be considered within the actual knowledge of the Transferee

2. The Transferor shall not be liable under the covenant implied by Section 4 of the Law of Property (Miscellaneous Provisions) Act 1994 for any breach of the terms of the Lease concerning the state and condition of the Property and the Registrar is requested to note such modification on the register

3. The covenant set out in Section 3(3) of the Law of Property (Miscellaneous Provisions) Act 1994 shall extend to charges or incumbrances created by the Transferor only

TERMS AND CONDITIONS OF BUSINESS
GILLIAN FAZAN & CO SOLICITORS- PENSION LEGAL SERVICES

PENSIONPRACTITIONER.COM LTD TO ACT AS AGENTS (SEE PARA. 15)

(1) OUR AIM
We aim to offer our clients quality legal advice with a personal service at a fair and reasonable cost. This statement sets out the basis on which we will provide our professional service.

(2) OUR COMMITMENT TO YOU
We will:-
a) **REPRESENT** your interests and keep your business confidential.
b) **EXPLAIN** to you the legal work which may be required and the prospects of a successful outcome.
c) **ADVISE** you of the likely degree of financial risk which you will be taking on.
d) **KEEP YOU INFORMED** of progress or, if there is none, tell you when you are next likely to hear from us.

(3) OUR HOURS OF BUSINESS
The normal hours of opening of our offices are between 9 a.m. and 5 p.m. Monday to Friday,

(4) PEOPLE RESPONSIBLE FOR YOUR WORK
Your work will be handled by **Tony Bayagbona**, who is a solicitor with over 10 years experience. Alternatively your matter may be handled by **Ray Checkley** or **Martin Potter** who are retired solicitors (now paralegals).
We will try to avoid changing the people who handle your work but if this cannot be avoided, we will tell you promptly of any change and why it may be necessary. **Tony Bayagbona** has final responsibility for all work undertaken

(5) CHARGES AND EXPENSES
Our charges will be calculated mainly by reference to the time actually spent by the solicitors and other staff in respect of any work which they undertake on your behalf. This will include meetings with you and others, reading and working on papers, correspondence, telephone discussions, court hearings, preparation of any detailed costs calculations and time spent travelling away from the office when this is necessary.
Short letters are charged as a six minute unit of time and we charge for all other time spent on your matter in units of 6 minutes (£15.50).
The current hourly rate is £155.00. We will add VAT to this at the rate that applies when the work is undertaken. At present VAT is 20%.
The hourly rate will be reviewed periodically to reflect increases in overhead costs and inflation. Normally the rate is reviewed with effect from 1st January each year. If a review is carried out before this matter has been concluded, we will inform you of any variation in the rate before it takes effect.
In addition to the time spent, we may take into account any complexity of the issues or circumstances imposing unusual responsibility and charge an additional fee. On a high value transaction, we may charge an additional fee to reflect the extra responsibility, which in probate cases, may be as much as 2% of the value of the estate
We may have to pay expenses on your behalf during the course of the work, such as Land or probate Registry fees, Court fees, Expert fees etc. ***We have no obligation to make such payments, unless you have provided us with funds for that purpose.*** VAT is payable on certain expenses. We refer to such payments as "disbursements".
If, for any reason, this matter does not proceed to a conclusion, we are entitled to charge you for the work undertaken on a pro rata basis of our estimate and for expenses incurred.Any commission we receive regarding your matter will be paid to you unless you agree that we may keep it.

(6) OTHER PARTIES' CHARGES AND EXPENSES
In some cases and transactions a client may be entitled to payment of costs by some other person/opponent. It is ***important*** that you understand that in such circumstances, the other person/opponent may not be required to pay all the charges and expenses, which you incur with us. You will be required to pay our charges and expenses in the first instance, and any amounts, which can be recovered, will be a contribution towards those payments. If the other party is in receipt of Public Funding no costs are likely to be recovered. You will be responsible for paying our charges and expenses in seeking to recover any costs that the court orders the other party to pay to you.
A client who is unsuccessful in a court case may be ordered to pay the other party's legal charges and expenses. Those sums would be payable in addition to our charges and expenses. Arrangements can be made to take out insurance to cover liability for such legal expenses – please discuss this with us, if you are interested in this possibility.

(7) PAYMENT ARRANGEMENTS
a) Pension Property Transactions: Without prejudice to our right to send you interim bills for any work done we will normally send you our invoice following the Exchange of Contracts and payment is required on a purchase prior to completion, and at completion on a sale. If sufficient funds we hold on your behalf are available on completion, and we have sent you an invoice, we will deduct our charges and expenses from the funds b) Payment: Payment is due to us upon presentation of an invoice. We will ***charge interest*** on a daily basis at ***8% per annum*** in where payment is not made within one month of the delivery by us of the invoice.

(8) INTEREST PAYMENT AND CLIENT ACCOUNT BALANCES
Any money received on your behalf will be held on our client account. Subject to certain minimum amounts and periods of time set out in the Solicitors Accounts Rules 1998, interest will be calculated with a sum in lieu of this not more than £50.00 paid to you. The period for which interest will be paid will normally run from the date on which funds are received by us until the date of issue of a cheque from our client account.
At the end of a retainer if we are able to contact you at the last known address you provide to us you agree that we may pay amount we hold on your behalf to a registered charity of our choice

(9) YOUR RESPONSIBILITIES
Your responsibilities include giving us full, honest and proper instructions, co-operating fully with us in the preparation of your matter, not asking us to work in an improper or unreasonable way, and making payments on account and payment of invoices promptly. If you do not fulfil these responsibilities, we may stop acting for you. If we decide to stop acting for you, we will tell you the reason and give you notice in writing.

(10) IDENTIFICATION
In order to comply with the law on money laundering, we need to obtain evidence of your identity as soon as practicable. We should be grateful, therefore, if you would provide us with documents to verify your identity and address as set out below:

Personal identity (one of the following)	**Address verification (two of the following preferably)**
Current valid (signed) full UK Passport	Mortgage Statement or Mortgage Redemption Statement
Current valid (signed) overseas Passport	Utility Bill within last 3 months – Gas, Electricity, Telephone (Not mobile phones)
Current valid EEA Member State ID card	Council Tax Bill or Water bill
Current Residency Permit issued by Home Office	Current Full UK Driving Licence (Paper document)
Current Full UK Driving Licence	Current UK / EU Photocard Driving Licence
Current UK / EU Photocard Driving Licence	House or motor insurance certificate

By signing these terms or by taking any further steps in this matter you agree to us verifying the your and any other relevant person's identity and address with any electronic verification of identity providers.

(11) CONFIDENTIALITY
Solicitors are under a professional and legal obligation to keep the affairs of clients confidential. This obligation, however, is subject to a statutory exception: recent legislation on money laundering and terrorist financing has placed solicitors under a legal duty in certain circumstances to disclose information to the Serious and Organised Crime Agency. Where a solicitor *knows* or suspects that a transaction on behalf of a client involves money laundering, the solicitor may be required to make a money laundering disclosure. If this happens, we may not be able to inform you that a disclosure has been made or of the reasons for it and we must then stop work on your matter.

(12) CASH
Our firm's policy is to accept cash up to £500.
If clients circumvent this policy by depositing cash direct with our bank we reserve the right to charge for any additional checks we deem necessary regarding the source of the funds.
Please *do not send money* to this firm, *without clearing it* with us and letting us know *where the money is coming from and, your full Bank details.*

(13) STORAGE OF PAPERS AND DOCUMENTS
After completion the work, we are entitled to ***keep*** your papers and documents whilst there is ***money owing to us*** for our charges and expenses. In addition, by signing these terms and conditions you agree that we may hold your papers after completion for a minimum period of 10 years after which the papers can be destroyed. Within the 10 year period we will may scan the documents into electronic format and destroy the paper copies except of course deeds which will be held permanently in our deeds cabinet. Again by signing our these terms and conditions you give us authority to do this and also to keep any deeds we have on your behalf after completion of the transaction or matter.

(14) TERMINATION
You may ***terminate*** your instructions to us in ***writing*** at any time. If you do not wish us to continue undertaking work and incurring charges and expenses on your behalf, you must tell us this clearing in writing. We will be ***entitled*** to ***keep*** your papers and documents whilst there is ***money owing*** to us for our charges and expenses.

(15) COMMUNICATION BETWEEN YOU AND US

You confirm by signing these Terms and Conditions that we may take instructions on your matter directly from Pension Practitioner.com Ltd as your appointed agents and you hereby confirm that neither you, PensionPractitioner.com Ltd or any other party acting on your behalf shall hold us responsible for any loss you suffer as a result of instructions given to us by PensionPractitioner.com Ltd which you did not intend to give.

Our aim is to offer all clients an efficient and effective service at all times. However, should there be any aspect of our service with which you are concerned, please discuss the matter with ***Tony Bayagbona***.

We will aim to communicate with you by such methods as you may request. Unless you withdraw your consent, we will communicate with others when appropriate by fax or e-mail but we ***cannot*** be ***responsible*** for the ***security*** of correspondence and documents sent in such a way.

(16) INCIDENTAL INVESTMENT BUSINESS AND INSURANCE MEDIATION

The Law Society is a designated professional body for the purposes of the Financial Services and Markets Act 2000 but responsibility for regulation and complaints handling has been separated from the Law Society's representative functions. The Solicitors Regulation Authority is the independent regulatory body of the Law Society and the Legal Complaints Service is the independent complaints handling body of the Law Society.

Sometimes conveyancing/family/probate/company work involves investments. We are not authorised by the Financial Services Authority and so may refer you to someone who is authorised to provide any necessary advice. However, we can provide certain limited services in relation to investments, provided they are closely linked with the legal services we are providing to you, as we are regulated by the Solicitors Regulation Authority.

If you have any problem with the service we have provided for you then please let us know. We will try to resolve any problem quickly and operate an internal complaints handling system to help us to resolve the problem between ourselves. If for any reason we are unable to resolve the problem between us, then we are regulated by the Solicitors Regulation Authority and complaints and redress mechanisms are provided through the Solicitors Regulation Authority and the Legal Complaints Service.

This firm is not authorised by the Financial Services Authority. However, we are included on the register maintained by the Financial Services Authority so that we can carry on insurance mediation activity for an additional charge unless specifically mentioned in our estimate to you, 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 regulated by the Solicitors Regulation Authority. The register can be accessed via the Financial Services Authority website at www.fsa.gov.uk/register . The requirements of the Financial Services Authority are that when we arrange any insurance we need to advise clients about the range of insurers we have checked before recommending a particular policy and if it is not on a fair market analysis we must explain the basis upon which the recommendation has been made. Furthermore we are obliged to ensure that we check the suitability of any such policy for clients and notify them of this in a written "demand and needs statement" before the insurance is put in place.

To minimise the additional work involved we now take this opportunity to deal with those obligations. Please note that when we select a policy we shall do so from one of the several indemnity insurers in whom we have confidence. We will not necessarily choose the policy with the lowest premium. Much is likely to depend upon the speed and convenience with which the policy can be put in place. For example some insurers issue us with policies that we can write up and issue ourselves. You may take it however that we will only use insurers with whom we have an existing working relationship or any others whom we may be satisfied are satisfactory. As regards the suitability of a policy for clients, if we identify a problem that cannot readily be overcome without putting such a policy in place we will inform you of that fact at that time. We will only recommend that you put in place a policy that we consider necessary and sufficient to overcome the legal difficulty we have encountered.

(17) OUTSOURCING OF WORK

From time to time we may outsource work either for typing photocopying or providing our professional services. There are risks inherent in this in protecting your confidentiality. Although we will actively take steps to ensure such confidentiality is protected you must advise us if you object to such outsourcing.We may also be required to produce all or part of the file to assessors or similar as part of an audit or quality check.

(18) DATA PROTECTION

We shall deal with your information in accordance with our obligations under the Data Protection Act 1988.

This Act requires us to advise you that your particulars are held on our database. We may, from time to time, use these details to send you information, which we think might be of an interest to you.

(19) EQUALITY AND DIVERSITY

This firm is committed to promoting equality and diversity in all of its dealing with clients, third parties and employees.

(20) TERMS AND CONDITIONS OF BUSINESS

Unless otherwise agreed, and subject to the application of hourly rates at that time, these terms and conditions of business shall apply to any future instructions given by you to this firm.

Although your continuing instructions in this matter, will amount to an acceptance of these Terms and Conditions of Business, it may not be possible for us to start work on your behalf until one signed copy of them has been returned to us.

(21) JURISDICTION

Any dispute relating to instructions under which these Terms and Conditions of Business apply shall be interpreted according to the Laws of England and agree to submit to the exclusive jurisdiction of the English courts. In the event of such a dispute by signing these terms and conditions you agree to keep all facts relating to the dispute confidential and to submit to any mediation or arbitration proceedings reasonably proposed by us prior to commencing any action in the English Courts

(22) SEVERABILITY

If any term in these Terms and Conditions of Business is at any time held by any jurisdiction to be void, invalid or unenforceable, then it shall be treated as changed or reduced, only to the extent minimally necessary to bring it within the laws of that jurisdiction and to prevent it from being void and it shall be binding in that changed or reduced form. Subject to that, each provision shall be interpreted as independent and severable from each other paragraph and therefore separately enforceable

I CONFIRM I HAVE READ, UNDERSTOOD AND ACCEPT THESE TERMS AND CONDITIONS OF BUSINESS

Signed: E Chisnall

Print name: ERIC CHISNALL

Date: 31/3/12