

Fenwick Solicitors

SOLICITORS AND COMMISSIONERS FOR OATHS

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03 September 2014

Fenwick Solicitors
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Dear Sir/Madam

**Establishment of Small Self-Administered Scheme
Chloe Connor Limited Pension Scheme
Transfer in Existing Pension Benefits**

Thank you for instructing us to set up the above single member scheme with your Company as the sponsoring employer. Although we are instructed by you as employer to set up your scheme, by signing our terms and conditions below you agree to our terms found both in this letter and the terms and conditions annexed hereto as employer and on behalf of those to become trustees and member of the scheme. Consequently you waive any conflict of interest that may arise by our acting for your and indirectly for those to become trustees of the scheme.

Our Fees and your Needs

1. £800.00 for carrying out the necessary legal and administrative work for the application, verification, establishment and registration of your one-member scheme at HMRC with me as 1st administrator and Pension Practitioner Limited as 2nd scheme administrator.

On completion of the set up (and transfer in), we shall relinquish this administer role in favour of Pension Practitioner.com Ltd and by signing our terms and conditions agree to this. However our service during the set up period will be conditional Pension Practitioner .Com Limited being the joint signatory on the scheme bank account. Once the scheme and bank account is set up we will also assist with the transfer into this new scheme of your existing rights.

2. £200.00 for submitting each discharge form up to 2 ceding transfer schemes for the transfer of your existing rights. We will charge any further existing right transfers you request under a time and disbursement basis.

Both set up and discharge form fees are payable once the last ceding transfer is received or pro rata based on the above estimate in the event that ceding transfer schemes refuse to remit the balances to your new scheme account.

Disbursements

1. £800.00 per annum, (payable quarterly), annual scheme administration of Pension Practitioner.com Limited who shall act as scheme administrator. As we understand that you have chosen Pension Practitioner.com Ltd to carry out the annual administration of your scheme; their terms of business will be enclosed with the set up documents, but a copy of their terms are available via their website www.pensionpractitioner.com.

Total Fees and Disbursements= £2400 inclusive of VAT

Until payment is received in cleared funds we will approve the rules on your behalf and only let you have these once payment has been received as described in this letter. We shall, however, continue to guide you in accordance with those rules and where appropriate provide you with a summary of its contents.

Please note that by signing our Terms and Conditions annexed to this letter you agree that we may take instructions on your behalf from Gordon Hoff.

Whilst you wish registration with HMRC to occur as soon as possible there will be delays are now the norm due to the incidence of pension liberation (see the attached Scorpion Letter which you should read carefully). As a consequence of this you should allow us 3 months to set up the scheme and complete any transfer from your ceding scheme could take a further period of time. We will however inform you within 14 days of completion of our service as described above, however, due to the constant sometimes arbitrary changes in the requirements of HMRC, scheme banks and ceding schemes this firm takes no responsibility for any delays in completing our work.

Trustee Bank Account Mandate

Find enclosed the trustee bank account mandate for signature by the trustees and return to me by email only. By signing our Terms and Conditions you accept that the trustees have free choice to open a trustee account with any bank but have chosen to use Metro Bank who we have set up arrangements with. You also confirm that you agree to Pension Practitioner.com Ltd being a co –signatory on the account as part of their administration services to ensure that any payments made are authorised by HMRC.

This mandate also allows authorised signatories of Pension Practitioner .Com Limited to request payments from the scheme account of both ours and their fees as described above as and when payable.

Trust Deed and Rules

Find enclosed the Trust Deed (less the Rules) of the scheme for yours and the trustees' signatures and return to me. On receipt I will add the rules we approve on your behalf to it and date it to establish the scheme. Please sign where provided on the page for the director and company secretary to sign on behalf of the company. The trustees should then both sign individually where provided as individual trustees and these signatures should be witnessed by someone not related to them who should then

sign below as witness also in their presence before printing their full names and addresses. Please then return these to me as soon as possible.

The original scheme rules along with the original trust deed you have signed will be made available to you only once our fees as quoted above have been paid in full. This will be sent by post to you and by signing our terms and conditions you agree jointly and severally to be strictly liable for any breach of my copyright over the trust deed and rules or for any reproduction thereof. You also agree that you will not pass the trust deed and rules or any copy thereof to any third party or agent of yourselves except on a change of administrator the new registered administrator of your new scheme. Until then we at our discretion may agree to forward a copy of the rules by post to any prospective new administrator of your scheme.

The important difference between these Scheme rules and other SSAS rules will be that loans to the employer company (who you have said will be non-trading) will not be permitted.

Underlying Investment Strategy of the SSAS

Pension Practitioner.Com Limited has advised that the intended investment strategy of the scheme shall be as follows:

A fractional share in property to be developed at Harmony Bay through Akbuk Resort Group.
Cash term deposits held with Metro Bank and subject to your agreement on the Cascade Cash Management Platform on a short term basis.

You will have an independent trustee, Workplace Pension Trustees Limited who will ensure that the percentage split of assets held is consistent with the objectives of the scheme and will liaise with you and your agent on this. Workplace Pension Trustees Limited is the trustee company of Pension Practitioner .Com Limited and their cost as Independent Trustee will be met in full by Pension Practitioner .Com Limited. They will be appointed under trust deed and will be a co-trustee of the scheme's assets; but not the beneficiary.

If you decide to change your mind on this investment selection, Pension Practitioner .Com will return the pension transfers to your current pension providers but cannot make that change if you notify us 7 days after receiving the pension transfer payment(s) into your trustee pension scheme bank account. The investments will therefore be made only to the investments stated in this letter.

Financial Services Compensation Scheme

The investments you are making have not been subject to regulated advice. Therefore, you have no recourse on the agent or any firm connected to the investment selection should you incur a loss. You may have been informed that Akbuk is not covered by the Financial Services Protection Scheme (FSPS). The scheme pays £50,000 per person per firm in the event of loss arising from bad investment advice, poor investment management or misrepresentation; when an authorised investment firm goes out of business and cannot return investments or money.

Protection is available in respect of the Cascade Cash Management scheme for £85,000 per person per firm under the FSCS but may not be available if you transfer funds from Cascade in future.

Taxable Property Regulations

In simple terms, we allow access to any investment that does not attract HMRC tax charges and that asset has an intrinsic and future realisable value.

Pooled investment vehicles are permitted to invest in residential property and tangible moveable property provided pension scheme members and any connected parties are not able to influence or control the investment strategy. Therefore, where a fund is structured correctly it is possible to invest in almost any asset class.

We have a due diligence process (outside the fees quoted herein) to check that, in our opinion, unusual investments will not be deemed as taxable. We will also look at the marketing of such investments since those which are pooled and not authorised by the Financial Conduct Authority cannot be marketed to the general public. For this reason, we expect advice to have been given by an independent financial adviser unless the investor certifies themselves as sophisticated or of high net worth.

The FCA deems hotel room investments to be Unauthorised Collective Investment Schemes (UCIS). This is an attempt to bring what are otherwise unregulated investments, inside the regulatory framework and therefore within the FCA's jurisdiction, with all the regulatory implications that UCIS entails. Akbuk has notified Pension Practitioner .Com Limited that the investment you are making does not fall within UCIS as the investment is being acquired via an LBG; it is therefore not a UCIS. Our terms of engagement will not cover the investment merits of the Akbuk, nor whether the basis of opinion behind Akbuk's reasoning is a correct one. Our terms of engagement does not also cover assessing whether the investment amounts to taxable property. We do however reserve the right to refuse any investment we feel may be deemed as taxable. However, since the scheme member trustees determine the investment strategy of the pension scheme, we cannot be held liable for any tax charges that may be imposed by HMRC.

All taxable investments must be reported to HMRC and the tax charge will usually be paid out of the pension scheme; it can also fall on the scheme member. In order for us to consider any investment, you agree to provide us with all information related thereto that we request.

Who can be a trustee?

Generally, anyone aged 18 years and over, and legally capable of holding property, is eligible to be a trustee. There are some exceptions, which are described below.

Disqualification

A person is disqualified from being a trustee if:

They are convicted of an offence involving dishonesty or deception (unless the conviction is spent);
They are an undischarged bankrupt, or have entered into certain other voluntary agreements with creditors;
They have been disqualified from acting as a company director;
They have property in Scotland which is covered by a sequestration order;
The person is a company and any director of the company has been disqualified from being a trustee;
or
The person is a Scottish partnership and any of the partners has been disqualified from being a trustee.

By signing our Terms and Conditions of Business you confirm that none of the above apply to the trustees who comply with the rules stated herein on eligibility.

Termination of the Retainer

Whilst we rarely cease acting, circumstances may occur where we feel we are unable to continue. Examples of where we will cease to act include where we feel that the trust is being handled in a manner that is against the interests of its members or beneficiaries and certainly where it acts in our opinion in breach of any applicable laws, regulations or guidances from HMRC or the Pensions Regulator. If this happens we will bill you for the work done to that date on a pro rata basis of our fixed fee above and return the file to you after payment is received.

Supervision and Complaints

I am the solicitor who shall have day to day conduct of the set up and transfer in of your existing rights. G McCloskey this firm's Head of Pensions will assist me in this matter. As Gavin also has a financial interest in Pension Practitioner.com Ltd and is also one of its key employees, he wears two hats during the set up period of your scheme.

Should your case handler change we will inform you of this and the name and status of the new case handler.

I am also the principal of this firm with overall responsibility for your matter. If you are dissatisfied for any reason with our service or our bill you have a right to complain and have your complaint heard without charge. If so dissatisfied, we have a written complaints procedure which will be made available to you when we receive your letter or email headed "Complaint" sent to the addresses above or to tony@fenwick.org.uk.

If you are still unhappy at the end of this process, you have a right to complain to the Legal Ombudsman. Details of furthering your complaint in this manner can be found at www.legalombudsman.org.uk.

The Next Step

1. Please read carefully our Terms and Conditions of Business before signing this and email it to us.

Please also sign and return the following:

2. The signed bank mandate.
3. The signed Trust Deed as described in this letter.
4. The signed Administration Agreement
5. The signed Invitation Letter
6. The signed Nomination of Beneficiary form
7. Let us have your passport or divers licence and counterpart and utility bill within the last 3 months both certified as true copies perhaps by a financial adviser.
8. Please email us the Pensions regulator Scorpion letter showing that you have signed and dated where provided at the top of the front page to indicate you have read the document.
9. Direct Debit Mandate.

Please contact us with any questions you might have.

We look forward to hearing from you and hope to provide you with a speedy and efficient service.

Yours sincerely

Tony Bayagbona
Fenwick Solicitors

FENWICK SOLICITORS: TERMS OF BUSINESS PLEASE READ CAREFULLY

These terms set out the basis on which Fenwick Solicitors works for its clients. They apply to all work undertaken by Fenwick Solicitors, 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 Fenwick Solicitors, authorised and regulated by the Solicitors Regulation Authority with ID No. 596825;
- “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 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 Principal Tony Bayagbona (SRA ID 20288), a solicitor of over 15 years post qualification experience, 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.

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 especially those 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 £250.00 per hour unless our covering letter offers a fixed fee charge or a global estimate not dependent of how much time is spent. 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.

Our fees are inclusive of any 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.

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 solicitors, 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 solicitors, 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 Fenwick Solicitors 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

Fenwick Solicitors 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 Principal 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 (signature):

Print Name:

On Behalf of : Date:


MARK PATRICK
CHLOE CONNOR LIMITED

Position: DIRECTOR

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