

# Bespoke SSAS Solicitors

SOLICITORS AND COMMISSIONERS FOR OATHS

Christopher Gregory Orr and Zeynep Devrim Ayhan  
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Your Ref:  
Our Ref: TB/HO/MIL/01/01  
Date: 14 March 2014

Dear Messrs Orr and Ayhan

## **Establishment of Small Self-Administered Scheme (SSAS) and Transfer in Existing Pension Benefits The Mill CPE Executive Pension Scheme**

Thank you for instructing us to set up and provide annual administration services as scheme practitioner for the above scheme, with MILL CPE (London) Limited (Company registered Number 06356578) as the sponsoring employer.

### **Our Fees and your Needs**

1. £970.00 for carrying out the necessary legal and administrative work for the establishment and registration of your two-member scheme at HMRC with you both as administrators although initially to expedite the setup we shall register as the scheme's administrators. We will also assist with the transfer into this new scheme of your existing rights estimated at £100,000.00.
2. £1420.00, (payable at the end of the year), annual scheme practitioner administration assistance. This is a service we may outsource to another company acting who will be notified to you and will act as independent contractors.

**Total Fees £970.00 + £855 Disbursement = £1,825 Upfront & £1,420 annually in Arrears**

Whilst you wish registration with HMRC to occur as soon as possible there will be delays as they check and raise any enquiries regarding the scheme. However we will notify you as soon as registration has been completed and do not expect any delays to last longer than 5 weeks.

Our fees are payable either in advance or if you choose once registration and the transfer in has been completed. Until payment is received in cleared funds we will approve the trust deed and rules on your behalf and only let you have this once payment has been received as described in this letter.

### **Disbursements**

- 1 Advice Fees to Wealthmasters £3,821.00 (estimated) being 2% of the gross transferred balances
3. £855.00 Submission Administration Fee quoted on page 1 for packaging the case and documents

**Total Disbursements= £3,821.00**

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

### **Trustee Bank Account Mandate**

Find enclosed the trustee bank account mandate for signature by the trustees and return to me by post which a copy emailed to us. 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 Lloyds Bank who we have expedited set up but non-financial arrangements with.

On setting up the trustee bank account we require a signed cheque from the trustees for £970.00 payable to Fenwick Solicitors for set up fees, a cheque for £3821.00 payable to Wealthmasters and one to Stratford Collins for £855.00 which we will bank once the transfer in to this new scheme has been completed.

### **Trust Deed and Rules**

Find enclosed the signature pages of the Trust Deed and Rules of the scheme for yours and the trustees' signatures and return to me. On receipt I will date the deed to establish the scheme from that date on your authority. Please sign where provided on the page for the director and company secretary to sign on behalf of the company. You should then both sign individually where provided on the last page as individual trustees and these signatures should be witnessed by someone not related to you who should then sign below as witness also in your presence and, print his/her full name and address. Please then return these to me as soon as possible.

The main provisions of the trust Deed and Rules (Principal Deed) are as follows:

1. The scheme shall be set up under irrevocable trust to satisfy the requirements of the Pensions Act 2004 s 252 and therefore will qualify to be registered with HM Revenue and Customs under the Finance Act 2004.
2. The Scheme shall be exempt from the trustees' knowledge and understanding requirements and the member-nominated trustee requirements of the Pensions Act 2004

3. The scheme will be an Investment Regulated Pension Scheme (IRPS) with provisions drafted setting out the types of taxable property (e.g. residential) that cannot be invested in without the triggering of an HMRC unauthorised payment charge
4. The scheme will be able to accept transfers from other registered pension schemes of accrued benefits under previous registered pension schemes for consolidation along with existing entitlements within the scheme. Likewise the trustees may transfer from the scheme funds representing the entitlement or accrued rights of a Member or Beneficiary
5. The Scheme shall be exempt from the requirement to appoint an auditor under the Pensions Act 1995
6. The Scheme shall not come within the exception for record keeping for receipts and payments.
7. The scheme shall not be exempt from the requirement to keep a separate bank account and therefore shall be compliant with the Pensions Act 1995 Section 49(1)
8. The scheme shall be exempt from the internal dispute resolution procedure requirements in the pensions Act 1995 Sections 50-50B and therefore in line with the Pensions Act 1995 s 50(8).
9. The trustees shall, in accordance with the Scheme Administration Regulations Regulation 12, keep records of all contributions or payments to the Scheme.
10. Power to amend the trust deed and rules shall be with the employer subject to the consent of the trustees.
11. Power to appoint and replace trustees shall be with the Principal employer alone and shall be made by deed and generally the balance of power throughout the deed shall be with the employer.
12. The minimum number of trustees shall be two.
13. Trustee duties on a member's divorce or dissolution of a civil partnership shall be included.
14. The scheme will be non-contributory and therefore the rules will be drafted to accommodate contributions only from the employer and not the members.

A corollary to the above is that the principal deed shall include a requirement that all members of the scheme should be trustees and all decisions taken by the trustee shall be unanimous. And where there is a sole corporate trustee all the directors members will have to be directors with all board of director decisions taken unanimously.

### **Employer related Investments**

Restrictions on investment in employer-related loans do not generally apply to small schemes. On the

other hand, any such loan will need to be an authorised employer loan within the meaning of the Finance Act 2004 s 179 (as amended by the Finance Act 2006) if it is to escape an additional tax charge. Broadly, this means that the loan:

- (a) should not exceed 50% of the net market value of the scheme's assets;
- (b) should be secured against assets of an equal value by way of a first charge, and
- (c) should be no longer than 5 years in duration.

Although restrictions on investment in employer-related loans do not generally apply to small schemes,

any investment in a sponsoring employer's business needs to be an authorised scheme administration

payment within the meaning of the Finance Act 2004 s 180 (as amended by the Finance Act 2006) if it is to escape an additional tax charge. Broadly, this means that shareholding in the sponsoring employer should not exceed 5% of the assets of the scheme. Shares may be bought in more than one sponsoring employer as long the total holdings are less than 20% of the assets of the scheme and shares in any one sponsoring employer are less than 5%: Finance 2004 s 180(5).

The Pensions Act 1995 provisions on statements of investment principles do not apply to a scheme that has fewer than 100 members, so this exempts almost all SSASs by virtue of Pensions Act 1995 s 35(7); SI 2005/3378 reg 6(1)(a). However the trustees shall exercise their powers of investment in accordance with the Pensions Act 1995 Section 36.

### **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.

### **Annual allowance limit**

The amount of your pension savings that benefits from tax relief is limited to an annual allowance, currently £50,000. From tax year 2014-15 onwards the annual allowance will go down to £40,000. This includes contributions made by anyone else into your pension such as your employer. If your pension savings exceed this amount you'll have to pay a tax charge and give details of this on a Self-Assessment tax return. As the new rules allow you to carry forward any unused annual allowance from the three previous tax years to offset this charge we will calculate this for you.

Tax relief on your own contributions is only available up to 100% of your relevant earnings.

You should therefore clarify your intentions regarding annual contributions to the scheme whether by way of cash or in specie, with us before signing our Terms and Conditions of Business.

### **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 will deal with this matter on a day-to-day basis, known as your "case handler". I am also the person with overall responsibility for your matter and the person you should complain to if you are dissatisfied for any reason with our service or our bill. 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. Should your case handler change we will inform you of this and the name and status of the new case handler.

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](http://www.legalombudsman.org.uk).

### **The Next Step**

1. Please read carefully our Terms and Conditions of Business before both signing this and returning it to us.
2. Please return the signed bank mandate to us.
3. Please email us first the 2 signature pages of the Trust Deed and Rules for us to approve before posting this to us as soon as possible.
4. 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



Digitally signed by Tony Bayagbona  
DN: cn=Tony Bayagbona, o=Fenwick  
Solicitors, ou,  
email=tony@fenwick.org.uk, c=GB  
Date: 2014.03.14 20:33:33 Z

**Tony Bayagbona**  
**Fenwick Solicitors**

## **BESPOKE SSAS SOLICITORS: TERMS OF BUSINESS PLEASE READ CAREFULLY**

These terms set out the basis on which Bespoke Ssas 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 1/10<sup>th</sup> of an hour. We round our time up to the nearest 1/10<sup>th</sup> 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.

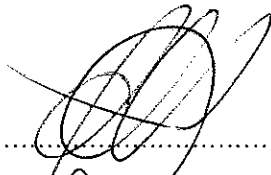
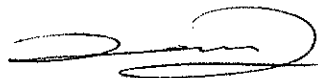
## **24. DATA**

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

- 3.2 This condition is satisfied if the property:
- 3.3 is occupied by an Employee who is:
- 3.3.1 neither a Member of the Scheme nor connected with such a Member;
- 3.3.2 not connected with the Principal Employer or a Participating Employer; and
- 3.3.3 required as a condition of employment to occupy the property; or
- 3.4 is unoccupied, but is to be occupied by a person specified in paragraph 3.2.1.
- 3.5 This condition is satisfied if the property:
- 3.6 is occupied by a person who is neither a Member of the Scheme nor connected with such a Member, and is used in connection with business premises held as an investment of the Scheme; or
- 3.7 is unoccupied, but is to be occupied by a person specified in paragraph 3.3.1 and used in that connection.

EXECUTED as a deed for and on behalf  
of MILL CPE (LONDON) LIMITED by:

  
.....  
Christopher Gregory Orr Director  
.....  
Zeynep Devrim Ayhan Director

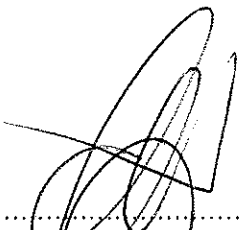
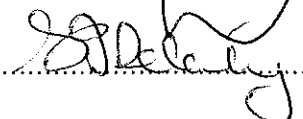
SIGNED as a deed by CHRISTOPHER GREGORY ORR

In the presence of

Signature of Witness

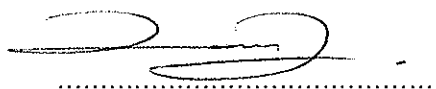
Print Full Name of Witness:

Address of Witness:

  
.....  
  
.....

SUSAN JUNE DELAHUNTY  
36 ST Ives, Park  
Ashley Heath  
Ringwood  
Hants BH24 2JY.

SIGNED as a deed by ZEYNEP DEVRIM AYHAN



In the presence of

Signature of Witness



Print Full Name of Witness:

SUSAN JANE DELAHUNTY

Address of Witness:

36 ST Ives Park

Ashley Heath

Ringswood

Hants BH24 2JY