

STANDARD TERMS AND CONDITIONS

This document and the attached covering letter set out the basis of the retainer between this firm, Ballantyne Grant (The Firm) and yourself (The Client) in respect of the legal services provided by the firm to you.

INFORMATION

To enable the firm to represent your interests effectively and to provide accurate advice we need to be advised of any matters of which you are or become aware of which will affect our ability to provide a service to you or which will affect the matter for which we are acting on your behalf.

PEOPLE DEALING WITH YOUR WORK

Your matter will be dealt with by Andrew Grant. He will be assisted from time to time by Nia Hughes.

OUR CHARGES

Unless agreed otherwise all charges will be based upon the time spent in dealing with your matter. Any variation to this must be agreed and be recorded in writing.

Our charges are calculated by an hourly rate and such rate is reviewed annually. The firm reserves the right to adjust the rate with effect from the 5th April each year. You will be informed in advance of any increase in the hourly rate of the individual dealing with your matter.

Your matter will be dealt with by Mr Grant, whose hour rate is currently £250 plus VAT. Where appropriate your matter will also be dealt with by Nia Hughes, whose hourly rate is currently £150 plus VAT.

Our charges are based upon units of 6 minutes and in the event that any part of our work is less than 6 minutes then it shall be rounded up to a unit of 6 minutes.

In addition to this we reserve the right to take into account other factors relevant to your matter such as the importance of the matter to you, the complexity of the claim or if the matter is urgent. These factors may result in an additional increase to the hourly rate applied.

Responsibility for settlement of invoices remains with the client notwithstanding if payment or contribution is sought from a third party. We confirm that we have discussed

with you the possibility of your charges being met by a third party by way of a policy of insurance, trades union membership or some other means. We have advised you as to the possibility of legal aid being available but, in the latter, regard this firm in not franchised to carry out work which is funded by the Legal Services Commission.

BILLING ARRANGEMENTS

Unless agreed otherwise in writing bills will be rendered at monthly intervals in arrears.

PAYMENT ON ACCOUNT

When dealing with matters on your behalf we often have to incur out of pocket expenses for matters such as court fees, land registry fees, counsel's fees etc.

To avoid having to consult you prior to each payment your initial instructions to us shall represent your authority to us to incur such expenditure as is reasonable in dealing with your matter and this will include counsel's fees.

In consequence of such matters the firm will request money to be paid on account of such matters or on account of this firm's fees. In the event that money an account is not provided following such a request then the firm reserves the right to cease acting on your matter.

Such payments on account will be included in our bill together with a breakdown of the charges and out of pocket expenditure incurred. VAT will be charged where appropriate.

COPYING CHARGES

Please note that where possible all printing charges will be provided in house for which a charge of 25 pence per page will be applied. In certain circumstances copying may be passed to an outside third party in which case their charges will be invoiced to you and itemised separately on our invoice.

VAT

Any figure given by way of estimate or quotation, hourly rate or other charge will be given exclusive of VAT.

Generally, we are obliged to charge VAT on our services and most disbursements at the rate applicable at the date of invoice (currently 20 %). VAT will be chargeable in all cases unless we inform you otherwise.

PAYMENT OF INVOICES

Our invoices are payable from the date of presentation. They are payable without any deduction or set off, either legal or equitable.

Any forbearance as to time of payment by the firm shall not be a waiver of this term unless expressly agreed and confirmed in writing.

If any bill remains unpaid for more than 14 days from the date of presentation then we reserve the right to charge interest on sums outstanding (including VAT and disbursements) at the rate of 4% per annum above Royal Bank of Scotland bank base rate from time to time.

We shall also be entitled to refrain from acting further on your behalf and to retain all documents and papers belonging to you together with our own files until all sums due have been paid.

Where we act on more than one matter, we reserve the right to transfer unbilled work in progress balances on other files onto current files so they may be billed more conveniently. In these circumstances we also reserve the right to transfer from client account any surplus funds which are not held for any specific purpose in satisfaction of overdue accounts on other files relating to your matters.

In relation to all bills raised on contentious matters you are entitled to have our charges reviewed by the court. This process is set out in sections 70, 71 and 72 of the Solicitors Act 1974.

We accept payment of invoices by both debit and credit cards. However, an administration charge will be added to all payments by this method.

In the event that invoices are not paid in accordance with these terms and conditions you agree to indemnify this firm for all losses incurred in consequence of your breach including but not limited to the costs of any legal action taken to recover unpaid sums which costs shall be paid on an indemnity basis.

PAYMENT OF OTHER PARTIES' COSTS.

There may be occasions when you may have to pay another party's legal costs and expenses.

We confirm that we have advised you in relation to costs which will be payable by you in the event that your action or claim/defence is unsuccessful. In the event of an unsuccessful claim or defence to a claim it will normally follow that you will be expected to make a contribution to your opponent's legal costs in bringing/defending the claim.

These costs will be payable in addition to your own legal costs and expenses.

In the event that you are successful then your opponent will ordinarily be expected to make a contribution to your costs or legal expenses. However, primary responsibility for settlement of this firms' invoices remains with you at all times.

MONEY HELD BY US

We will pay you interest on all money held unless it is for a negligible amount. Such interest will be paid without deduction of tax.

All monies will be placed in a standard low interest-bearing account.

Any monies paid must be paid through the banking system and cash payments are not accepted save by prior agreement in writing.

CLIENT IDENTIFICATION

We are bound by the Money Laundering Regulations 2007.

The Regulations require us to verify the identity of a client before undertaking work on their behalf. Accordingly, we will request you to bring into the office such evidence of identification as is requested. These must be original documents as copies are not acceptable. We will not be able to undertake any work on your behalf until this requirement has been fulfilled.

If you are a corporate client, we can obtain copies of documents from companies' house verifying the existence of the company itself. The costs of this for a UK company are £15 and £100 for an overseas company. The cost of this will be invoiced to you.

The Regulations impose an ongoing requirement to ensure that we comply with the requirements of the regulations and accordingly, we may request information relating to yourself or third parties if it appears likely that such third party will derive any benefit from the work undertaken by this firm. Again, if such information or evidence is not provided, we will not be able to accept instructions and we reserve our right, in respect of ongoing matters, to cease further work.

LIMITATION OF LIABILITY

In certain situations, there may be a risk that the firm will be prejudiced by your arrangements with other advisors to limit their liability to you. This could arise where the firm is one of several professionals advising you and you could have agreed a limitation

of liability with another of your advisors. If this occurs in circumstances where we would otherwise be jointly and severally liable with those other advisors for a claim, you agree that the firm's position will not be adversely affected by the limitation of that other advisor's potential liability. In other words, the firm's liability to you will not exceed the net amount for which we would have been liable after deducting the amount for which the other advisor would have been liable to us in contribution proceedings if a limitation of their liability had not been agreed with you. In any event the firm's liability shall for any one claim or series of claims shall not exceed £3 million.

DISTANCE SELLING REGULATIONS

In accordance with The Consumer Protection (Distance Selling) Regulations 2000 (as amended) you have a right to cancel your instructions to us within the period of seven working days beginning with the day after the day on which you receive this letter. Cancellation must be notified to us in writing within the seven-day period.

You should note that if you instruct us to start work before the period of seven days has expired then your right of cancellation will cease. If we have already started work on your instructions prior to your receipt of this letter, your right of cancellation will not be affected unless we complete the work that we have been instructed to do for you within the seven-day period, in which case your right of cancellation will cease upon completion.

ELECTRONIC COMMUNICATIONS AND THE INTERNET

In the absence of your written instructions to the contrary, we may from time to time communicate with you electronically via the internet. Although the majority of internet messages reach their destination safely as you may be aware the internet is neither private nor secure and there are no service guarantees for correct message routing or promptness of delivery. Electronic communications also introduce a risk of computer viruses causing system failure. Consequently, we accept no responsibility for any claims, costs, damages, losses, awards or any other form of liability incurred by or made against you and arising directly or indirectly as a result of the use of the internet.

From time to time we shall communicate with you by email on matters or products which may be of interest. If you do not want to receive these updates please contact us and we shall remove you from our mailing list.

RETENTION OF DOCUMENTS

Files will be retained for a period of six years after the date that the matter has completed. After that period the files will be destroyed.

Should you require your file at any time during this period we will require 14 days notice in order to retrieve the files from our archives.

Please note that in the event that this firm holds files, documents or other items on your behalf the firm reserves the right to exercise a lien over the same in the event that any invoice due to the firm remains outstanding and the lien will continue until all outstanding indebtedness to the firm has been discharged.

COPYRIGHT

Original documents generated for our clients are protected by copyright which belongs to the firm. The fee you pay us gives you an implied licence to use those documents for the purposes for which they were obtained. You do not obtain ownership of the copyright in our work unless we agree to this in writing.

OBLIGATIONS UNDER THE CIVIL PROCEDURE RULES 1999

As a result of the above rules if you are a litigant (actual or potential) you are responsible for the accuracy of any information that you provide to us which will form the substance of papers put before the court. You are also responsible for ensuring that any information or documents are provided to us in a timely manner. We require your full co operation in ensuring that any court-imposed timetable is adhered to.

COMPLAINTS PROCEDURE

We are confident that we will provide you with a high-quality legal service.

However, if something goes wrong please contact Ms Hughes, our client care manager, who will send to you a copy of our complaint's procedure.

If your complaint cannot be resolved satisfactorily you have the right to refer your complaint to the legal Ombudsman. Any referral must be made within 12 months of the date upon which the incident giving rise to your complaint arose or within 6 months of the date that this firm sent to you our final determination on your complaint.

The legal Ombudsman can be contacted at P O Box 15870, Birmingham, B30 9EB.

CHANGES TO THESE TERMS

We may by one month's notice in writing modify these terms from time to time to reflect current practice or changes to our professional or regulatory obligations.

INSURANCE MEDIATION

This firm is not authorised by the Financial Conduct Authority. However, we are included on the register maintained by the Financial Conduct Authority so that we can carry on the insurance mediation activity, which is broadly the advising on, selling and administration of insurance contracts. This part of our business, including arrangements of complaints or redress if something goes wrong, is regulated by the Solicitors Regulation Authority. The register can be accessed via the Financial Conduct Authority website at www.fca.gov.uk/register.

The Law Society is a designated professional body for the purposes of the Financial Services and Markets Act 2000 but responsibility for complaints handling and registration 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

You are not obliged to accept our recommendation as to insurance and you are free to arrange you own insurance individually should you so wish.

DEEMED ACCEPTANCE

When you have read and understood these terms please sign one copy and return it to us as evidence of your acceptance. If you fail to return a copy to us but continue to instruct us then you will be deemed to have accepted these terms and conditions in their entirety.

I confirm that I have read and understood the terms set out herein and accept the same.

Print name

Signature

Date