

EUAN TEMPLE BUSINESS CONSULTANCY LTD
TERMS AND CONDITIONS OF BUSINESS
For

OUR AIM

We aim to offer our clients quality business advice with a personal service at a fair cost. As a start, we hope it is helpful to you to set out in this statement the basis on which we will provide our professional services.

Our purpose is to provide clear, positive, commercial, high quality and constructive business advice at a competitive cost, which is responsive to clients' needs and fulfils their objectives.

There is frequently a high adrenalin factor in these matters, which can involve tense negotiations, complicated issues and critical time scales in fast-changing circumstances. Clients have ready access to creative and practical business advice in a commercial context.

We are not an accountancy, legal, or financial services firm, and we are not authorised and regulated by the Institute of Chartered Accountants, by the Solicitors Regulation Authority or by the Financial Conduct Authority. All and any advice given to you is provided as consultancy advice only and not as advice to be relied on without you taking appropriate advice from your relevant appointed specialist professional advisers as appropriate, and you will not rely on such consultancy advice without previously taking advice from such advisers.

We do not and will not, act for you. In particular, all and any suggestions, recommendations and advice given are provided as consultancy advice only. Nor are we your agents. No employee of, nor other person associated with us, has the authority to represent otherwise.

To the extent applicable, you are responsible for compliance with local laws or regulations relevant when accessing or using any information (from us or from anyone else) from, or in, a jurisdiction other than the UK.

Nothing in our terms of business excludes or restricts any duty or liability of ours under the Financial Services and Markets Act 2000 (as amended), the UK's Financial Conduct Authority rules or any relevant (directly effective) European Union or English Law or regulation.

OUR HOURS OF BUSINESS

- The normal hours of opening at our offices are between 8.45am and 5.00 pm on weekdays.

OUR COMMITMENT TO YOU

We will:-

- REPRESENT your interests and keep your business confidential.
- EXPLAIN to you the work which may be required and the prospects of a successful outcome.
- MAKE SURE that you understand the likely degree of financial risk which you will be taking on.
- KEEP YOU regularly informed of progress or, if there is none, when you are next likely to hear from us.
- TRY to avoid using technical language when writing to you – tell us when we fail in this aim!
- DEAL with your queries promptly, for example, we will always try to return your telephone calls on the same day.

SERVICE DELIVERY

We provide a high quality level of Service Delivery. As part of that aim we have set ourselves certain standards with regard to Client Care. These standards, which we will endeavour consistently to achieve, include the following:-

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- that you should receive promptly a copy of any substantive correspondence;
- that accurate estimates, including likely disbursements, will be provided to you on all matters to assist with budgeting;
- that we should return your telephone calls during the course of the day if at all possible or, if that is not possible, that you will be contacted and informed as to when it can expect a return call;
- that work will be completed on or ahead of time. We will meet or beat deadlines!;
- that mail (whether e-mail, fax or post) will be acknowledged immediately and responded to within three working days. If a substantive response cannot be timely given, then the originator of the mail will be informed as to when he or she can expect a response; and
- that we should write our letters in plain succinct English.
- We shall put your interests first when representing you.
- We shall be polite and considerate in our dealings with you.
- We shall find out from the start what you are hoping to achieve, and aim to make sure that your expectations are realistic.
- We shall make every effort to explain things clearly, and in terms you can understand, keeping jargon to a minimum.
- We will agree with you the type of service you can expect to receive.
- We shall keep you informed of our costs throughout so that you can work out if a particular course of action is worth following financially.
- We shall tell you about any developments and update you on the progress as work proceeds.
- We shall treat you fairly, and not discriminate against you because of your race, sex, sexual orientation (sexuality) or disability.
- We shall keep what you tell us confidential, and refuse to act for anyone else if doing so could compromise that confidentiality
- We will update you (orally, eg by telephone or in a meeting, via email or in writing) with progress on your matter regularly but in no event less than every six weeks, unless otherwise agreed with you;
- We will explain to you (orally, eg by telephone or in a meeting, via email or in writing) the legal work required as your matter progresses;
- We will update you on the costs of your matter as deemed reasonably appropriate by us
- We will update you on whether the likely outcomes still justify the likely costs and risks associated with your matter, whenever there is a material change in circumstances;
- We will update you on the likely timescales for each stage of the matter and any important changes in those estimates;

Conversely, however, we would ask that you provide us with timely, accurate and clear instructions and provide all documentation required to complete your matter in a timely manner.

Other services

We offer a wide range of business services.

Terms of business

Definitions

Phrase	Meaning
case	the case, transaction or other matter that you instruct us on.
disbursement	any out of pocket expense that we spend on your behalf while we are carrying out work for you
electronic communication	an e-mail or a text message or a multimedia message.

we, us

EUAN TEMPLE BUSINESS CONSULTANCY LTD

1 Your instructions

1.1 We will take your instructions on your particular case and give you consultancy advice under English law. If separate advice is needed from English or foreign lawyers, we will ask you first and the cost of the advice will then be an expense on your interim or final invoice. If you do not tell us something relevant, we cannot be responsible for not giving you advice on that. Your instructions to us are what you specifically instruct us to do.

1.2 We try to avoid changing the persons who are handling your work. If we have to change the person, we will tell you who will be dealing with your work and why the change was necessary.

1.3 Unless we agree a particular way of communicating with you, we will choose whether we contact you in writing, in person, by phone or by e-mail.

1.4 We are advising you and not anyone else. We do not accept responsibility if anyone else relies on our advice unless we have agreed that with you.

1.5 If more than one person instructs us, we would not accept instructions to act for all of you if we thought there might be a conflict between your individual interests. If at any time you feel that there is a conflict between some or all of you on any aspect of your case, you must let us know. We can then decide whether or not it is necessary for you to get legal advice from a lawyer.

1.6 We will not be giving you tax advice on your case.

1.7 We will keep you informed of progress on your case but you should let us know if you would like us to discuss particular reporting requirements with you.

1.8 We shall proceed on the basis of the instructions we have received from you, and rely upon you to tell us as soon as possible if anything occurs which renders any information previously given to us incorrect, inaccurate or incomplete.

1.9 We shall not be responsible for any failure to advise or comment on any matter which falls outside the scope of your instructions. We cannot accept any liability for any event, loss or situation unless it is one against which it is the express purpose of those instructions to provide protection.

1.10 Advice given by us is provided in light of the instructions to which it relates and for your benefit only. It may not be used or relied upon for any other purpose, or by any person, other than you without our prior written consent.

2 Our liability

2.1 You agree that our company is engaged as your consultant. Our team is not providing services on a personal basis to you - they are our directors, consultants and staff

2.2 No single person or member accepts personal responsibility to you for any advice given to you or for work that we carry out for you. You must not bring a claim against any member of staff for any loss or damage that you suffer as a result of the advice that we provide to you.

2.3 We do not accept that we have a legal responsibility to you or to others in connection with your case for any of the following losses, even if we had been told that you or other people may suffer them.

2.3.1 Indirect financial loss

2.3.2 Loss of profits or earnings

2.3.3 Loss of business opportunities

2.3.4 Loss of goodwill

2.3.5 Interruption to your business

2.3.6 Loss of expected savings

2.3.7 Increase in debt or failure to reduce debt

2.3.8 Reduction in the value of an asset

2.3.9 Money we are holding for you being lost because of banking failures or problems.

2.4 If we are legally responsible to you, despite paragraphs 2.2 and 2.3, we will pay you no more than the minimum level of insurance cover we have

2.5 Paragraphs 2.2, 2.3 and 2.4 do not prevent you from bringing any claim against us for:

2.5.1 death or personal injury; or

2.5.2 other liability that we cannot exclude or restrict by law.

2.6 If you are a company, we are not responsible for advising your shareholders, directors or employees, unless they have specifically asked us to do so. If we do so, the advice will be under a separate agreement with them.

3 Complaints

3.1 Our aim is to offer all our clients an efficient and effective service at all times. Our clients and our staff are of first importance to us. We hope that you will be pleased with the work we do for you. However, should there be any aspect of our service with which you are unhappy, please raise your concern with a director

3.2 If you disagree with our invoice for any reason, you must pay the part you do not disagree with within the credit period (please see paragraph 7).

3.3 In the event of any dispute arising between us in connection with any aspect of our service with which you are unhappy and which cannot be settled by negotiation, the parties will in good faith, seek to resolve that dispute through mediation under the auspices of the ADR Group of 160 Fleet Street, London EC4A 2DQ before resorting to expert determination. If the dispute is not resolved by mediation within 30 days, or if one of the parties will not participate in the mediation, the dispute shall be referred to expert determination by a solicitor of not less than ten years standing appointed by the parties jointly, or in default of agreement, by the President for the time being of the Nottinghamshire Law Society on the application of any party. The costs of the expert determination shall be as directed by the expert.

3.4 If you are a client and if we have made a contract with you by electronic means, you may be entitled as an alternative to the above procedure to use an EU online dispute resolution service to assist with any contractual dispute you may have with us. This service can be found at <http://ec.europa.eu/odr>. Our email address is eft@templesconsult.com

3.5 The jurisdiction and law applicable to this contract is that of England and Wales.

4 Using electronic communications

4.1 If you give us your e-mail address or mobile phone number, you agree that we can contact you by electronic communication. We will also use electronic communication as a way of communicating with others about your case.

4.2 However, in giving us permission in paragraph 4.1 you should realise the following.

4.2.1 Like you, we have no control over the internet or telecommunications systems.

4.2.2 We cannot guarantee to you that whoever receives any electronic communication that we send on your case will receive it within a reasonable time, if at all.

4.2.3 We do not accept responsibility if:

a) you or anyone else changes any electronic communication that we send about your case after we send it;

b) we do not receive any electronic communication that anyone (including you) sends to us about your case;

c) we do not receive, within the relevant time, any urgent electronic communication that anyone (including you) sends to us about your case; or

(d) anyone changes any electronic communication sent to us about your case before we receive it.

4.2.4 The networks we use to send electronic communication do not guarantee their security or delivery standards. As a result, we cannot give you any guarantees about these matters.

4.2.5 We try to make sure that our e-mails, and their attachments, do not contain viruses by using virus-checking software and services. However, we do not guarantee our e-mail to be virus-free and strongly recommend that you check any e-mail that we send to you for viruses before you open it.

4.3 If you are concerned about the security and confidentiality of using electronic communication, please discuss this with us. We may be able to use password-protected attachments or codes.

5 How we charge

5.1 We charge for our time and expertise.

5.2 Normally we work out our charges based on the time that our team spends advising on your case.

5.3 We record the time that we spend advising on your case in units of six minutes so that there are 10 units for each hour. For each unit of time that we record, we describe it as a type of activity, for example, sending a letter or receiving a phone call. We record all the time that we spend working on your case including:

5.3.1 reading and preparing;

5.3.2 meeting you or others ;

5.3.3 travelling to and from meetings with you or with others;

5.3.4 sending and receiving communications to and from you and others; and

5.3.5 acting on your behalf.

5.4 We give each of our staff an hourly charging rate. Some of our staff have more experience and so we set their hourly charging rates higher. Sometimes we may also 'blend' a rate. This means we use a single hourly rate for both senior staff and more junior staff.

5.5 In working out our charges, we may also take into account other factors, such as how complicated or urgent the case is.

5.6 At the beginning of a case we will tell you which members of staff or consultants will deal with your case and their hourly charging rates.

5.7 We normally change our hourly rates in April each year to take account of changes in our overhead costs. When we change our hourly rates, we will write to tell you about the new rates.

5.8 We may agree with you not to use hourly rates and the time we spend as the basis of our charges. We may instead agree charges up to a certain level, fixed charges or charges that depend on certain circumstances. In some cases, we might also agree to do set amounts of work in return for a fixed charge each year.

5.9 We will give you an estimate of our charges but it can only ever be a guide. It may also only relate to the first stage of the work we will do for you. Our actual charges may be more or less than our estimate. Any estimate that we give you is not a binding quote unless we agree with you that it is. If we do agree a quote with you, it will be based on your specific instructions. If your instructions or the circumstances of your instructions change, we may give you an extra quote or estimate, or charge you for the amount of extra time that we spend. Unless we say otherwise, we will charge you VAT on top of any estimate or quote that we give to you if we are registered for VAT.

5.10 Where relevant, we will charge you VAT at the appropriate rate as at the date of our invoice on our charges and on any expenses that we pay (or agree to pay) while acting for you.

5.11 We will try to keep you regularly informed about the level of our charges and we will let you know about any changes in circumstances that will affect information we have previously given to you about our charges.

5.12 We may charge you for any work that we do not complete (for whatever reason).

5.13 We may ask you to pay our charges in advance.

5.14 In addition to the time spent, we may take into account a number of factors including any need to carry out work outside our normal office hours, the complexity of the issues, the speed at which action has to be taken, any particularly specialist expertise when the case may demand. In particular, matters involving a substantial financial value or benefit to a client, a charge reflecting, for example, the value of the financial benefit may be considered. It is not always possible to indicate how these aspects may arise, but on present information we would expect them to be sufficiently taken into account in the rates which we have quoted in our covering letter if we have not quoted a fixed fee. Where a charge reflecting any 'value element' is to be added, we will explain this to you.

5.15 Fixed Fees

If we have agreed to a Fixed Fee with you, then our Letter of Engagement or Engagement Form includes a detailed description of what we have agreed to do for that fee and a summary of the information which you have given to us. In order to provide that description, on which the fixed fee is based, we must have as much information as possible about the work which you want us to do, so that we can estimate the time it will take us.

Expenses and disbursements shall be payable in addition to any Fixed Fee.

Provided:-

- The scope of your instructions does not change; and
- The information in the summary is accurate; and
- There is no material delay in progressing or completing the matter beyond our control;

We will complete your instructions for the Fixed Fee. If any one of the three provisos is not satisfied, we shall advise you that in our view the Fixed Fee agreement should cease to have effect. If you agree with our view, we shall seek a new Agreement with you for a new/revised fixed fee or agree a different method of charging fees.

If you do not agree with our view, then the Complaints Handling Procedure referred to in Condition 3 will operate.

6 Disbursements and Out-of-pocket expenses

6.1 When you instruct us to advise, you are giving us permission to pay disbursements on your behalf that are relevant to your case.

6.2 If practical, we will talk to you before we agree to large disbursements on your behalf.

6.3 We may ask you to pay us up front for disbursements we pay or agree to while working on your case. Normally, we always ask you to pay large disbursements up front.

6.4 Whenever we pay disbursements on your behalf, we will send you a invoice for those disbursements.

6.5 We will also charge you for certain other services that we provide for you, which we will list under 'Our Professional Fees' on your invoice. These services may include expenses and processing charges that we may have while we are carrying out work for you. For example, these might include scanning documents and external photocopying for you, travel and subsistence (meals and so on) expenses, same-day bank-transfer fees and our fees for forming a company for you.

7 Invoicing

7.1 We will send you invoices during the time we are acting for you. We call these 'interim invoices'. We will usually send you an interim invoice each month but we may leave longer gaps between them. At the end of your case we will send you a final invoice.

7.2 You must pay our invoices no later than 14 days from the date given on them unless we write to tell you that a different payment date applies. If you do not pay us within 14 days of that date, we may charge you interest under the Late Payment of Commercial Debts (Interest) Act 1998 on the amount that you have not paid. This Act currently allows us to charge you interest of 8%pa above the base lending rate of the Bank of England. Please also read paragraph 9.1.

7.3 If you and another person or company give us instructions on your case, you are responsible for paying our invoices individually as well as a group. This means that we can demand payment from one of you or all of you, whichever we choose.

7.4 If we hold money on your behalf (or if you are a company, on behalf of another company in your group), including any interest which may have built up, we may use this to pay or part pay our invoices.

7.5 It is your responsibility to pay our invoices even if someone else has agreed to pay some or all of it for you. If someone else does pay some of it, you are responsible for paying the rest to us.

7.6 If we owe you money or, if you are a company, another company in your group, we can reduce the amount you owe us under any invoice we have sent to you, by the amount we owe you.

7.7 In property transactions, different conditions apply to paying our invoices and paragraph 22 sets these out.

8 Currency

8.1 Unless we agree that a different currency will apply, our invoices will be in pounds sterling. You must also pay us in that currency. If we agree with you that our invoices will be in another currency, or that you can pay our invoices in another currency, you must make sure that the money you send us is enough to pay the amount in full after the exchange rate conversion. The exchange rate that will apply will be the rate on the day that you pay the invoice.

8.2 If there is a change in the exchange rate and, as a result, there is a shortfall in the money we hold for you, you will have to pay the shortfall immediately. This may apply when we hold money for you:

8.2.1 that is in pounds sterling but that needs to be paid out to you or another person in a different currency; or
8.2.2 that is in a currency that is not pounds sterling but that needs to be paid out to you or another person in pounds sterling.

If the money we hold for you increases as a result of a change in the exchange rate, we will pay you the increase.

8.3 You must pay us the bank charges which we have to pay for the currency conversion.

9 Our policy on credit

9.1 If you do not pay any of our invoices on time, we may:

9.1.1 take legal action against you to get back the amount you owe;
9.1.2 stop working on any case for you; and
9.1.3 keep your documents and papers and our papers until you have paid all money that you owe us.

9.2 If we take legal action against you as described in paragraph 9.1, we may claim interest from you under section 69 of the County Courts Act 1984. We will also include our costs in connection with the proceedings. The rate of interest under this act is currently 8%.

10 Commission

10.1 Unless we agree otherwise with you, we will pay you any commission that any other person or company pays us resulting from your case.

11 Insurance

11.1 You must let us know when we start to advise you if you have an insurance policy relevant to your case. For example, if you have an Indemnity Policy or a Legal Expenses Insurance Policy, you must send us a copy.

12 When you stop giving us instructions

12.1 You may stop instructing us at any time, if you let us know in writing.

12.2 We may stop advising you if we have good reason to do so and if we write to you to tell you that we are no longer advising you. Examples of some of these good reasons include:

12.2.1 If you fail to pay our invoices in full on the date you should have paid them or fail to pay us in advance when we ask you; and

12.2.2 If the rules and regulations governing how we operate, mean we have to stop advising you.

12.3 If we stop advising you, for whatever reason, you must pay all our charges and expenses up until that time. We will keep all your papers and documents until you do this.

12.4 In some circumstances, for good reason, we may decide to cease advising you. Examples of circumstances where we might so decide, include a failure on your part to provide us with adequate instructions, or when we find ourselves unable to comply with your instructions, or when our invoice remains unpaid outside an agreed payment timetable, or when a payment on account is not made in accordance with these standard terms and conditions and our Letter of Engagement / Engagement Form.

12.5 We will give you reasonable prior written notice if we decide for whatever reason that we are no longer willing or able to advise you.

13 Confidentiality and conflict of interest

13.1 We will keep all information about you, your business and affairs confidential at all times unless:

13.1.1 you tell us to release information;

13.1.2 we have to release information by law or any regulatory authority;
13.1.3 we must release information because of the nature of the work that we are carrying out for you.

13.2 Our obligation of confidentiality in paragraph 13.1 does not apply to information about you, your business and affairs if:

13.2.1 the public has access to it (other than through us breaking our obligation in paragraph 13.1); or
13.2.2 we already had the information before we worked for you; or
13.2.3 another person or organisation, with full authority, has given it to us.

13.3 Please read paragraphs 16, 18, and 19.

13.4 Despite paragraph 13.1, we may make our file about your case available to an external auditor (see paragraph 16) under the following conditions.

13.4.1 The external auditor has agreed in writing to keep the contents of your case confidential.

13.4.2 The external auditor has agreed in writing to only use your file to assess our performance against quality standards.

13.4.3 We will not allow the external auditor to take our file off our premises or to take any copies of documents.

13.5 Despite paragraph 13.1, we may make documents and correspondence from your case available to the court or other authority as appropriate, or someone it has chosen, for it to assess a file.

13.6 Despite paragraph 13.1, we may ask an external typing company to type up letters and documents on your file.

13.7 Despite paragraph 13.1, we may make your file about your case available to any current or any future 'professional indemnity' insurers.

13.8 We cannot act or continue to act for you if there is an actual or possible conflict between your interests and the interests of another of our clients. If this happens, we may have to stop acting for you, but we may continue to act for the other client.

14 Publicity

When your case is completed, we might like to publicise our involvement in it. We will, of course, discuss this with you first.

15 Storing files

15.1 After finishing your case, we will store files and any other papers about it for:

15.1.1 whatever time period we consider reasonable in the circumstances; or

15.1.2 as we have to do by law;

whichever is longest.

15.2 Paragraph 15.1 does not apply to any papers that you ask us to return to you (as long as you have paid all charges and expenses due to us - see paragraph 9.1).

15.3 We will not destroy title deeds, wills and probates, original trademarks, registered designs or Companies House certificates or similar items or documents if you ask us to keep them in safe custody.

15.4 We will not normally charge you for storing documents or for retrieving stored papers or deeds if they are related to continuing or new instructions to act for you. However, we may make a charge based on the time we spend on producing stored documents for you or someone else if you ask, for reading papers, writing letters or other work or expenses we run up to follow your instructions.

15.5 We may store files and other papers in electronic form. If we do, we may destroy the hard-copy

documents. In this case, we will keep the electronic copies according to paragraph 15.1.

15.6 After completing the work, we are entitled to keep all your papers and documents while there is money owing to us for our charges and expenses. In addition, we will keep your file of papers for you in storage for not less than 1 year. After that, storage is on the clear understanding that we have the right to destroy it after such period as we consider reasonable or to make a charge for storage if we ask you to collect your papers and you fail to do so. We will not of course destroy any documents such as Wills, Deeds and other securities, which you ask us to hold in safe custody. No charge will be made for you for such storage unless prior notice in writing is given to you of a charge to be made from a future date which may be specified in that notice.

15.7 We will not destroy documents you ask us to deposit in safe custody, such as your Will but please note the act of storing your Will and any accompanying Codicils, does not impose on us any obligation to advise you of changes in the law or taxation which may necessitate a review of the terms of these documents. The responsibility for the conduct of a review remains with you. Any Will should be reviewed every 3 years and on the occasion of any material change in your circumstances, such as divorce, marriage, the birth of children, the inheritance of a large sum of money etc.

15.8 If we retrieve papers or documents from storage in relation to continuing or new instructions to act in connection with your affairs, we will not normally charge for such retrieval. However, we may make a charge based on time spent for producing stored papers or documents to you or another at your request. We may also charge for reading correspondence or other work necessary to comply with your instructions.

16 External audits

16.1 To provide a high-quality service to you, we do our best to meet quality standards set by other organisations.

16.2 So that we can make sure that we keep to these quality standards, we will use an external auditor to occasionally assess our performance.

16.3 When these audits take place, we need to allow the auditor to choose randomly a sample of files to audit. If the auditor chooses a file relating to your case, we will protect your confidentiality as described in paragraph 13.

17 Cancellation Rights

If you are a Consumer (meaning an individual acting for purposes which are wholly or mainly outside that individual's trade, business, craft or profession) then you have the right to cancel this contract within 14 calendar days without giving any reason.

The Cancellation Period will expire after 14 calendar days from the date of the entering into of this contract.

To exercise the Right to Cancel, you must inform us at our registered office or at our trading address of your decision to cancel this contract by a clear statement (e.g. a letter sent by post, fax or e-mail). You may use the attached model cancellation form, but it is not obligatory

To meet the cancellation deadline, it is sufficient for you to send your communication concerning your exercise of the right to cancel before the cancellation period has expired.

Effects of cancellation

If you cancel this contract, we will reimburse to you all payments received from you, including the costs of delivery (except for the supplementary costs arising if you chose a type of delivery other than the least expensive type of standard delivery offered by us).

We will make the reimbursement without undue delay, and not later than(

a) 14 calendar days after the day we receive back from you any goods or documents supplied, or

(b) (if earlier) 14 days after the day you provide evidence that you have returned the goods or documents, or

(c) if there were no goods or documents supplied, 14 calendar days after the day on which we are informed about your decision to cancel this contract.

We will make the reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of the reimbursement.

If you requested us to begin the performance of our services during the Cancellation Period, you shall pay us an amount which is in proportion to what has been performed, until you have communicated to us your cancellation from this contract, in comparison with the full coverage of the contract.”

Model Cancellation Form

To Euan Temple Business Consultancy Ltd (reg no 08827672) Registered Office at 3 Lammas Gardens, East Bridgford, Nottingham. NG13 8LQ eft@templesconsult.com

I/we hereby give notice that we cancel my/our contract for the supply of the following services in relation to []

Contract date, services ordered on []

Name of consumer

Address of consumer

Signature of consumer (only if this form is notified on paper).

Date

18 Data protection and using data

18.1 Under the Data Protection Act 1998, we have given the Information Commissioner formal notice that we handle personal information under that Act.

18.2 As part of providing our services to you, we may need to reveal personal information about you to other people. It is impossible to list everyone this includes because this will depend on the nature of your case. However, examples might include:

18.2.1 the court;

18.2.2 other people who are involved in your legal action;

18.2.3 experts;

18.2.4 consultants or inquiry agents; or

18.2.5 other service providers (such as if we register an internet domain name on your behalf).

18.3 In some cases we may have a legal duty to release information about you. If we have to release personal information about you as part of the work that we are providing to you, we will only release what is reasonable and appropriate. Please ask us if you are concerned about this. Please also see paragraph 19.

18.4 If we set up a company for you, we may have to release personal information about you to the companies that set it up and who provide director and secretarial services.

18.5 We might also need to share personal information about you with companies or businesses that we control or are connected with us and who keep to the Data Protection Act 1998.

18.6 Much of our IT is handled by an outsourced organisation. As a result, we may need to release personal information about you to our IT service providers so they can maintain our IT systems, such

as our electronic filing system. We have a written contract with them to protect your details and to keep them confidential.

18.7 We would like to keep you up to date with information about us, our services, events and legal developments and issues that might interest you. We will contact you separately to identify what information you would like to receive from us in the future and how you would like to receive it.

18.8 The Data Protection Act requires us to advise you that your particulars are held on our database. We may, from time to time, use these details to send you information which we think might be of interest to you. You may under S 11 of the Act serve a notice on us at any time requiring us not to use your personal data for marketing purposes. Please indicate if you wish to serve such a notice on us at this stage.

19 Anti-Money laundering regulations

19.1 The Money Laundering Regulations 2007 say we must, in most cases, gather evidence of the identity of our clients.

19.2 As a result, we will do an independent computer identity check on you with another service provider and we may ask you to show us some form of personal or business documents (as required by the Regulations) to check your identity. The service provider who carried out the check will record the fact that we have carried out a search and may also use the details from our search in the future to help other companies confirm people's identities. The provider may also reveal your information to a Credit Reference Agency to confirm your identity. That Agency may keep a record of the search, but they will not carry out a credit check and your credit rating will not be affected. You give us permission to use these third party search agencies and to obtain information about you for these purposes only. You also agree to be responsible for the costs of these third party agencies and such costs shall be reimbursed by you to us as a disbursement.

19.3 We have to continually keep to these Regulations and this may mean that there is a delay in the work we are carrying out for you. **Neither we, nor our team , accept any liability to you for any loss or damage caused by that delay.**

19.4 We must comply with onerous duties imposed by the Proceeds of Crime Act 2002, the Terrorism Act 2000 and the Money Laundering Regulations 2007 (the "Anti Money Laundering Legislation"), which are intended to inhibit the activities of terrorists and other criminals by denying them access to technical expertise. If we fail to perform these duties, we risk imprisonment.

19.5 Before we accept your instructions to advise, we may need to obtain 'satisfactory evidence' to confirm your identity. In certain circumstances, we may need to obtain evidence confirming the identities of third parties, the source of any funds or other property, the purpose of any instructions or any other matter. We may also need to obtain such evidence after we have begun to act on your instructions.

19.6 We must keep the affairs of our clients confidential. However, recent laws on money laundering and terrorist financing have imposed a legal duty in certain circumstances to release information to the National Crime Agency (NCA). If we know or suspect that money laundering is involved we may have to tell the NCA. If this happens, we may not be able to tell you that your information has been passed on to the NCA because the law does not allow 'tipping-off'. The NCA will then decide whether or not to let us continue advising you.

Even if the NCA gives permission for us to advise, it can pass the information to any relevant body (for example, HM Revenue and Customs) and an investigation may take place at any time in the future. If there is no evidence for our suspicions, all letters, phone calls, e-ma

If, however, the NCA find evidence that your matter involves money ils and so on between you and us will remain private. laundering, that privacy will be lost and we can discuss the matter with other people, including showing them your letters, e-mails, phone call records and so on.

20 Risk Assessment on disputes

Litigation is a risky and uncertain course of action. We always endeavour to resolve a dispute without advising that you revert to litigation unless there are clear commercial or personal reasons for doing so. We will not act in that litigation.

Should litigation prove necessary, we shall discuss with you and keep under review, whether the likely outcome in the matter justifies the expense and risk involved including, where relevant, the potential liability for an opponent's costs and will assist in helping you engage solicitors, if need be.

We shall ask the lawyers involved in the litigation to explain to you in writing the cost consequences of pursuing litigation in the various courts, tribunal, or arbitration proceedings.

We shall ask the lawyers involved in the litigation to explain to you in writing the various approaches the court takes in assessing costs.

In any event unless there is a separate Conditional Fee Agreement with you or if you breach the terms of a Conditional Fee Agreement, you will be liable to pay our invoice(s) in full regardless of any costs award made against another party. Similarly, you will be liable for any costs of enforcing any order for costs against another party, if enforcement measures prove necessary.

21 Intellectual property

23.1 In working for you we will use our know-how and experience. We will share this with you by giving you advice on your case. This is our confidential information. We also own other rights in material that we produce in dealing with your case, such as copyrights and trademarks (these are called 'intellectual property').

21.2 As well as paragraph 21.4, you may not, unless you have our prior written permission:

21.2.1 release confidential information or intellectual property to any other person; or

21.2.2 supply, pass on or otherwise commercially use our services.

21.3 Unless we have agreed otherwise, if you pay our invoices, we will grant you a royalty-free, non-exclusive licence of our confidential information and our intellectual property. However:

21.3.1 you may only use these for the purposes for which we provide them to you in the first place;
and

21.3.2 you may only use these for your own business or personal purposes and for no other reasons.

21.4 To avoid any doubt, if you do not pay our invoices, we may cancel your right to use our confidential information and intellectual property.

22 Transfer or Assignment of Instructions

We may transfer our rights under this Agreement to any organisation within which we may continue in the future (and in such an instance you agree that our obligations under this Agreement will be assumed by such organisation). We will not otherwise transfer our rights unless we get your written permission first.

23. Third Parties

Except as expressly provided in the Letter of Engagement / Engagement Form, no person other than a party to the Agreement established by the Letter of Engagement / Engagement Form may enforce any terms of such agreement by virtue of the Contracts (Rights of Third Parties) Act 1999 ("the Act"). Notwithstanding any benefits or rights conferred by such agreement on any third party by virtue of the Act, the parties to such agreement may agree to vary or rescind any of its terms without any third party's consent.

24. Financial Services

24.1 We will not give (and the scope of our instructions does not extend to) providing investment services, to acting as your financial adviser, or otherwise providing advice on the merits of a particular transaction.

24.2 We are not authorised by the Financial Conduct Authority. If while we are advising you, you need advice on investments, we may have to refer you to someone who is authorised to provide the necessary advice.

25. Limited Companies

25.1 When accepting instructions to act on behalf of a limited company, we require the Directors and/or controlling shareholders to sign personal guarantees in respect of the charges and expenses of this Company. All the signatories to these terms of business jointly and severally personally guarantee payment of our fees on demand as co-principals and not merely as sureties.

If such a request is refused, we will be entitled to stop advising and we will be entitled to charge you for work done and expenses incurred.

25.2 In the unlikely event of any invoice or request for payment not being met, this Company must reserve the right to stop advising you further.

26. Terms and Conditions of Business

26.1 Unless otherwise agreed, and subject to the application of then current hourly rates, these Terms and Conditions of Business shall apply to any future instructions given by you to us.

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

27. Variations to these Conditions

27.1 These Conditions shall apply to any instructions which you give us now and in the future. We may change these Conditions from time to time, but if we do so, we will notify you in writing of any changes. Together with the Letter of Engagement / Engagement Form, they comprise the whole Agreement between you and us, and all agreements entered or to be entered into pursuant to the terms of this Agreement (or entered into between us in writing and expressly referring to this Agreement) together constitute the entire agreement and understanding between us, and exclude all prior representations and expressions of opinion by us or our agents to you. No variation shall be binding on us unless signed by us in writing. In the event of any inconsistency between the provisions of these Conditions and the Letter of Engagement / Engagement Form, the Letter of Engagement / Engagement Form shall prevail.

28. Survivorship and Severability of Conditions

Any of these conditions which expressly or impliedly have effect after termination or expiration of this Agreement will continue to be enforceable notwithstanding termination or expiration.

29. Invalid terms

If any of these terms is, or at any stage in the future becomes, invalid, illegal or cannot be enforced in law, it will not affect the other terms which will stay in force. Nothing in these Conditions excludes or restricts any liability arising from fraud or dishonesty or reckless disregard of our professional obligations or liabilities which cannot be limited or excluded by law or excludes, as opposed to limits, our liability for negligence.

30. Law

The jurisdiction and law applicable to this contract is that of England and Wales.

31. Insurance

We have professional indemnity insurance with Beazley syndicate 623/2623 at Lloyds for £100,000

OTHER DETAILS

Euan Temple Business Consultancy Ltd (reg no 08827672)

Registered Office at 3 Lammas Gardens, East Bridgford, Nottingham. NG13 8LQ

Tel 07980 733 998 mobile

eft@templesconsult.com

Trading address at 8 Main Road, Radcliffe-on –Trent, Nottingham NG12 2FH

Director Euan M F Temple MA,

This document is a duplicate, and we confirm our acceptance of the Terms and Conditions of Engagement. I/we confirm that I /we have read and understood, and accept, these Terms and Conditions of Business. I /we have not received advice on these terms of business from Euan Temple Business Consultancy Ltd , but have been offered the opportunity to seek independent advice.

This is our standard client agreement upon which we intend to rely. For your own benefit and protection you should read these terms carefully before agreeing them. If you do not understand any point, please ask for further information.

Date

ref EMFT/