

**TERMS AND CONDITIONS OF BUSINESS**

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# Watkins Stewart & Ross

## **TERMS AND CONDITIONS OF BUSINESS**

### **INTRODUCTION**

This formal statement is designed to govern the basis on which we provide professional services to our clients. Attached to these terms of business is a letter that contains details specific to your matter. This letter forms part of these terms. These are important documents and you should keep them for future reference. All instructions which we accept incorporate these terms and conditions (as amended from time to time) so please read them carefully and raise any queries with us immediately.

### **OUR AIM**

Watkins Stewart & Ross Limited is an established independent firm of Solicitors. Our aim is to offer clients a personal quality service at a fair cost. The success of our firm has been built upon recommendations.

### **SETTING OURSELVES SERVICE STANDARDS**

We strive to provide a high standard of service to all our clients and to achieve this we set ourselves certain objectives, which include:

- We will regularly update you by telephone or in writing with progress on your matter, at least every six weeks, unless agreed to the contrary.
- We will communicate with you in plain language.
- We will explain to you by telephone or in writing the legal work required as your matter progresses.
- We will update you on the cost of your matter regularly and at least six monthly
- 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 this matter and any important changes in those estimates.
- We will continue to review whether there are alternative methods by which your matter can be funded.

### **RESPONSIBILITIES**

Our responsibilities to you include:

- That we will review your matter regularly.
- That we will advise you of any changes in the law.
- That we will advise you of any circumstances and risks of which we are aware or consider to be reasonably foreseeable that could affect the outcome of your matter.

Your responsibilities to this firm include:

- That you will provide us with clear, timely and accurate instructions.
- That you will provide all documentation required to complete the transaction in a timely manner.

- That you will safeguard any documents which are likely to be required for discovery

### **EQUALITY AND DIVERSITY**

Watkins Stewart & Ross is committed to promoting equality and diversity in all of its dealings with clients, third parties and employees. Please contact us if you would like a copy of our Equality and Diversity Policy.

### **CONFIDENTIALITY AND DISCLOSURE**

If we are acting for two or more people or legal entities instructions taken from any one person or entity will be acted upon and bind the others.

We are professional and legally obliged to keep your affairs confidential. However the following conditions apply:

- There is no confidentiality between joint clients
- Unless you tell us otherwise we will assume that we are authorised to reveal information about you to other advisers whom you have instructed on related matters

We may be required by statute to make a disclosure to the Serious Organised Crime Agency where they know or suspect that a transaction may involve money laundering or terrorist financing. If we make a disclosure in relation to your matter, we may not be able to tell you that a disclosure has been made. We may have to stop working on your matter for a period of time and may not be able to tell you why.

External firms or organisations may conduct audit or quality checks on our practice. These external firms or organisations are required to maintain confidentiality in relation to your files.

### **HOURS OF BUSINESS**

Our registered office is situated at 18 Lower Brook Street, Ipswich, Suffolk, IP4 1AL. The normal hours of opening are between 9.00am and 5.00pm weekdays. Appointments can be arranged outside office hours where appropriate.

### **RESPONSIBILITY FOR YOUR WORK**

The person responsible for dealing with your work and their status is shown in the attached letter. There may be times when that person will not be available due to absences out of the office or other appointments. In such case we would ask that you leave a detailed message with that person's secretary or with reception or on voicemail and your call will be returned as soon as possible. Please understand that it may not always be possible to call you back the same day but your call will be returned at the earliest opportunity. If you have access to a computer you may wish to email your message. If for any reason your matter is delegated to a new person within the office we will tell you and inform you of the appropriate charges' rate for that person. If we have to change the person handling your case we will notify you of their identity and grade promptly and explain why the change is necessary.

The Partner with overall responsibility for the Department dealing with your work is shown in the attached letter.

Our attached letter confirms the extent of the work which you have instructed us to carry out. Unless our attached letter states otherwise, it will not be our responsibility to advise on matters outside the scope of the work identified in the attached letter or to alert you to changes in the law or critical dates occurring after our work is completed. If we receive your written instructions to do so we can operate a reminder system so that important dates (e.g. lease renewals rent reviews etc) are drawn to your attention in advance. Otherwise such matters will be your responsibility.

Any work that we do for you may involve tax implications or necessitate the consideration of tax planning strategies. If you have any concerns in this respect please raise these with us specifically and early on in the transaction. If we can undertake the research necessary to resolve the issue we will do so and advise you accordingly. If we cannot we may be able to identify a source of assistance for you. We will only consider being able to advise you on tax matters if specifically requested to do so.

Our retainer is simply concerned with the instructions detailed in the attached letter and does not extend to any related matter or consideration of how one aspect of your affairs may affect others.

### **COMMUNICATION**

We will communicate by e-mail or fax with you unless you request us not to and with others in the transaction but we cannot guarantee the security of e-mails or faxes or when they will arrive. We are not responsible for any loss or damage caused by e-mails or faxes arriving late or loss or damage caused by e-mail or fax security being broken. Although we are careful to make sure that our computer systems are free from viruses we are not responsible for any loss or damage to you or to your computer systems which is caused by electronic communication with us.

### **CHARGES AND EXPENSES**

In accordance with normal professional practice, the firm's fees must be fair and reasonable. Our charges will be calculated mainly by reference to the time actually spent in dealing with your matter. The work carried out will include any meetings with you and perhaps others; the reading and preparation of documents (including non-routine correspondence); research where necessary; time spent travelling away from the office where this is necessary; e-mails, faxes and routine letters written and received; making and receiving telephone calls; the preparation of any detailed costs' estimates, schedules and bills and the review and analysis of costs' estimates.

Sometimes you may be required to pay the costs of another person or body involved in your matter. These are payable in addition to our own costs and expenses. You are always personally liable to pay those. We do not pay those on your behalf.

The way we calculate our costs and fees will be set out in the attached letter which we send you and usually will be discussed at our initial interview with you. There may occasionally be exceptions to this, when work has to be carried out urgently, or, when you are already familiar with our methods of charging because of other work which we have done for you or people associated with you.

In some cases, we may be able to agree a fixed price with you, in which case, we will make this clear in our attached letter to you. In these cases, if there should be any additional or unusual work which had not been anticipated and had therefore not been taken into account in the fixed price, we will review this with you as soon as it

becomes apparent and agree the nature and extent of such work, and any additional charges.

In matters, for which we have agreed a fixed price, which do not, for any reason, proceed to completion, the firm's charges will be such lesser sums as is reasonable having regard to the amount of work carried out by that stage, together with VAT and any disbursements incurred. The charge will not exceed the fixed price, as amended by any subsequent variation. In any event a minimum charge of £150.00 plus VAT will be made.

In other matters, we will not be able agree a fixed price because we do not know precisely what work is going to be involved. In these matters, our normal charge basis is that we will always try to give you the best information about the likely cost at the beginning of the matter and at intervals while it proceeds. However, you need to be aware that the information that we provide is likely only to be our best guidance and that circumstances can change.

Short incoming letters, e-mails and outgoing letters, e-mails and routine telephone calls (made and received) are charged as units of six minutes. The charge for attending meetings with you or other parties, lengthy letters, e-mails and telephone calls will be on a time spent basis.

In addition to our fees, you will be responsible for Value Added Tax (VAT) at the prevailing rate and out-of-pocket expenses (which are called "disbursements").

Our charges' rates are subject to periodic variation and we will notify you in advance of any change.

The charges' rates applied may also be adjusted to reflect the level of responsibility which we have accepted, by reference to other aspects such as the exceptional value of our work to you, working unsociable hours, the complexity of the issues, unusual speed applied to your matter and the general importance of the matter.

In some types of matters, such as probates, mortgages, commercial leases and domestic conveyancing amongst others the charge may also include an additional element in the method of charging reflecting the value of any property transacted or the value of the estate (in probate matters) and the risk and responsibility to us in dealing with such matters. This will be made clear in our attached letter.

If you wish to place an upper limit on the charges incurred on your behalf without obtaining your further authority and for us to contact you in writing when this limit is being approached to discuss the issue of costs further, then you must notify us in writing.

If your matter requires us to send monies by way of a bank telegraphic transfer ("CHAPS"), there will be an additional cost which will be detailed in your terms letter. For any amount over £5,000 a CHAPS payment will be used and a fee payable.

During the course of your matter, we may find it necessary to incur disbursements on your behalf, such as search fees, Land Registry fees, experts' fees and court fees. It is our policy to ask you to pay these disbursements in advance of the fee being incurred.

### **PAYMENT OF CHARGES AND EXPENSES**

It is normal practice to ask clients to make payments on account from time to time. These payments help to avoid delay in the progress of your matter and also help to

meet our anticipated charges and expenses. If you do not make a payment on account when asked to do so, then, we will be entitled to stop working for you.

To help you budget, generally, it is our usual practice to send an interim bill on a regular basis and a final bill when the matter is about to be completed.

For property transactions an invoice will be rendered on exchange of contracts, prior to completion and payment is required within twenty eight days (as below) or before completion if this is earlier. Where sufficient funds are due to you on completion, unless otherwise agreed, outstanding invoices shall be deducted from such funds. We reserve the right to refuse to complete a transaction unless payment of our costs have been made in full including any sums due for disbursements or out-of-pocket expenses.

In the administration of estates we will normally render an interim bill at regular stages during the course of the administration, starting with the obtaining of a Grant of Representation.

Payment is due to us within twenty eight days of our sending you a bill. We will charge you interest on the bill at such rate as may from time to time be payable on judgment debts under statute from the date on which payment of our bill is due if you do not pay our bill within this time. Interest will be charged on a daily basis. We also reserve the right to:

- Make a charge in connection with collecting the overdue amount
- Do no further work for you until we are paid in full and
- Keep all your papers and documents until we are paid in full

In transactions or cases where we receive money on your behalf we may deduct our costs and expenses before accounting to you and the twenty eight day rule does not apply.

We accept payments by cheque and bank transfer. In some circumstances we can accept payment of our legal services by credit card and debit card. Where payment is made by credit card, we will add a processing fee of 2% of the amount of the transaction. Payment cannot be made by credit card for payments on account of disbursements which are to be paid out.

Our practice's policy is not to accept cash from clients, except in settlement of our fees or on account of disbursements in certain circumstances.

If you try to avoid this policy by depositing cash directly with our bank, we may decide to charge you for any additional checks we decide are necessary to prove the source of the funds.

Where we have to pay money to you, it will be paid by cheque or bank transfer. It will not be paid in cash or to a third party.

### **OTHER PARTIES CHARGES AND EXPENSES**

It is important that you understand that you will be responsible for paying our bills unless otherwise expressly agreed in writing by us. We will discuss with you whether your charges and expenses might be paid by another person. Even if you are successful, the other party may not be ordered to pay all of your charges and expenses or these may not be recovered from them in full. If this happens, you will have to pay the balance of our charges and expenses. If the other party is receiving

Legal Community Service funding (formerly known as Legal Aid) you may not recover any of those charges and expenses even if you win the case.

If you are successful and the court orders the other party to pay some or all of your charges and expenses, interest can be claimed on them from the other party from the date of the court order obliging them to pay those costs. We will account to you for such interest to the extent that you have paid our charges or expenses as billed or on account, but we are entitled to the rest of that interest.

You will also be responsible for paying the charges and expenses of seeking to recover any charges and expenses the court orders the other party to pay, i.e. the costs of any detailed assessment save to the extent that such costs are also recoverable under a court order.

In some circumstances, the court may order you to pay the other party's legal charges and expenses (for example, if you lose the case). The money would be payable in addition to our charges and expenses. We will discuss with you whether our charges and expenses and your liability for another party's charges and expenses may be covered by insurance, and, if not, whether it would be advisable for you to have insurance to meet the other party's charges and expenses.

### **VALUE ADDED TAX**

This firm is VAT registered and our VAT Registration Number is 442 9709 31.

### **MONEY LAUNDERING**

The law requires solicitors to get satisfactory evidence of the identity of their clients and sometimes people related to them. This is because solicitors who deal with money and property on behalf of their client can be used by criminals wanting to launder money.

To comply with the law we need to obtain evidence of your identity as soon as possible. Our requirements are:

When acting for an individual:

- To complete electronic verification of your identification. We work with Thirdfort an FCA Regulated business that uses cutting edge ID verification technology and bank level encryption to allow you to complete the ID verification process from home in a matter of minutes using a smartphone or tablet.
- We cannot begin work on your matter until your identity has been verified.

When acting for a Company:

- Certificate of Incorporation
- Current List of Directors
- List of Shareholders
- Registered Office Address

In addition to the above, we will also need to establish the identity and address of the Director(s) as for an individual.

If you cannot provide us with the specific identification requested, please contact us as soon as possible to discuss other ways to verify your identity.

We are entitled to refuse to act for you if you fail to supply appropriate proof of identity for yourself or for any principal whom you may represent.

Due also to the Money Laundering Regulations cash payments will not be accepted except in settlement of the firm's fees or on account of disbursements in certain circumstances. If this causes any difficulties for you please let us know as soon as possible.

### **DATA PROTECTION**

We use the information you provide primarily for the provision of legal services to you and for related purposes including:

- Updating and enhancing client records
- Analysis to help us manage our practice
- Statutory Returns
- Legal and regulatory compliance

Our use of that information is subject to your instructions, the Data Protection Act and our duty of confidentiality. Please note that our work for you may require us to give information to third parties such as expert witnesses and other professional advisers. You have the right of access under data protection legislation to the personal data that we hold about you.

By your continuing instructions in this matter, you authorise us to disclose to the other parties in the transaction and, if applicable, to all other parties in the chain of transactions and their agents and advisers all information which we have in relation to your involvement in the transaction including any related sale or mortgage and other financial arrangements and wishes as to dates for exchange and completion. You may withdraw this authority at any time but if you do so, you should appreciate that we will inform the other party or parties and their agents or advisers that this authority has been withdrawn.

### **PAYMENT OF INTEREST AND CLIENT MONEY**

Any money received on your behalf will be held in our Client Account. Interest will be calculated and paid to you in accordance with our Interest Policy at the rate set by Lloyds Bank Plc and relevant accounts. That rate, of course, may change. The payment of interest is subject to our Interest Policy which is available upon request.

Where a client obtains borrowing from a lender in a property transaction we will ask the lender to arrange that the loan is received by us a minimum of seven working days prior to the completion date unless such funds are sent to us through the CHAPS transfer system. If the money can be remitted through the CHAPS transfer system we will request that we receive it the day before completion. This will enable us to ensure that the necessary funds are available in time for completion. Please be aware that the lender may charge interest from the date of issue of their loan cheque or the transfer of the payment.

Payments made to us via the Bankers Automated system (BACS credits) may be recalled via the remitting Bank provided that the recall instructions are received by the relative Branch (i.e. where the account to be credited is held) by the close of business on the day the credit is due to be credited to the account. Such recall would normally be where the payer has instructed the remitting Bank to stop



payment before the due date of crediting. BACS credits will not therefore be treated as cleared funds until the day following receipt.

Please note that we will require at least seven clear working days for clearance of any cheques paid to the firm before we are able to draw funds against them. For example, a cheque banked by us on a Monday cannot be drawn against until, at least, the Tuesday of the following week and provided that there are no intervening bank holidays.

### **FINANCIAL CONDUCT AUTHORITY**

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

We are therefore not authorised under current regulation to offer advice with regard to certain investment business and such advice can only be provided by a Financial Adviser who is so authorised.

However, we may provide certain limited investment advice services where these are closely linked to the legal work we are doing for you. This is because we are members of The Law Society of England and Wales, which is a designated professional body for the purposes of the Financial Services and Markets Act 2000.

The Solicitors Regulation Authority is the independent regulatory arm of The Law Society. The Legal Ombudsman is completely independent from the legal profession and has been set up to resolve complaints. If you are unhappy with any investment advice you receive from us, you should raise your concerns with either of those bodies.

### **FINANCIAL AND TAX ADVICE**

Unless otherwise agreed, we will not advise on the tax implications of any transaction that you instruct us to carry out.

### **STORAGE OF PAPERS AND DOCUMENTS**

After completing the work, we will be entitled to keep all your papers and documents while there is still money owed to us for fees and expenses.

We will keep our file of your papers for up to six years, except those papers that you ask to be returned to you. We keep files on the understanding that we can destroy them six years after the date of the final bill. We will not destroy documents you ask us to deposit in safe custody.

If we take papers or documents out of storage in relation to continuing or new instructions to act for you, we will not normally charge for such retrieval. However we may charge you both for:

- Time spent producing stored papers that are requested
- Reading, correspondence or other work necessary to comply with your instructions in relation to the retrieved papers

As a guide, such charge would normally be based upon a Grade "D" Fee Earner's prevailing hourly charges' rate plus VAT. However, should any such request necessitate the involvement of a higher grade fee earner, for any reason, then, such

charge would be based upon the prevailing hourly charges' rate of that grade of fee earner plus VAT.

### **INSTRUCTING AGENTS AND EXPERTS**

Should it be appropriate or necessary, we will instruct experts or agents on your behalf at your expense. This may include, for example, barristers, translators and foreign lawyers. Any such instruction will be discussed with you in advance. If you do not inform us of your preferred expert, we would instruct our selected expert on your behalf. We will not be liable for any actions or failures on the part of the agent or expert.

### **TERMINATING THE RETAINER**

You may terminate your instructions to us in writing at any time, for example, you cannot give us clear or proper instructions on how to proceed. We will decide to stop acting for you only with good reason, for example, if you do not pay an interim bill or there is a conflict of interest. We must also give you reasonable notice that we will stop acting for you. We will be entitled to keep all of your papers and documents while there is money owing to us for our charges and expenses.

If you or we decide that we should stop acting for you, you will pay our charges up until that point. These are calculated on an hourly basis plus expenses as set out in these Terms and Conditions.

If you terminate your instructions to us you will continue to be responsible for our charges and any expenses incurred in discharging our obligations to you and to others arising out of the retainer and its termination.

The Consumer Protection (Distance Selling) Regulations 2000 ("the Regulations") may apply if your instructions were not given to us face to face and you are a consumer. The cancellation rights set out in the regulations would then apply giving you the right to cancel those instructions in writing without any cost to you, within seven working days of such written instructions being received by us. Such cancellation would be effected by, either, delivering a note cancelling your instructions to our office or by sending it by post, fax or e-mail.

You may not, however, cancel this agreement under the Regulations once we have, with your permission, started to do the work on your behalf. Our service to you will start immediately upon our acceptance of your instructions by telephone, fax, post or e-mail, during which time the seven day period will not apply.

By accepting these terms and conditions of business, you are agreeing that, to avoid any delay in the transaction, we may start work on your behalf straightaway and that we do not have to wait for the cancellation period to expire.

You also accept that, due to reasons beyond our control, it is, in most cases, impossible for us to conclude your case within the thirty day period stipulated by the Regulations. We will, wherever possible, provide you with a time estimate in which we hope to complete the matter about which you have instructed us.

You also accept that, if you subsequently instruct us on another matter, your right to cancel your instructions under the Regulations will not apply.

If the Regulations apply we shall only consider ourselves to be acting for you once you have accepted these Terms and Conditions of Business.

## **LIMITED COMPANIES**

When accepting instructions to act on behalf of a limited company, we may require a director and/or controlling shareholder to sign a form of personal guarantee in respect of the charges and expenses of this firm. If such a request is refused, we will be entitled to stop acting and to require immediate payment of our charges on an hourly basis and expenses as set out earlier.

## **OUR RELATIONSHIP WITH YOU**

We are committed to providing a high quality legal service to you. If you think something has gone wrong we need you to tell us about it. This will help us to improve our standards.

If you are unhappy about any aspect of the service you have received or about the bill that cannot be resolved with the person handling your matter please contact our Client Care Partner on (01473) 226266. Alternatively, you can write to him at Watkins Stewart & Ross, 18 Lower Brook Street, Ipswich, IP4 1AL.

## **Our Complaints Policy**

We are committed to providing a high-quality legal service to all our clients. When something goes wrong we need you to tell us about it. This will help us to improve our standards.

## **Our Complaints Procedure**

If you have a complaint, please write to us with the details (if you have not already done so).

## **What Will Happen Next?**

1. We will record your complaint in our central register within a day of receiving it and will send you a letter acknowledging receipt of your complaint within seven days of receiving it, enclosing a copy of this procedure.
2. We will then investigate your complaint. This will normally involve passing your complaint to our Compliance/Client Care Partner, Daniel Ager, who will review your matter and speak to the member of staff/fee earner who acted for you.
3. Depending on the nature of the complaint Daniel Ager may invite you to a meeting to discuss and hopefully resolve your complaint, if it is considered that such a meeting is in the best interests of both parties, and will facilitate a resolution. If appropriate he will invite you to attend a meeting within 14 days of sending you the acknowledgement letter.
4. Should a meeting take place then within seven days of the meeting, Daniel Ager will write to you to confirm what took place and any solutions he/she has agreed with you.
5. If a meeting is not considered appropriate then we will explain why we do not believe a meeting is necessary. In these circumstances we will send you a detailed written reply to your complaint, including suggestions for resolving the matter, within 21 days of sending you the acknowledgement letter.
6. At this stage, if you are still not satisfied, you should contact us again and we will

arrange to review the decision. Someone unconnected with the matter at the firm will review the decision.

7. We will write to you within 14 days of receiving your request for a review, confirming our final position on your complaint and explaining our reasons.
8. If you are still not satisfied, you can then contact the Legal Ombudsman at P.O. Box 6806, Wolverhampton WV1 9WJ about your complaint. Any complaint to the Legal Ombudsman must be made within six months of you receiving a final response from us.

If we have to change any of the timescales above, we will let you know and explain why. You will not incur any fees for any time spent in dealing with your complaint.

### **THIRD PARTIES**

These terms and conditions only apply between you and Watkins Stewart & Ross. At no time do they give any benefit or rights to any third party, individual or organisation.

### **LIMITATION ON LIABILITY**

Our liability to you for a breach of your instructions shall be limited to Two million pounds (£2,000,000.00), unless we expressly state a higher amount in the letter accompanying these terms of business. We will not be liable for any consequential, special, indirect or exemplary damages, costs or losses or any damages, costs or losses attributable to lost profits or opportunities

We can only limit our liability to the extent the law allows. In particular, we cannot limit our liability for death or personal injury caused by our negligence.

Please ask if you would like us to explain any of the terms above.

The contact details of our Professional Indemnity Insurance Provider are as follows:

QBE Insurance (Europe) Limited,  
Plantation Place,  
30 Fenchurch Street,  
London.  
EC3M 8BD

Telephone: 0207 105 4000  
Email: enquiries@uk.qbe.com  
Fax: 0207 105 4019

Territorial coverage of Professional Indemnity Insurance:  
England, Wales or anywhere in the world

We will not be liable for any loss, damage or delay, arising out of the firm's compliances with any statutory or regulatory requirement.

### **APPLICABLE LAW**

Any dispute or legal issue arising from our Terms of Business will be determined by the law of England and Wales and considered exclusively by the English and Welsh Courts.

## **CONCLUSION**

Your continuing instructions in this matter will amount to an acceptance of our terms and conditions of business.

If you are instructing us on behalf of a Company, you are agreeing that the Company has resolved that you may do so and that you may commit the Company to these Terms and Conditions of Business.

Unless otherwise agreed, these Terms and Conditions of Business will apply to any future instructions you give us with such variations as may reasonably be appropriate to any other instructions which you give to us.

We hope that these Terms and Conditions of Business address your immediate queries. We are pleased to be acting on your behalf and hope to bring the matter to a successful and timely conclusion for you.