

TERMS AND CONDITIONS OF BUSINESS

KEEPING YOU INFORMED AND MANAGING YOUR CASE

General Arrangements

As your solicitors it is our duty to use our professional skills and expertise to advance your case. We will use our professional judgement to take steps to protect your interests. This means that we will receive letters, e-mails and phone calls which we will be obliged to consider and respond to if it is in your interests.

We will also have to write and make telephone calls to try to advance your case. We cannot contact you for instructions every time we receive communication or we need to make an enquiry, as this will unnecessarily increase the costs of your case. We assure you that every effort will be made to keep you informed about the main developments in your case and we will contact you immediately for your instructions if anything significant or unusual occurs. We will also contact you if we receive information that affects our current views. We will seek your instructions and give you a written review on the issues at that point. You should bear in mind that as a case develops, the length of time it takes to resolve and the way in which it is progressed, is influenced not just by what we decide to do together but also how others decide to deal with your case.

If there is any new information that might affect your instructions, it is important that you tell us about it as soon as possible. It is useful to receive written confirmation of that information, either by letter or electronic means.

Conduct of Proceedings

We will not institute any legal proceedings without first obtaining your express authority, but once legal proceedings have been instituted it is important that you understand that we are entitled to take steps which are usually taken in proceedings of this nature. Apart from our duty to you, we have obligations to the Court and/or Tribunal as Officers of the Court. It is important that you respond promptly to requests for information or instructions as failure to do so could harm your case. It is also important that you abide by any advice given by counsel or us.

We shall assume that we have your authority to incur routine expenditure e.g. police and medical reports as necessary. We will, however, revert to you as regards incurring any expenditure of an unusual nature such as retaining junior and senior counsel or the services of an expert or specialist.

MONEY LAUNDERING: GOVERNMENT RULES

We are required by the Money Laundering Regulations 2007 to verify your identity before we can act or continue to act on your behalf in connection with this matter.

You will have to produce your original passport, driving licence or other official photographic identity document and either a recent utility bill or bank statement to confirm your address, as we require a copy of each for our file. You need to do this as soon as possible otherwise we will not be able to continue to act for you.

We may have to ask you questions about the proposed source and flow of funds for your case and make such further enquiries as may be relevant to the transaction. There also are circumstances under the Money Laundering Regulations 2007 in which we are required to make a confidential report to the Serious Organised Crime Agency where we know or suspect that a criminal offence has been committed, and we may be prevented from informing you of this under the Money Laundering Regulations 2007.

Because of the provisions in the Proceeds of Crime Act 2002 and the Money Laundering Regulations 2007 our policy is that we do not accept payments in cash exceeding £500.00.

OUR CHARGING ARRANGEMENTS AND TIME FOR PAYMENT

Our charging methods will be detailed to you by correspondence at the commencement of your matter. Fees and expenses payable in respect of interim invoice are payable within 28 days after the date of the invoice. Any outstanding fees and expenses will be payable on completion of a matter. If you do not pay within 28 days from the date of the invoice we will charge interest on the amount outstanding on the due date at the rate of 2% above the Ulster Bank base lending rate.

We will not carry out further work until any outstanding bill is paid. If you have difficulty paying our fees then you should contact us as soon as possible.

When your case is concluded and we are holding money on your behalf, we will deduct our fees and expenses from the monies due to you and pay you the balance.

HOW WE HANDLE DATA AND RECORDS

It may be necessary for us to retain personal data about you on our files and/or computer records. Examples can include financial information, bank details, sensitive personal data and medical records/reports. In accepting these Terms of Business you confirm that we may receive and hold confidential and/or sensitive personal data in relation to you and that, where appropriate, this may need to be disclosed to others, such as counsel/solicitor advocates, experts and other parties. If you have a concern about disclosure of any particular sensitive personal or commercial data please raise this with us at an early stage.

We will communicate with you by the most effective means, but we cannot be responsible for the security of correspondence and documents sent by fax, e-mail or other electronic means. If you have concerns about the confidentiality of any information sent by such electronic means, please let us know so we can arrange for secure transmission.

When a matter has completed we normally retain our correspondence file for a period of up to 6 years after completion. Thereafter the file will be destroyed without reference to you unless, before then, you notify us that you wish to retain some part of the file. Original documents will usually be returned to you, or the apparent owner.

The firm is registered under the LEXCEL Quality Standard. As a consequence, outside assessors may inspect our files in confidence. We will assume that in signing this agreement you are consenting to your file being selected for a check by outside assessors unless you indicate to us otherwise.

TERMINATION: ENDING THE SOLICITOR CLIENT RELATIONSHIP

You may terminate our engagement on a matter in writing at any time. You will have to pay all outstanding fees and expenses up to the date of termination. We may retain all documents, deeds and other papers until payment of all monies due to us.

We may at some time consider that we ought to stop acting for you, for example, if you did not respond to any requests for information or did not abide by or accept any advice given.

You will be responsible for all the fees and expenses incurred to the date we cease to act and we may retain all documents, deeds and other papers until payment of all monies due.

On the termination of the retainer we will notify all relevant parties accordingly and if appropriate, apply to the court to come off record on your behalf.

CONFLICT OF INTEREST

On occasions we may be asked to advise a client in a similar line of business. In accepting these Terms of Business you agree that we will not be precluded from acting on behalf of other clients, whether current or future, who are in

a similar line of business to you either during the conduct of this matter or after our retainer has been completed, unless there is a clear conflict of interest arising from the specific work that we do for you.

LIMITATION OF LIABILITY

In no circumstances will we be liable to you for any loss arising out of or in connection with this engagement in contract, tort, by statute or otherwise, unless the loss is caused directly as a result of our negligence or default.

In all circumstances the potential total aggregate liability of our firm, whether for breach of contract, tort, including negligence and/or misrepresentation, breach of statutory duty (or otherwise), arising out of or in connection with our engagement, will be limited to an amount not exceeding £6,000,000.00. The potential total aggregate liability of our firm to you arising out of or in connection with our engagement will in addition be limited to the amount that could be met without recourse to the personal assets of any partner.

We shall not be liable for any indirect consequential loss or for loss arising out of any action necessary for us to take to comply with the Money Laundering Regulations 2007.

Where any loss is suffered by you for which we and any other person are jointly and severally liable, the loss recoverable by you from us shall be limited so as to be in proportion to our relative contribution to the overall fault, taking into account that other party's liability. That other party may include you, for example, in a situation of contributory negligence.

If, as a result of any exclusion or limitation of liability agreed by you with any other person the amount which you are able to recover is reduced, then our liability to you will be reduced by an equivalent amount.

We shall not be liable to any third party for any services or advice that we provide to you nor shall we have any liability to you for any services or advice given by any third party whom we instruct on your behalf, for example in relation to legal, financial or other professional advice.

JURISDICTION

Our Terms of Business are governed by and construed in accordance with the laws of Northern Ireland. At the time of commencement of a matter we will provide you with a written copy of these terms and conditions and will ask you to sign these in acknowledgement that you accept these terms. In the interim, in so far as we carry out work for you prior to receipt by us of the signed copy of the terms, or you raising particular concerns or issues about the content, the work will be deemed to be done on the basis of the terms set out above.

CONCERNS AND COMPLAINTS

At all times we try to deliver a high quality, client focussed service. If at any time you are worried about how your case is being processed, please contact the solicitor primarily responsible for dealing with you. If you do not get a satisfactory explanation, then you may invoke our formal complaints procedure. Written details, explaining the complaints procedure is available on request.

WHO TO CONTACT

The Solicitor primarily responsible for your case will be provided to you at the outset of any matter. In addition contact details for all our solicitors can be found on this website.

It is important that you keep your contact details up to date. Please therefore notify us of changes to telephone numbers, e-mail addresses and postal addresses. Again we think as a precaution you should follow up any telephone calls about these changes in writing.