

Terms of Business – 3 April, 2012

These are the terms of business (Terms) on which we carry out all professional work on your behalf. We offer different service levels and options for certain areas of work, such as trade mark registration services.

These terms form the basis of our ongoing relationship with you. Where we also send you an engagement letter, then in the event of a conflict between the terms of the engagement letter and these Terms, the provisions of the engagement letter prevail.

These Terms apply until varied or replaced with new terms from time to time. We will post a copy of any revised terms on our website with the date they were varied, and notify you when you next make an enquiry for our services by sending you the updated terms. The website notice will be adequate notice of the amendments for services you request after the date on which our Terms are changed. Only changes to the Terms agreed by Shireen Smith will be valid.

On-line instructions

For sales of goods and services via the telephone or internet, the Consumer Protection (Distance Selling) Regulations 2000 apply. However, you will have no cancellation rights if we have already begun to do your work within the 7 day cancellation period.

Order procedure

Your purchase is an offer which we will acknowledge initially by email. It is our sole discretion whether to accept the contract and if we choose not to do so, we will cancel the payment process, and refund you in full. Our dispatch of a VAT invoice does not constitute acceptance of the contract. Our welcome email advising of next steps constitutes our acceptance.

Where you instruct us and pay a deposit, you may cancel the order within 7 working days and obtain a full refund, unless you specifically waive this right by asking us in writing to begin work on your matter immediately.

Following payment of a deposit, the balance of any agreed fees is due when we are ready to file your application (where relevant) or within 21 days, whichever is the earlier

1. Obligations of the firm

Our qualified staff and consultants are either Solicitors or Trademark or Patent Attorneys and must comply with their respective codes of professional conduct as well as the firm as a whole being subject to the Solicitors Regulation Authority regulations.

Personnel assigned to your matter

All work will be carried out under the supervision of Shireen Smith, Solicitor, with the assistance on design and patent matters, of Michael Harrison, who is a European and Chartered Patent and Trade mark Attorney. Certain patent work is undertaken by Erica

Dutton, who is also a European and Chartered Patent Attorney, while administrative and legal tasks are carried out by trainee solicitors, or paralegals, who will be introduced to you in our welcome email. More information about our people is available on the About Us page of the website. We aim to provide continuity of personnel to deal with your matter, and will advise you in writing of the names and qualifications of any personnel assigned to your matter and will keep you informed of any changes thereafter.

We are committed to promoting equality and diversity in all of our dealings with clients, third parties and employees.

Our liability to you

We will perform the engagement with reasonable skill and care and acknowledge that we will be liable to you for losses, damages, costs or expenses caused by our negligence or willful default up to the limit of our professional indemnity insurance, which is £3,000,000 for any single event or series of connected events worldwide. Details of the policy are available on request. We do not seek to limit our liability for death, personal injury, fraud or reckless disregard of professional obligations.

While we will always work to the best of our ability and with the information provided, there can be no guarantees regarding outcomes. Discussions on likely outcomes are based on our experience and professional judgment. We will not be liable for any delay in performing or failure to perform our services if the delay or failure results from any circumstance beyond our reasonable control (an event of "Force Majeure"). If Force Majeure occurs, the date for performance of our services will be postponed for as long as necessary, provided that if Force Majeure continues for more than 60 days either party may cancel the affected services immediately on written notice to the other party.

You may send queries to us by any method of communication. If you ring to speak to a particular individual who is unavailable you may book a mutually convenient time to have a telephone conference. Emails sent to us are generally acknowledged on the same day and where possible will be responded to in substance within one week or, if not possible, then explanations as to when a substantive response

is likely to be given will be given within that time frame. Similarly, other written correspondence is generally responded to within one week unless further investigation or inability to contact others prevents this, in which case we will notify you when a substantive reply will be sent.

Professional obligations and confidentiality

We will practice competently, and objectively, putting the interests of our clients foremost while observing the law and our duty to any Court or Tribunal, and also to avoid any conflict of interest.

Solicitors are under a professional and legal obligation to keep the affairs of their clients confidential. This obligation, however, is subject to a statutory exception: recent legislation on money laundering and terrorist financing has placed solicitors under a legal duty in certain circumstances to disclose information to the National Criminal Intelligence Service. Where a solicitor knows or suspects that a transaction on behalf of a client involves money laundering, the solicitor may be required to make a money laundering disclosure. If this happens, we may not be able to inform you that a disclosure has been made or of the reasons for it because the law prohibits 'tipping off'.

Confidentiality and outsourcing of services

We are under a strict professional duty of confidentiality to you, and although we reserve the right to use subcontractors or external agencies for call answering, typing, legal drafting, legal expertise, technology, data filing and back up services, book keeping, research, photocopying, printing, searches, and such like we will take care when selecting these persons or agencies to ensure that your confidential information is safeguarded.

You agree that we are authorised to disclose that you are a client of the firm or that we have acted for you on a particular matter.

We hold data electronically and destroy originals of all documents within up to 6 months of an electronic copy having been made. Should you require your documents in future, then we reserve the right to make a reasonable charge for preparing physical copies.

We record both incoming and outgoing telephone calls electronically so we may work more efficiently. Recordings are stored securely, and may be used for training, or monitoring purposes.

Also, for certain services, in order to enable you to have remote access to information about your matter we use cloud computing hosted by Microsoft. Your data is stored within the EU securely.

Referral Arrangements

We sometimes have referral arrangements in place with third parties who introduce a new client or to whom we introduce our clients. This will generally be in the form of affiliate arrangements where we pay or receive a percentage, it is typically 10%, of the fees received. Such payments come out of our own fees or the fees of our affiliates, and are never added on as an extra item for you to pay. Where they occur, such arrangements in no way affect our independence. No details of your matter are disclosed to referrers. If you have any questions on any aspect of the transaction, or feedback following a referral, please raise this directly with us.

Quality standards

We are working towards the Lexcel quality standard of the Solicitors regulation authority. As a result of this we are or may become subject to periodic checks by outside assessors. This could mean that your file is selected for checking, in which case we would need your consent for inspection to occur. All inspections are, of course,

conducted in confidence. If you prefer to withhold consent, work on your file will not be affected in any way. Since very few of our clients do object to this we propose to assume that we do have your consent unless you notify us to the contrary. We will also assume, unless you indicate otherwise, that consent on this occasion will extend to future matters which we conduct on your behalf.

As part of our quality standards, following the initial contact regarding a new matter, we will confirm with you by letter the scope of the work. This letter should give you a clear understanding of what is being undertaken. We welcome any questions or concerns so as to avoid any future misunderstandings.

2. Instructions

Identity of the client

It is important that we are able to identify who is our client. Therefore, unless otherwise indicated, we are entitled to assume that the person (including an individual, firm or company) providing us with the initial instructions in relation to a matter is our client, including persons buying our services.

So, if for example, we accept instructions from lawyers (whether in the UK or abroad) they, and not the persons for whom they act, will be our client and responsible for settlement of all our invoices and for reimbursement of all our costs and expenses incurred in carrying out their instructions. If the client wishes us to make invoices out to and accept payment from another person, then we shall be pleased to do this. However, the responsibility for settling such invoice remains with our client.

New clients and start ups

We welcome instructions from new clients and startup companies. For all new clients we have a policy of requesting funds on account before carrying out any work. Also, for newly formed limited companies we expect the directors to be personally responsible for our reasonable charges and costs in connection with instructions made on behalf of the company. We may ask the directors to formally acknowledge an undertaking to this effect in our favour. Any extra time it takes us to obtain verification of joint instructions will be charged to the client in full.

Joint instructions

Where we are instructed by joint clients, or by a director or partner of a company on a matter that requires the consent of the other directors or partners, then we are entitled to only proceed with a given course of action once we are satisfied that it accords with the wishes of the other joint client, director or partner as the case may be.

3. Estimates

We will give you an estimate of likely costs at the outset, and wherever possible this will include fixed fees for known elements of the work. We currently provide various services, including searches, courses, copyright assignment, design logo registrations and trade mark registrations on a fixed fee basis. Explanations about these services and the scope that the fixed fee covers are set out in these Terms.

Estimates are valid for 2 weeks from the date on which they are given, unless otherwise indicated.

Scope of Fixed Fees

Our fixed legal fees are for the known, unopposed costs. All our design and trade mark services include necessary time for preparing

and filing the applications and overseeing them through to registration subject to there being no objections or oppositions.

The quality of the registration and our ability to provide the service within the fixed fees depend on our receiving complete and adequate answers to our questions.

Our fixed price packages and estimates assume you will provide us with the instructions in the form requested, and you will review documentation we send you to progress the work in a timely fashion. Otherwise extra charges may be incurred.

For all our trade mark registration services we rely on your completing our questionnaire and no time is included for reviewing other sources, such as your website except for Gold service clients. Where we are completing work on a fixed fee basis extra fees may arise in certain circumstances, such as where we are left without instructions on your matter and incur time chasing for instructions. In cases of lack of instructions we may choose to close your file, set off our additional time against payments received from you, and notify you accordingly.

Other circumstances which may lead to further charges are where work outside the scope of a package, fixed fee, or other retainer is required, such as to explain the status of your work to a new point of contact, consultancy to discuss trade mark examination reports, or to take subsequent action. For further general information on our fees see further below 'Hourly rate billing and scope of fixed prices'.

Hourly rate billing and scope of fixed prices

Further work required, such as during a UK or CTM trade mark application, or for work which is outside the scope of a retainer service, is wherever possible, agreed with you in advance and budgets set. The fee will depend on the work entailed, and is usually invoiced at the end of the month in which the work is undertaken (although we may, at our option, request payment in advance). Once we offer to do work for a fixed price, time we spend on that matter in the interim before you formally proceed with the fixed price work, is chargeable at our hourly rate of £250.

Similarly, if there is further work for us to do than anticipated, such as if the matter becomes urgent or if it becomes obvious the value or nature of the work to be undertaken differs from that originally envisaged an extra charge may arise. Where possible we will advise you of the appropriate increase as soon as we know. Our estimates and fixed prices are by reference to the time involved, the knowledge and skills required to perform the work, the importance and urgency of the matter, and its complexity. Our charges reflect what is fair and reasonable to both you and us, having regard to all the circumstances. In this way we offer a fair price to all our clients without focusing unduly on time spent.

Time spent on your matter includes reading and working on your papers, emails and other correspondence, writing up notes of meetings and conversations, obtaining quotes for you from agents abroad and preparation of any detailed costs calculations, and time spent travelling.

Preflight Brand Service

We offer three levels of a service known as Preflight: Bronze, Silver and Gold as detailed on our Brand Solutions brochure. The services available under the preflight packages are as detailed on the brochure and if you decide to purchase one of these, your order form will detail the solution that you have opted for. Under the Bronze service, you are entitled to 3 of the items, to 6 on Silver, and all of them on the Gold package. Prices are as set out in the price list accompanying our brochure, or in the information we send you.

Design and Copyright Registrations

For logos and general designs which have been made publicly available for less than 12 months, we offer a UK and EU design registration service. There are additional fees for extra designs beyond the first. The fees for additional designs vary depending on how many designs are required, and whether it is a logo or other type of design that is being registered. These are available on request.

Trademark Registrations - UK and European Word or Logo

We provide various trade mark registration services.

Our three trademark registration service options: Solo, Standard, and Gold are described in these Terms as well as the additional services we offer. They are suitable for an organisation's first trade mark application. We also offer a product known as Ally which is described below.

The trade mark packages cover either UK or EU registrations. The Solo package is in one class, and further classes may be purchased for it later if desired before the application is filed. Our Standard and Gold packages cover up to three classes. If more are needed, additional classes may be bought before the application is filed. The fees for each package and extra services are indicated in our Schedule or in the price information we send you, if you do not buy online. Similarly, the additional price for logo registrations is detailed there.

Our Ally product is designed to enable you to do your own trade mark drafting and filing of a UK trade mark. It includes a search and classification identification for 3 classes, and a quick review of your application form to identify glaring errors evident on the face of the application, but is otherwise a self-help resource. We will be able to draft and file the trade mark application for you, whether as a UK mark or an EU mark if you subsequently decide you would prefer not to file your own application. The price for this service is available on request.

Our Gold service includes up to three identical searches of the UK and CTM registers if there are problems with the first or second choice names. Once the initial search is completed and you have a finalised name to proceed with internationally we will do an identical clearance search of the following registers, (subject to an additional charge for retrieval of more than 50 results): U.S. Federal; U.S. State; Canada; Mexico; Argentina; Brazil; Colombia; Uruguay; Venezuela; Austria; Belarus; Benelux; Bulgaria; Croatia; Czech Republic; Denmark; Estonia; Finland; France; Germany; Hungary; Ireland; Italy; Latvia; Liechtenstein; Lithuania; Monaco; Norway; Poland; Portugal; Romania; Russian Federation; Slovak Republic; Slovenia; Spain; Sweden; Switzerland; Turkey; United Kingdom; European Community Trademarks; Australia; China; India; Japan; New Zealand; Singapore; South Korea; O.A.P.I; and the International Register.

Other fees, VAT, Official Registry/Government fees

For EU and other trade mark or design applications involving foreign currency and bank charges, we add an administrative fee of £95 plus VAT to cover bank charges, and sundries such as postage.

VAT

All prices are exclusive of VAT, which is added to all fees and government dues.

Limits on searches

Searches may be carried out by us, by Patent Offices or by an independent specialist search firm. Due to the limitations and occasional errors in classifications, computer databases and errors in official records, and due to incomplete information we may be

supplied with prior to a search, no search can be guaranteed for fullness or complete accuracy.

Scope of trademark searches

Our searches are of the UK and CTM trademark registers, and do not include the individual country registers of EU states unless otherwise specified.

Our free trade mark search tool is provided purely to give you an indication of the UK registers and should not be relied upon as a pre filing trade mark search.

All our trademark packages include an identical word search of the UK and CTM registers. Where further searching would be beneficial for your mark, we will advise you when sending you the search results, and give you an opportunity to reduce your risks by having more extensive searches.

Our stand alone identical search covers:

- a) For a word mark only, an identical word search of the UK and CTM registers, and an initial opinion on registerability; or
- b) For a logo mark, the discrete graphical elements of the logos are identified and searched on, such as the font or any devices, and the results reported. Due to the way in which logos are classified by trademark registries the inherent nature of logo searches may result in less precision.

No guarantees are given that names or logos searched will be problem free during the trademark registration process, and you should satisfy yourself that the searches you have requested are adequate for your purposes.

Refunds

We provide a free search facility so that you may check whether the exact same name is already registered as a trade mark.

We do not issue refunds for any reason, except where at our discretion we consider that a credit note would be desirable. Trademark work is front loaded, so that substantial time will have been spent on the matter by the time the classification research and searches are completed.

Subsequent to filing your application, if for any reason the application fails there is no entitlement to any refunds.

Products

The term "Products" covers webinars, workshops, and other courses, eBooks, video tutorial systems, our TM Ally product and any contract templates insofar as these involve our supplying general information rather than a one to one service tailored specifically to your individual requirements and circumstances.

Disclaimer

Our Products contain useful information on Intellectual Property, Internet, Employment, and Technology law and are intended for information purposes only. Information does not constitute legal advice for the matters it discusses. Legal advice may only be provided by a qualified professional adviser who is familiar with your individual circumstances, and who is advising you on a particular set of facts.

Specifically any contract templates included are designed to be of general application, and require tailoring to the particular requirements of your transactions. Rarely will it be appropriate to simply use such templates off the shelf without adaptation to your specific circumstances. We will not be liable for the use you make of the templates or Products unless we are engaged to offer one to one advice to you for your particular requirements.

For the avoidance of doubt, your use of the Products does not constitute a solicitor/client relationship. Even if a solicitor/client relationship already exists between us, our Products do not constitute advice to you on a specific problem even if it is similar to matters discussed in the Products. Please contact us if you require such advice, because there may be some aspect of your circumstances that throws a different slant on the advice we would offer, or the options we would recommend.

Therefore, please do not use our Products unless you accept that any action you do take without legal advice in reliance on our Products is entirely at your own risk.

While all attempts are made to verify information contained in our Products, in view of human errors or changes in the law or internet technologies in the future, we expressly disclaim any and all liability or warranties, express or implied as to the accuracy or reliability of any information obtained from the Products.

All Products are provided on an 'as is' basis and we shall not be liable for any damage or losses of any kind whether direct or incidental as a result of the use or non-use of the Products. We recommend you check periodically to ensure you are using the most up to date edition of a Product or to find out if we have decided not to update a given Product and to discontinue it.

Use of Products

We own the copyright in the Products and give you a non-exclusive and non-transferrable licence to use the Products solely for personal use but not to provide the Product or any part of it, for re-sale, re-publication or re-distribution or for free use by others unless specifically permitted. You may not translate, disassemble, decompile, reverse engineer, adapt, vary or modify the Product in any manner by any means.

No licence is provided to sell on the Product for commercial gain, nor is there a licence to adapt and sell on to others, or to permit others to use the Azrights copyright materials.

Returns

The Products are of a digital nature and therefore there is no automatic right of refund or cancellation after the Product has been purchased by you in accordance with Regulation 13 of the Consumer Protection (Distance Selling) Regulations 2000. However, if you are not satisfied with any Products please let us know why, and we will consider whether to offer a refund provided you contact us within a reasonable time of purchasing the Product.

Ownership of the site

All intellectual property rights in the materials contained in this website belong to Azrights Solicitors or its licensors, and your use of this website and the information available through it is subject to these terms of use as amended from time to time. By using our website, you accept these terms and conditions in full.

The material on this site may only be reproduced or re-used for internal, non-commercial purposes. This means you may download, view, copy and print pages from this website, but only for your own personal use subject to your agreement not to:

1. Republish material from this website
2. Sell, rent or sub-license material from this website
3. Reproduce, or otherwise exploit material from this website for a commercial purpose.
4. Redistribute material from this website except for content specifically and expressly made available for redistribution, such as some of our eBooks.
5. Not to modify material from this website such as by defacing or removing our copyright notice from print outs.

Virus checking

We cannot guarantee that documents or files downloaded from this website will be free from viruses and do not accept any responsibility for damage or loss caused by any virus. For your own protection you must use virus checking software when using this website, and we ask that you virus check any document or file which you intend to post or provide to us via this website.

Choosing Brand Name or Consultation

By using our naming service, you agree to use Azrights trade mark filing service once a name is selected, whether this is a name we put forward, or one that you yourself invent.

If you opt to choose your own brand name using our consultation service you may send us names you are considering shortlisting and we will provide feedback about the suitability of the name based on our initial quick searches, and knowledge of trade mark requirements. In this way we will assist you to select a short list of 3 names.

If you are litigating

If we are involved in litigation on your behalf and you are successful against an opposing party, you may be able to recover a proportion of your costs from the other party. Costs orders are in the discretion of the court and you should bear in mind that even if you win, your opponent may not be ordered to pay all of your costs and indeed may not be capable of paying those costs. If your opponent is legally aided it is unlikely that you will recover your costs even if you are successful, due to the nature of Legal Aid Orders. Where we are representing you in court proceedings, you are responsible for payment of our fees irrespective of the amount of any costs that may be awarded by the court or recovered from the other party.

We will charge for our work in seeking to quantify any costs which the other side is ordered to pay, including work in the preparation of the bill and other papers. The cost of this work is often not recoverable from the other side whatever the outcome. If you lose the case it is probable that you will be ordered to pay all or some of your opponent's costs as well as your own. We will also charge for our work in seeking to minimise any costs that may be payable to the other side.

Disbursements

In addition there may be other costs and expenses ('disbursements') that will be payable during the course of your matter. Your acceptance of these terms constitutes your agreement for us to incur the expenses which in our judgment may be necessary. Where possible we will advise you of these in advance. Please note that third parties (such as Counsel) may alter their fees, and it may not always prove possible to alert you to any changes or further expenses in advance of incurring them on your behalf. Disbursements are itemised separately as disbursements on our invoices, and may include courier charges, travelling expenses, bank charges, or telephone, fax, copying and postage. Where appropriate these will have VAT added at the prevailing rate in force.

Invoicing

For fixed price work, where you pay online, we issue a VAT invoice when we confirm the transaction. For certain matters we take a

payment on account of costs from you. We reserve the right to render interim bills at a frequency we deem appropriate to the matter in hand, and to defer work on your matter until payment is received.

In general once we have done the work, or (if it is a matter that requires work spanning over more than one month) at the end of the month, we issue a final or interim invoice, and use the amount held on account towards settlement of the invoice. We then account to you for the monies held, and either request a further payment, or reimburse surplus funds, if any (should the work be at an end).

Whenever we are holding monies on account of costs for you, then we are entitled to transfer the monies into our office account once we issue an interim or final invoice for the work in question. For ongoing work, or if ad hoc work arises while we are doing fixed cost or other work for you, unless otherwise agreed we invoice you monthly at the end of each month for work done in that month.

Invoices should be settled within 14 calendar days, otherwise interest will be charged at 4% over the prevailing Barclays base rate, in accordance with Article 5 of The Solicitors (Non-Contentious Business) Remuneration Order 2009.

Domain name registration

Where you instruct us to register domains for you we may first require a power of attorney, and acceptance of our letter of engagement for domain registrations.

4. Your Obligations

You agree to comply with the money laundering obligations in clause 5. You accept that we will communicate with you electronically via email and the internet, and this includes communications or records that we may otherwise be required under applicable law to provide to you in written paper form. You agree that we may provide such communications or records by means of electronic communications, and if you are concerned about the fact that the internet is neither secure nor private you will inform us in writing of your concerns so that we may discuss with you alternative ways of communicating. Unless we receive your written objection to use of email, you accept that we cannot guarantee correct message routing or promptness of delivery. You undertake to provide us with all information, assistance and materials that we may request from time to time to facilitate our proper and timely performance of our services, and you warrant that all such information provided to us will be complete and accurate. We ask you to give us timely written instructions. Patent and Trade mark offices often impose time limits and we accept no liability if you do not provide clear and complete instructions early enough for us to act within those time limits. We will normally advise you of time limits, and of actions or instructions that are required, but we do not undertake to give reminders. If we receive late instructions, we may not be able to implement them in time. In the event of late instructions or late payment to us, urgency charges may be incurred, which will be passed on to you.

Change of address

It is important that you inform us of any change of address, email, telephone, and fax numbers and of any change in ownership of your patent or other relevant Intellectual Property rights. Many such changes have to be officially registered. Obtaining patents, trademarks and design rights can take many months or years. No responsibility can be accepted for any loss of rights in any case where you have failed to inform us of such changes.

Indemnity for threat of infringement proceedings

We ask you to indemnify us against the risks of our being sued for making an unjustified threat of infringement proceedings, in the event that you need us to send any warning on your behalf to a third party. The aim of this request is to maintain our objectivity in contentious matters, which would diminish if we were to become a party to any

proceedings. We may refuse to act for clients who do not provide the requested indemnity.

Copyright in materials we produce

You acknowledge that documents which we generate for you are protected by copyrights, which belong to us. The fee you pay for our work gives you an implied licence to make use of the documents for the purposes for which they were obtained and for all reasonably associated purposes; subject to your taking such copy protection measures as we may require for certain assignments where the product is to be uploaded onto your website.

Overall limit on the scope of our services

You acknowledge we are intellectual property and general commercial lawyers qualified to provide advice on intellectual property and business law matters. For advice on other legal or non-legal matters, such as financial or tax, you should consult other professionals, such as tax lawyers or accountants, as appropriate.

Instructions of third parties or introductions to other professionals

As part of carrying out your instructions, it may be necessary for us to instruct third parties such as foreign lawyers or patent agents, to act on your behalf. Whether we instruct the third party directly, or ask you to sign a power of attorney to engage them directly, or simply introduce you to a supplier of services you require, we will not be liable for any losses, liabilities, costs or expenses arising as a result of any default or negligence on the part of any such third parties. Whilst we endeavour to select third parties or introduce you to professionals whose performance and expertise we regard as of good quality, we may sometimes have limited knowledge of their work.

5. Money laundering

The law requires solicitors as well as banks, building societies and others, to obtain satisfactory evidence of the identity of their clients. To enable us to satisfy our obligations under the Money Laundering legislation, we reserve the right to check your identity at any time through credit reference agency checks, including asking you to supply appropriate proof of identity before we are able to act or continue to act for you or for any principal whom you may represent. We will also not be able to receive any funds from, or pay any funds to you or on your behalf unless all necessary identification and other procedures have been satisfied for the purposes of the Regulations. Please also see further provisions relating to these matters in the section entitled "Professional obligations and confidentiality".

For individuals and partnerships, the proof of identity we will require will usually be a current valid passport, photo card driving licence showing your current address, recognised identity card or equivalent showing your name, date of birth and photograph, together with a current utility bill, recent council tax demand or equivalent confirming your address. For companies, we may require a copy certificate of incorporation or copy audited statutory accounts together with personal identification in respect of the company's officers.

In the light of the Regulations and for insurance reasons we do not normally accept cash payments from or on behalf of clients and then only in special circumstances and for limited amounts of no more than £1000. If you circumvent this policy by depositing cash direct with our bank we reserve the right to charge for the time it takes us to deal with the administrative and other implications of your actions on us as a regulated body.

6. Complaints

We appreciate and act on feedback from clients. Any comments that you may have to improve our service should be directed to Shireen Smith.

We expect to enjoy a good professional relationship but in the event that you feel you have cause for complaint, then initially please contact the principal of the firm, Shireen Smith, clarifying the nature of the complaint, namely whether it relates to a bill or otherwise.

The firm takes complaints very seriously and abides by the complaints procedure indicated here. In brief upon receipt of your complaint we will immediately acknowledge it on the same day, and provide a prompt substantive response. We may invite you in for a meeting so you may voice your concerns. If this does not lead to a satisfactory resolution of the problem then we will refer your complaint to Ruth Gladwin Solicitor.

If you are still unhappy with the outcome then you will have 6 months in which to ask us to request that the Legal Complaints Service (LCS) intervene in the matter.

If the matter dealt with in any invoice relates to court proceedings then you may be entitled to have our charges reviewed by a Court. This is called an "assessment". The procedure is set out in ss. 70, 71 and 72 of the Solicitors Act 1974. We suggest if you intend to take this course of action that you seek independent legal advice.

Within 3 months of receiving a decision from the LCS you can write to the [Legal Ombudsman](#) who will review the manner the complaint was handled by the LCS and suggest a form of redress where appropriate.

7. Termination of retainer

We are bound by the Solicitors Regulation Authority's Code of Conduct and in some instances may not be able to act for you or may have to terminate the retainer for good reasons, and reserve the right to terminate the retainer if you withdraw consent to receive electronic communications from us. Other good reasons allowing us to terminate the retainer will include conflict of interest, failure by you to give instructions, misrepresentation of critical facts, or withholding of relevant information or acting contrary to our advice. Another good reason when we will terminate our retainer is where we persistently have to chase you for an acknowledgement of our communications, and also where you fail to pay our fees. Where feasible we will try to identify any issues in advance and discuss these with you before informing you of our decision to stop acting for you.

8. General

English law shall apply to the construction and interpretation of our contract with you and the English courts shall have exclusive jurisdiction to resolve any disputes arising under it. It is not intended that any terms of our engagement with you shall be enforceable by a third party, whether under the Contracts (Rights of Third Parties) Act 1999 or otherwise.

Acceptance of terms of business

By engaging our services you are deemed to accept our terms of business even if you do not sign them, unless you tell us otherwise within 7 days of instructing us by cancelling your order. Such cancellations will not be effective if you have waived this right by asking us in writing to begin work on your matter immediately. If you are acting on behalf of a company or partnership, you warrant that you are authorised to contract on behalf of that company or partnership. Furthermore, if you are acting on behalf of a newly formed limited company you agree to be personally responsible for our reasonable charges and costs in connection with instructions made on behalf of the company, and will confirm your personal liability to us in writing on request.