

THOMAS MANSFIELD LLP TERMS AND CONDITIONS OF BUSINESS

These terms are designed to explain the basis upon which we intend to act for you, the client.

1. QUALITY OF SERVICE

Our aim is to provide you with a high quality service which:

- identifies your true objectives;
- offers sound legal advice and commercial guidance;
- provides prompt and efficient replies;
- offers accessibility at reasonable times;
- gives clear and understandable advice;
- works for your best interest;

1.1 The scope of our work for you and timescale will be set out in a letter of engagement and any alterations will be agreed with or notified to you in writing. In working with you we do need your input and instructions.

2. OUR FEE STRUCTURE

2.1 Our fees vary depending on the solicitor's level of expertise (see below). Our fees are based on the time spent dealing with your matter such as meetings, telephone calls, drafting, perusing documents, preparation, reading letters and e-mails, writing letters and e-mails, travelling, attendances, waiting, etc. If we are asked to read documents before an initial meeting, our time spent doing this will also be charged. Fees are reviewed from time to time and you will be notified in advance of any increase.

London	Hourly Rates + VAT	All Other Offices	Hourly Rates + VAT
Partner	£290-£300	Partner	£225 - £250
Solicitor	£240 - £280	Solicitor	£160 - £235
Administrator	£100	Administrator	£75

Each hour is divided into 10 x 6-minute units and then multiplied by the solicitor's hourly rate. The first 6 minutes are recorded as 1 unit, the next 6 minutes as 2 units, and so on. For example, if the solicitor's hourly rate is £175 then a 10-minute telephone call will be 2 x 6 minutes x £17.5 per unit = £35. VAT at the prevailing rate (currently 20%) is then added to the total.

2.3 We may also charge for photocopying and faxes and any expenses (disbursements) such as barrister's fees, expert reports, court fees and travelling costs we incur on your behalf. This information will be itemised on a statement and will accompany the invoice.

2.4 We may increase our hourly rate for working outside of normal hours, complex issues, the speed at which action needs to be taken and the importance or value of the work. In such cases we will discuss this with you beforehand.

2.5 We charge a minimum fee to advise on a Compromise Agreement of £350 plus VAT in London and £250 plus VAT at all other offices.

2.6 We may on occasion agree to work on a fixed-fee basis such as our Lawyers4Work scheme. In such cases, the above fee structure will apply for any work outside the scope of such arrangement.

3. FEE GUIDANCE

3.1 At the beginning of a matter the solicitor will try and provide an estimate of the total fees if the matter proceeds to a tribunal hearing or the conclusion of your matter. This figure may change as your case progresses due to unforeseen or exceptional circumstances. If this happens, your solicitor will inform you.

3.2 In some cases, it may not be possible to provide an estimate. For example, if we are required to negotiate or if your matter requires a quick response. Unless an estimate has been given, the solicitor's normal hourly rate will apply. In these circumstances, you may wish to limit the fees by specifying a ceiling on the hours worked or date at which the solicitor should inform you of the fee level. You may then make a decision to change the ceiling or specify a different amount. If you decide not to continue, we shall invoice you for the work undertaken to date and any expenses incurred.

4. PAYMENT ON ACCOUNT

4.1 We have a strict policy requirement in relation to fees as follows:-

4.2 We require full payment for the initial meeting at the end of the meeting or in the case of an initial conference call at the end of the call. If you wish to instruct us to carry out further work, we will require a payment on account of fees and/or expenses. If you fail to make a payment on account we will be unable to proceed with your matter.

4.3 Payment may be made by cheque or most credit/debit cards.

4.4 Payments on account are held in our client account until such time as an invoice is rendered. Then, any monies held on account, will be offset either in full or in part against any interim or final invoice.

4.5 It is important to note that your total invoice may be greater than payments you make on account.

4.6 Any money received on your behalf will be held in our client account. Interest will be calculated and paid to you at the rate set by the Royal Bank of Scotland. That of course may change. The period for which interest will be paid normally runs from the date(s) when funds are received by us until the date(s) on the cheque(s) issued to you. The payment of interest is subject to certain minimum amounts and periods of time set out in the Solicitors' Accounts Rules 1998.

5. BILLING

5.1 Our normal practice is to invoice for the initial meeting or conference call and any work carried out prior to that point immediately and then to invoice any other work in progress at the end of each month.

5.2 The invoice is payable in full on delivery and may be paid by credit/debit card, cheque or BACS transfer. It is our policy not to accept cash. 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.

5.3 Invoices will be accompanied by a statement which provides a breakdown of how the invoice is calculated.

5.4 If you fail to pay an outstanding invoice we reserve the right to cease to act for you until the invoice is paid in full.

5.5 Any invoice unpaid for more than 28 days will accrue interest from the invoice date to the payment date at the rate of 2% above NatWest base rate.

5.6 We have the right to retain your file and any documents or property of yours we hold pending settlement of outstanding fees.

5.7 At any stage in the matter, if you have any reason to question any aspect of the invoice, please let us know at the earliest opportunity or in any event within one month from the invoice date and we will endeavour to resolve the issue. You have the right to object to our bill if you disagree with it. In the first instance, you should discuss the situation with me or our accounts department. If the matter cannot be resolved by us to your satisfaction you can apply for an assessment under Part III of the Solicitors Act 1974. If you are not satisfied with our handling of your complaint you can ask the Legal Ombudsman at PO Box 15870, Birmingham, B30 9EB, Tel: 0300 555 0333 to consider the complaint.

6. RECOVERY OF COSTS FROM OTHER PARTIES

6.1 If your case involves Employment Tribunal proceedings, you should be aware that although the Tribunal seldom makes an order that one party must pay all or part of the other party's legal costs, a Tribunal nevertheless has the power to do so in certain circumstances. Accordingly, you may become liable to pay the other party's legal costs in addition to your own.

6.2 If your matter involves court proceedings, and in the event that you are successful, it may be that you are entitled to payment for a proportion of your costs by some other party (eg an insurance company) at certain stages during the matter, and usually at its conclusion. In such circumstances attempts will be made to agree such costs that can be recovered.

THOMAS MANSFIELD LLP TERMS AND CONDITIONS OF BUSINESS

6.3 You will also be responsible for paying the charges and expenses of seeking to recover any charges and expenses that the Tribunal or court orders the other party to pay you.

6.4 In some cases interest can be claimed on those assessed costs as from the date on which the order for costs was made. We will account to you for such interest to the extent that you have paid our costs or expenses on account, but we are entitled to retain the rest of that interest if there are any outstanding invoices.

6.5 However, it is rare for such an assessment to result in the other party having to pay you the full amount of your actual costs. Even if such an assessment is made, you will remain responsible for payment of the full amount of our charges and any amount actually paid by the other party after an assessment will be accounted for to you.

6.6 If your case involves court proceedings and you lose, you may be liable to pay the other party's costs in addition to your own.

7. THIRD PARTY FUNDING

7.1 Payment of our charges and expenses, and/or your liability for another party's legal charges and expenses, may be covered by an insurance policy held by you. We suggest that you read any insurance policies you hold to determine if you have the benefit of a legal expenses policy.

7.2 We will discuss whether it would be advisable for you to take out 'after the event' insurance to meet the other party's legal charges and expenses.

7.3 If applicable, in some circumstances, for example a Compromise Agreement, your employer may make a contribution towards your legal fees.

7.4 Where a third party has agreed to pay all or part of our charges and/or expenses, an invoice will be raised in your name for such charges and/or expenses but marked payable by the third party. If the contribution of the third party is insufficient to cover our fees, you will be responsible for the balance. You remain responsible for the payment of our fees in the event the third party fails to pay our invoice either in full or in part.

7.5 If applicable, funding or representation might also be available from a Trade Union. We suggest that you check this.

7.6 Our policy is not to do Legal Aid work. If you think you may qualify for Legal Aid funding, we advise you to contact the Law Society who will be able to refer you to a firm of solicitors which undertakes Legal Aid work.

8. E-MAIL

8.1 Confidentiality cannot be guaranteed with e-mail and faxes. Information sent by e-mail or fax is at your risk.

9. PROCEEDS OF CRIME ACT/MONEY LAUNDERING REGULATIONS

9.1 Proof of Identity

The law now requires solicitors to obtain satisfactory evidence of the identity of their clients. In order to comply with the law on money laundering, we need you to provide us with original documents to verify your identity and address before or at the initial meeting. The types of documents necessary to fulfill this requirement are usually a driver's license (photo ID) or passport and a recent utility bill (not mobile phone) or bank statement. If we do not receive your documents within 14 days of your instructions, we may not be able to continue to act for you. If we are not meeting you in person and you are unable to get your original identity documentation to us we are obliged to undertake an online identity check using Experian. Your signature on these terms and conditions indicates your permission for us to undertake this check using your data.

9.2 Confidentiality and Money Laundering

Solicitors are under a professional and legal obligation to maintain client confidentiality. 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 Serious and Organised Crime Agency. 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, while we are acting for you, it becomes necessary to make a money laundering disclosure, we may not be able to inform you that a disclosure has been made or of the reasons for it.

10. DIRECTORS GUARANTEE

Insofar as we are being instructed by [], and as a condition for taking on the matter, we require [] to guarantee payment of all sums due to us. Please note that the director's signature amounts to confirmation of their guarantee. This means that if, and to the extent that, [] does not meet any outstanding liabilities to us or in respect of costs [] will be liable as a primary obligor, for payment of those liabilities.

11. CLAIMS AND LOSSES

11.1 Our liability to you for a breach of your instructions shall be limited to £3,000,000, 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. Copies of the firms' professional indemnity policy are available upon request.

11.2 We will not accept liability for delays or losses arising as a result of deficient instructions received from you or circumstances beyond our reasonable control. You should seek separate advice on any non-employment law issues such as pensions, taxation, personal injury or share schemes.

12. Applicable Law

12.1 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.

13. Consumer Protection (Distance Selling) Regulations 2000 ("CPDS Regulations")

13.1 If we have not met with you, the CPDS Regulations apply to this file. This means you have the right to cancel your instructions to us within seven working days of receiving this document. You can cancel your instructions by contacting us by post or fax to this office. Once we have started work on your file, you may be charged if you then cancel your instructions. If you would like us to commence work on your file within the next seven working days, please tick the box below marked 'commence work now' and return to this office by post, email or fax.

Commence work now

These Terms and Conditions of Business are effective from 01 April 2011 and supersede all other conditions sent to you. In order for us to proceed with your matter, we require a signed copy of these Terms and Conditions of Business for our records. In the meantime, your continuing instructions will amount to your acceptance of our Terms and Conditions of Business. I understand and agree to the above Terms and Conditions of Business.

Signed: or [For and on behalf of Company name:]

Print Name: Dated:

I consent to my file being audited by external Quality Assessors. Quality Assessors are required to maintain confidentiality in relation to your files.