

Terms and Conditions

The following terms and conditions of business apply with effect from 1 September 2017:

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1. Definitions

In these conditions “we” or “our” or “us” refers to Isadore Goldman Limited (Company No. 08377344) trading under the business name of Isadore Goldman; “you” or “your” refers to the purchaser of services from us; and “Retainer Letter” means the letter we send to you when you instruct us and which sets out the basis upon which we will carry out your instructions.

2. Basis of the Retainer

We will only act for you on the basis of our Retainer Letter and these conditions. They override any terms and conditions you suggest unless we agree otherwise in writing. In the unlikely event that the work we carry out for you has tax or pension implications or necessitate the consideration of tax planning strategies, we are not qualified nor do we agree to advise you on these. If you have any concerns in this respect please raise them with us immediately.

3. Our Charges and Expenses

- 3.1 Our charges are calculated principally by reference to the time spent by the fee earner and other members of staff engaged in the matter. This will include advising, meeting with you and others, dealing with the papers, making notes, research, correspondence, telephone calls, travelling and waiting time. The current rates for all our fee earners are set out in the Retainer Letter which accompanies these conditions. Routine letters and emails that we write and routine telephone calls that we make or receive will be recorded as units of 1/10th of an hour. Longer or more complicated letters, emails or telephone calls will be recorded on a timed basis. These rates do not include VAT which will be added to your bill.
- 3.2 Our charge-out rates are reviewed annually on 1st January. We shall keep you informed of any changes. If you have any query about the revised rates please contact us immediately.
- 3.3 In addition to the time spent we may take into account a number of additional factors which include the complexity of the issues in your matter, the expertise or specialist knowledge that the case requires and, if appropriate, the value of the action. Our rates may be higher if, for example, the matter becomes more complex than expected or if any urgent work or work outside normal office hours arises. We will of course notify you in advance if this becomes relevant.
- 3.4 It may be very difficult to give an accurate estimate of the costs which will be incurred on your behalf based on the time likely to be spent. The amount of work involved will to a large extent depend on how the matter develops. We will endeavour to provide you with an estimate in our Retainer Letter. This is not a fixed figure. The costs may be lower than that but we hope this is helpful to give you some idea as to what we believe will be your maximum exposure whether or not we make any recovery from the other side. If the maximum estimate is likely to be exceeded we shall of course give you as much advance warning as possible and explain why this has happened.
- 3.5 If you wish we can provide you with an approximate estimate of costs, say, at 6 monthly intervals or as the case proceeds to its next stage, so you can review the matter regularly and if need be set a limit on what you are prepared to expend. If you wish us to do this please let us know in writing for our records. We will in those circumstances inform you as soon as it appears the limit may be exceeded and will not exceed that limit without first obtaining your consent. If we do not hear from you, we will not provide estimates on a regular basis but will at appropriate stages give you as much costs information as we can, for example if the case is going to trial.

- 3.6 In addition to the charge out rates there will be certain extra expenses or disbursements which we may have to pay on your behalf such as Court fees, Counsel's or agent's fees which you will have to pay. Normally we would ask for these to be paid by you in any event before our costs. It is difficult to estimate how much these will be but they will be incorporated in your bill when it is rendered.
- 3.7 You will be required to provide to us with money on account of our anticipated costs and disbursements before we start or continue to work on your matter. Any amount required will be confirmed in our Retainer Letter. This will vary according to each individual case and is at the discretion of the fee earner but this will be needed to cover, as a minimum, Counsel's fees and Court fees. We reserve the right to ask for further sums on account if needs be as the matter progresses and shall use those monies to discharge in part or completely any bill which we render to you. Please note that we will not open a separate deposit account for you in respect of any monies held on your behalf. We shall nevertheless account to you for interest earned on these monies at the same rate as we would otherwise have received from our bank unless the sum is less than £20 in total.
- 3.8 If you fail to provide the required monies on account or fail to pay any interim bill raised we shall deem this to be a breach of your agreement with us under the terms of our retainer in which case we reserve the right to refuse to carry out any further work. We shall also ensure that if payment is not made a charge is rendered for work done up to that date and until such time as our outstanding fees are paid we shall retain your papers and if need be sue to recover outstanding fees.
- 3.9 In the event that you fail to pay us monies on account or fail to pay any interim bill raised or fail to provide instructions required when requested to do so we also reserve the right to apply to the Court for an Order declaring that this firm has ceased to act on your behalf. Any such application will not affect or prejudice our right to retain your papers until any outstanding costs due to us are paid.
- 3.10 In the event that you request further and/or updated information on our costs we will reserve the right to charge you for the time spent by us.

4. Billing Arrangements and Assessment

- 4.1 Our normal practice will be to send you an interim bill for our charges and expenses at the end of each month. If an interim bill is sent it will be treated by us as a final self-contained bill for the work undertaken in that period which means that we can sue on it if you fail to pay. You are entitled to ask for those costs to be assessed. See condition 4.3 below.
- 4.2 Our bills must be settled within 14 days of being rendered unless there is an express agreement in writing that the period is extended. Interest will be charged on unpaid bills (whether wholly or partly unpaid) on the expiration of the 14-day period at the rate of 8% per annum.
- 4.3 You do have the right to ask the Court to review our fees and check that our costs and expenses charged to you are not unreasonable, particularly if you are not happy about the number of hours spent by us. You must make this application - we will not do it for you. This is known as "assessment" and the fee earner dealing with you will explain this further if you wish. If you ask the Court for this within one month of the delivery of our bill to you, the Court will automatically order that the bill be assessed. If however you fail to make an application within one month the Court may order our costs to be assessed but possibly only subject to conditions. If you make no application within 12 months of the date the bill is rendered to you the Court is unlikely to direct that our costs are assessed unless there are exceptional circumstances. This applies in litigation matters only.
- 4.4 Alternatively when we deliver our bill, you are entitled to ask us within 3 months of the date of the bill to provide a more detailed account of the work we have carried out. Please be aware that if the detailed account, once prepared, shows a higher figure than our original bill, you will have to pay the larger amount. You will not, however, have to pay any of our costs in preparing the detailed bill which you have requested.
- 4.5 If you do have any complaint on our bill please address it to one of the Directors, or if they are dealing with your matter personally, to Frank Brumby or Andy Taylor as appropriate.
- 4.6 You have primary liability for payment of your charges and expenses in all cases even if an indemnity for costs or an order for costs is obtained from or against someone else.

5. Other ways of Funding Legal Costs and Expenses.

- 5.1 If you have insurance which may cover the costs and expenses for any matter you must tell us so that we can investigate. You may have a specific insurance policy or cover under a more general insurance policy.
- 5.2 We will discuss with you in each case whether our charges and expenses might be paid by someone else; even if they might be, you are initially responsible for paying our charges and expenses and any further charges and expenses incurred in seeking recovery from someone else. Please also note that in contentious

cases even if you win your opponent may not be ordered to pay all of the charges and expenses you have incurred or it may not be possible to recover all of them, particularly if your opponent is legally aided or does not have the means to pay. It is, in that respect, very important for you to understand that as a result of the changes in the court rules whatever costs and expenses you may recover from your opponent will be limited to the budget which may have to be filed by us with the Court during the proceedings. The Court now takes a far more active role in determining what costs and expenses may be payable by the other party and this in turn may widen the gap between what you have to pay to us as your solicitors and what contribution is due to be paid by the losing party to you. This covers both our costs, and expenses such as counsels' fees which we may incur on your behalf.

5.3 If you get an Order from the Court that someone else should pay some or all of the charges and expenses that you have incurred you can usually claim interest from the date of the Order. If you are successful and costs and interest are recovered from the other side, then to the extent that any of our charges remain outstanding and not yet paid by you, we shall retain all or some of those costs and interest recovered and apply them to our outstanding costs by way of deduction.

5.4 There may be occasions where having requested money on account you are not in a position to provide it in cash terms. We may then consider asking for security for our costs, such as a mortgage or charge over property you own. If that is agreed, please note that by providing us with a mortgage or charge we are not (unless we expressly agree to the contrary) giving up any rights we have to retain your papers we hold and in particular the lien which we have under section 73 of the Solicitors Act 1974 over any monies which are recovered in the proceedings upon which we are or have been retained by you. If you do not understand this please ask and we shall explain.

6. Other Parties' Charges and Expenses

6.1 If you are unsuccessful in proceedings commenced or defended against another party, you will have to pay (in addition to all our costs, disbursements and expenses) that party's costs subject to an assessment of those costs if necessary by the Court. Further, if that other party has funded the litigation under a Conditional Fee Agreement you will be liable to pay not only that party's basic costs (as assessed by the Court) but also, again subject to the Court's assessment, a success fee and any insurance premium that the other party has paid to insurers to fund its own adverse costs insurance. You should be aware that those costs may be linked to a budget which we have agreed with your opponent – see condition 5.2 above. Please ask us if you would like more information.

6.2 If during the course of the proceedings unreasonably the question of mediation or Alternative Dispute Resolution (“ADR”) arises, it is important this is considered by you. If you reject mediation or ADR this may have adverse costs implications, particularly if you ultimately win your case. We shall be happy to explain this to you at any time.

7. People Working for You

The Retainer Letter will specify who will carry out your work, what their status is, who their supervisor is and any other person who may work on the matter. We try hard to avoid changing those people but if this cannot be avoided we will notify you promptly. In the event of other people not named in the Retainer Letter becoming involved, we reserve the right to charge at the applicable rate for that person, but that rate will not exceed the highest rate referred to in the Retainer Letter unless we have given you prior notice.

8. Your Money

8.1 If we have to make a payment on your behalf then we must be provided with cleared funds before the proposed date for payment. A cheque needs five working days from receipt to clear. Please be aware that any monies we hold on your behalf will form part of your compensation limit (currently £85,000) under the Financial Services Compensation Scheme (www.fscs.org.uk).

8.2 This firm will not be liable for any losses which result from any banking failure. If you are in any doubt or uncertainty regarding the monies which we intend to hold for you at National Westminster Bank plc you must advise us immediately.

9. Distance Contracts

If the agreement between us and you for the supply of legal services is governed by the Consumer Protection (Distance Selling) Regulations 2000 as amended by the Consumer Protection (Distance Selling) (Amendment) Regulations 2005 at any time whilst we act for you, you have the right to withdraw without charge any new matter on which you instruct us within seven working days afterwards. That right will cease if we start work with your consent within that time.

10. Financial services

If during this transaction you need advice on investments, we may be able to provide certain limited investment services where these are closely linked to the legal work. If you require more detailed advice then we may have to refer you to someone who is authorised by the Financial Conduct Authority, as we are not.

11. Conflicts of Interest

Conflicts between your interests and those of another client can arise. If they do we may have to stop acting for you and/or the other client involved. For example, if we discover information whilst acting for another client, which we would normally be bound to disclose to you, and such disclosure would conflict with our duty to the other client, then a conflict will arise. If that happens we have the right to withhold that information and to end our retainer. If we have to do that then all the charges and expenses together with VAT up to the date of termination will be charged and become due.

12. Partnerships and Companies

12.1 If our instructions are from a partnership, company, corporation, society, unincorporated association or trust, we will assume that we are entitled to take instructions from any partner, officer (such as a director or secretary), committee member, trustee (as appropriate), or senior employee unless you inform us, in writing, that we may not do so.

12.2 If our instructions are from a partnership each of the partners is jointly and severally liable for payment of our bill(s).

12.3 If our instructions are from a company, the directors will be personally liable (jointly and severally) for our charges if the company does not pay our invoices when they are due for payment. If this happens we reserve the right to credit the invoice to the company and issue invoices to any one or more of the directors.

12.4 If our instructions are from a limited liability partnership (LLP), the members will be personally liable (jointly and severally) for our charges if the LLP does not pay our invoices when they are due for payment. If this happens we reserve the right to credit the invoice to the LLP and issue invoices to any one or more of the members.

12.5 If our instructions are from a corporation, society, unincorporated association or trust ("organisation"), the executive officers/trustees of the organisation will be personally liable (jointly and severally) for our charges if the organisation does not pay our invoices when they are due for payment. If this happens we reserve the right to credit the invoice to the organisation and issue invoices to any one or more of the executive officers/trustees.

12.6 The personal obligations under conditions 12.2-12.5 above are reflected in the Retainer Letter.

13. Communication between Us and You

13.1 We are confident of providing a high quality service in all respects. If however you have any queries or concerns about our work or your bill you should first raise them with the person carrying out the work or his or her supervisor. If that does not resolve the problem to your satisfaction of you would prefer to speak to someone else then you should contact Frank Brumby or Andy Taylor. A copy of our Complaints Handling procedure is available upon request.

13.2 We will try to resolve problems that may arise. It is therefore important that you immediately raise any concerns you have with us. We value your instructions and would not want to think that you had reason to be unhappy. If you are not satisfied with our handling of your complaint you can ask the Legal Ombudsman. Their contact details can be found at www.legalombudsman.org.uk. Normally, you will need to lodge a complaint to the Legal Ombudsman within six months of receiving a final written response from us about your complaint.

13.3 We will assume, unless we hear from you to the contrary, that we may correspond with you by way of an email address that you give to us. Such communication is capable of data corruption and therefore we do not accept any responsibility for changes made after despatch. It may therefore be inappropriate to rely on the content of any e-mail without written confirmation of it from us. We do not accept responsibility for any errors or problems that may arise through the use of email communication and all risks connected with sending sensitive information by this method are borne by you. If you do not agree to accept this risk, you should notify us in writing immediately that e-mail is not under any circumstances an acceptable means of communication. It is your responsibility to carry out a virus check on any attachments received.

13.4 If you have any form of disability which makes it difficult to make use of our services, please inform us and we will do our best to assist.

14. Money Laundering

14.1 We are obliged to comply with all UK laws and regulations to counteract money laundering and other criminal offences (including tax offences whether in breach of UK tax laws or tax laws of any other country). This

means that we need to obtain evidence of your identity as a prerequisite to accepting instructions. Furthermore any transaction in which you are involved which deals with cash or with monies whether or not it is remitted from overseas may not be completed or progressed within a period of less than 8 working days. For this reason we do need to be told at the beginning of our retainer by what means (cash or cheque) any money is to be transferred by you to us for any transaction. If it is to be by cheque or cheques then we will need to know from which account or accounts these have been drawn. We reserve the right only to accept cash up to £500 in settlement of any account we raise or in respect of any transaction which we are to complete on your behalf. If you do try to deposit cash with our Bank direct we reserve the right to charge for any additional checks we need to carry out in connection with the source of the payment. Solicitors are under a professional and legal obligation to keep the affairs of the client confidential. This obligation is, however, subject to a statutory exception: recent legislation in 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. It is therefore important that you provide us with all or any information which we require of you on any matter fully and frankly.

- 14.2 In certain circumstances the above obligations may cause us to take the decision that we must stop acting for you. 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. In such a situation it is likely that we would be prevented from explaining to you the reasons why we have decided to stop acting or that a disclosure has been made or the reasons for it because the law prohibits "tipping off". This means that if it becomes necessary to make such a disclosure we may not be able to inform you that it has been made or of the reasons for it. However we should make it clear that if in the course of complying with our statutory money laundering obligations we take a decision in good faith and our decision is subsequently shown to be unfounded, we will not be liable to you for any direct or consequential losses arising out of our decision.

15. Your Responsibilities

- 15.1 If we are to meet your expectations of our performance, we need your co-operation. From time to time we need information from you and we may need decisions by you at certain stages of our work. As your agents, we can only act on information and instructions given to us.
- 15.2 We rely on you to provide us with all relevant information on a timely basis and to tell us as soon as possible of any change of circumstances. If we require information or decisions from you and they are not provided to us, we accept no liability for the effects of delays and other consequences which may thereby arise.
- 15.3 As your solicitors we are under a duty to take positive steps to ensure that you appreciate at a very early stage of any litigation the importance of not destroying documents which might possibly have to be disclosed. That obligation is a continuing one and it is therefore important that you let us have your file of papers at the very beginning.

16. Limitation of Liability and Insurance

- 16.1 The aggregate liability of Isadore Goldman, its Directors, employees and agents whether in contract, tort, negligence, breach of statutory duty or otherwise for any loss, damage, costs, expenses and/or interest arising under or in connection with our professional legal services, and suffered or incurred directly or indirectly by you (together with such other parties as we and you should have agreed may have the benefit of and rely upon our professional legal services on the terms thereof) shall be limited to £3,000,000.
- 16.2 Nothing in our Retainer Letter or these conditions shall exclude or restrict our liability to you for death or personal injury resulting from our negligence or for fraudulent misrepresentation or in any other circumstances where liability may not be so limited under any applicable law.
- 16.3 Subject always to the agreed limit in condition 16.1 above, our liability to you shall be limited to such sum as it would be just and equitable for us to pay having regard to the extent of our responsibility for the loss, damage, cost or expense and the responsibilities of all other persons.
- 16.4 You agree that our liability should not be increased by:
- (a) Any limitation, exclusion or restriction of liability all or any of you agree with any other person or any joint insurance or co-insurance provisions between all of you and any other person; or
 - (b) Your own ability to recover from any other person or your decision not to recover from any other person.
- 16.5 Where there is more than one entity for who we act in pursuant to this retainer letter the aggregate limit of liability specified above will be allocated between them. Such allocation is entirely a matter for you and the other party(ies) provided always that if (for whatever reason) no such allocation is agreed, you shall not be

entitled to dispute the validity, enforceability or operation of the limit of liability on the ground that no such allocation was agreed.

16.6 Any director, employee, or agent of Isadore Goldman may rely upon and enforce this limitation in that person's own name and for that person's own benefit.

16.7 We will not be liable to you in the event that you suffer any losses, claims, damages or expenses as a result of the provision to us of incorrect information or non-disclosure of material information.

16.8 We will bear no liability for loss, damage or delay however arising caused by circumstances outside of our control (of whatever kind).

16.4 Full details of our professional indemnity insurance can be provided upon request.

17. Inspection and Storage of Papers and Documents

17.1 Documents on your file will normally belong to you as the client save for all documents prepared for our benefit and protection. These include all attendance notes on the file whether they record conversations with you or with any third party. Such attendance notes at all times are and remain our property and will not, without our written permission, be available for you or any other person to see.

17.2 Following termination of our retainer we will either store your file without charge to you for six years or such longer period as we reasonably consider to be necessary. After that time we will confidentially destroy them. Alternatively we may convert your file to a digital only copy in which case we will destroy your file or send it to you if you request us to do so in writing.

17.3 Where we have to retrieve papers or documents from storage in relation to continuing or new instructions to act in connection with your affairs we reserve the right to charge for that retrieval. We may also charge for copying and/or reading correspondence and papers or other work necessary to comply with those instructions given by you or on your behalf.

18. Data Protection Policy

18.1 You consent to us collecting, storing and processing certain personal data about you and, where you are an employee of a company, about the company's servants or agents.

18.2 The data will be used for anti-money laundering checks, to provide legal and associated services and for the purposes set out below. Other than as set out below the data will not be used other than in the normal course of our business.

18.3 We may disclose information about you to our financiers, insurers, credit reference and debt recover agencies, third party service providers and any regulatory body or any other person if required to do so by law. The third party will add this information to its records and this may be seen by other organisations that carry out credit assessment searches.

18.4 We may use the data to notify you about other legal or financial services that we offer. This communication may be by post or email. We will provide you with an opportunity to opt out of receiving further marketing information.

18.5 You may request at any time that we stop using your information and stop sending information to you or that we stop passing your information to third parties, by writing to us. If you withdraw consent to credit reference checks we may refuse to do any further work for you.

18.6 You can obtain details of the personal data that we hold by writing to us to request this. There is a fee for this service.

18.7 We may disclose your information to any person that we propose to transfer our rights and/or responsibilities under any contract with you, to which these conditions apply, or to whom we transfer our business or a relevant part of our business. Any such person shall be entitled to process your data in the manner set out in these conditions.

18.8 Information about you may be transferred outside the European Economic Area (which countries may not provide similar protection as the UK) for the purposes of carrying out your instructions. By agreeing to be bound by these conditions you consent to this transfer of information.

19. Disclosure of Advice

Our advice is provided to you and may not without our consent be disclosed to anyone else. You may not refer to us or our advice in any further communication or document without our prior written consent.

20. Independent Services

When we are asked to recommend the services of someone else (such as Counsel, a surveyor, trade mark agent, accountant or foreign lawyer) we will always do so in good faith. However we give no warranty in respect of that standing, ability or quality of the services of that person. We do not accept liability for that person's services and you will have a contract with that person but not with us in respect of that person's goods or services. You will be responsible for the charges and expenses of that person.

21. Retention of Work and Counsels' Opinions

We may choose to keep copies of work produced or obtained by us whilst representing you. These may be kept on our internal know-how databases but will be accessed only by our staff. We will comply with the SRA guidance in any use of counsels' opinions.

22. Termination

22.1 You may terminate your instructions to us in writing at any time but we will be entitled to keep all your papers, documents and any sums which we hold in our client account (which may either be funds which you have provided or which we have recovered on your behalf) whilst there is money owing to us for our charges and expenses. This is known as a lien for unpaid costs.

22.2 In some circumstances we may consider we ought to stop acting for you, for example, if you cannot give us clear or proper instructions as to how we are to proceed or if it is clear that our relationship with you has broken down. We may also decide to stop acting for you, for example if you do not pay an interim bill or do not comply with our request for a payment on account. If we take this step we will advise you in writing and give reasons where we can.

22.3 To facilitate any termination, we may provide you with a Notice of Change of Solicitor which we will ask you to sign so that you take over the case from us.

23. Equality and Diversity

We are committed to promoting equality and diversity in all of our dealings with you, other people and our employees. Please contact us if you would like to receive a copy of our equality and diversity policy.

24. Invalidity of any Contractual Term

In any provision of these conditions is held by a Court or competent authority to be invalid or unenforceable in whole or in part the validity of the remainder of these terms and conditions and of the remainder of the provision in question shall not be affected by that decision.

25. General

25.1 Our advice is given on the basis of the laws of England and Wales. To the extent that we advise on documents governed by the laws of other jurisdictions, we will not be advising on any specific implications of the laws of those jurisdictions.

25.2 These conditions are governed by English law and any disputes arising in connection with these conditions are subject to the exclusive jurisdiction of the English Courts.

25.3 Our contract is personal between you and us and is not intended to confer any rights of enforcement on anyone else.

Isadore Goldman Limited is authorised and regulated by the Solicitors Regulation Authority (SRA number 598736) Company No 8377344 Registered office:

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