

TRINITY CHAMBERS LLP

ADVOCATES AND NOTARIES PUBLIC

CONVEYANCING AND PROPERTY

TERMS AND CONDITIONS OF BUSINESS

General

We appreciate that in order to have a good working relationship with you it is necessary for you to understand the way we operate. These terms and conditions of engagement are designed to answer your general enquiries, although you should not hesitate to ask if you require further information.

We recognise that you may require a focal point for your instructions and you will therefore be advised of the Advocate responsible for supervision of your file and the member of staff who will have day to day responsibility for the work which we are undertaking on your behalf.

When considered appropriate, we will communicate with you by way of letter, fax, e-mail or telephone, or any combination of the above, at the address or number last supplied to us by you in communication generally. We do not encrypt messages unless by prior agreement and cannot guarantee security of any transmission in any event and accept no responsibility or liability in respect of the same. If you do not wish us to communicate with you by any particular method then you must instruct us accordingly.

All work which is carried out by the firm for you is ultimately the responsibility of the partners of Trinity Chambers LLP and if, at any time, you wish to discuss any matters arising from the services provided, fees charged or indeed have any questions on the terms of our accepting your instructions, you should contact Advocate Andrew Ayres.

Objectives and scope of work

Our objective is to provide you with a quality service which, to us, means dealing with your work efficiently and promptly and keeping you informed of developments on a regular basis.

We only provide legal services in relation to matters of Guernsey law.

We do not provide advice in relation to matters not considered by us to be directly related to your instructions; including investment advice or advice on tax or accounting related matters of any kind. Further, we will not advise, or be under any duty to advise you, on the commercial implications of any matter or transaction with which you are involved unless we agree to do so in writing.

You are responsible for arranging finance and meeting any pre-conditions imposed by your bank. You are responsible for arranging your own survey or valuation: *caveat emptor* ("buyer beware") applies under Guernsey law, and it is not part of our service to interrogate the other party in a transaction to establish matters which a survey report (or other specialist investigation such as a drain survey) would reveal. We undertake no responsibility to carry out any searches of Environment Department records, nor do we advise on planning matters unless specifically requested to do so. These are generally matters which would be better addressed to your surveyor.

Hours

Our office and our telephone switchboard are open from 9:00 a.m. to 5:00 p.m. from Monday to Friday, although we are normally able to see or speak to you outside of these hours. We have an answerphone to take telephone messages if our switchboard is not in operation; our email and facsimile facilities are constantly available.

Client Due Diligence

We are legally obliged to verify your identity and address and undertake certain compliance. We reserve the right not to act for you or to cease acting for you at any stage if you do not cooperate with our requests for such information. We accept no responsibility for loss caused by our being obliged to cease acting for you on account of your not having complied with our client due diligence requirements.

Basis of Charging Fees

There is no longer a tariff charge for conveyancing work (i.e. a fee calculated by applying a fixed percentage to the value of the property which the transaction involves). Instead, the fees we charge are based on the amount of time we reasonably spend dealing with your matter and the nature of the work undertaken.

We will always provide you at the outset with an estimate of fees. Whilst every care is taken to provide an accurate fee estimate and wherever possible we will not exceed the estimate we have given, there are occasions where matters beyond our control or which were not foreseen at the outset will result in a higher fee being charged. An estimate is only that: it is only an indication of the amount anticipated as being the likely charge and shall not be considered as an agreed fee unless specifically confirmed in writing as such by us.

Additional expenses (disbursements), may be charged; for example, The States of Guernsey Environment Department charge £70 (correct at the time of creating this document) to process an application for an Immunity Certificate. Court and registration fees will be charged by the Greffe for the registration of your contract. We may ask you to pay something on account of our fees and expenses to cover such disbursements.

We will never charge for the additional work involved where you are buying a property from an unrepresented vendor. Our estimate will relate only to the work we undertake for you. We will charge an additional fee for work not contemplated in our original estimate, such as the preparation and use of powers of attorney, or work involved in drafting or approving agreements in relation to boundaries, rights of way or the like or occupation licences where completion is delayed.

Where a transaction does not complete, whether or not the failure to complete was within your control, we are entitled to raise a note of our fees for the full amount of our estimate, if appropriate, or a proportionate part depending on the time we have spent dealing with your matter and the amount of work we have undertaken. If we agree to waive our fee for a transaction which has not completed (which will always be on terms that you will instruct us within a specified time on another transaction) we reserve the right to charge our full fee and interest (as calculated in the next section) if you instruct a different firm to undertake the work for you or if you do not instruct us to undertake the work within the time period we have specified.

Billing and Payment Arrangements

Our invoices will generally only contain a brief summary of the work carried out on your behalf. You may ask for a more detailed breakdown if you wish.

All fee notes are for settlement upon presentation. We reserve the right to charge cumulative interest at the rate of two per cent per month if payment is not received in full within 28 days of the account date. Ordinarily, we will require payment of our fee invoices at the point at which completion of your transaction takes place.

Depending upon the nature of the case, we may render invoices to you on an interim basis, for instance, where the work is complex or technical (such as the drafting of an estate schedule or a conveyance or agreement involving a greater than usual number of parties or time-commitment)

We do not have the facility to receive payment by credit or debit card and, accordingly, we cannot accept payment by such means.

There is presently no ad valorem or similar form of tax in Guernsey.

Clients' Money

Any money we receive from you or on your behalf will be placed in a separate client bank account, which will be subject to the strict provisions of the Advocates' Accounts Rules. Where such money is held by us for more than a short period, we will account to you for interest (should we receive any from our bank).

We reserve the right to pay fees and disbursements out of monies held for you in our clients' account where an invoice for fees and expenses has been rendered for at least 14 days and you have not raised any queries on it.

Dress code for Court

The obligation has been imposed on us by the Court to notify you that if you are not appropriately dressed for Court, the Jurats may refuse to take your consent to a transaction, potentially leaving you in contractual default (unless we are able to overcome the difficulty by arranging for the Jurats to take your consent to your conveyance or agreement later in the day – when you are suitably dressed – which may not always be possible and will add considerably to the fee which we charge because of the additional work involved).

No clear guidance has been given as to what represents acceptable attire for Court. We would recommend that gentlemen wear a shirt, jacket, tie and trousers. The wearing of shorts (of any description, by men or women) or low cut tops/vests is regarded by the Court as unacceptable. Any client who wears jeans, a T-shirt or trainers to Court does so at his or her own risk. Please also note that mobile telephones must be switched off, and remain off, whilst you are in Court.

Complaints

If you are unhappy with the service which has been provided by the Firm, or the level of fees charged, you should contact the partner responsible for your work. Another partner may review the matter upon request.

Confidentiality

We owe you a duty not to disclose confidential information to third parties without your consent. However, if we are working on a matter in conjunction with your other advisors we shall assume, unless you notify us otherwise, that we may disclose any such information to, and discuss it with, such other advisors where necessary.

Data Protection

We are registered as a holder of personal data in relation to our clients and contacts under the Data Protection (Guernsey) Law, 2001. You may at any time request a copy of any personal data which we hold about you, subject to your entitlements under that law. We reserve the right to use general data relating to transactions (but not your personal or financial data) for marketing and promotion or other services offered by Trinity Chambers, unless requested in writing by you not to do so.

In order to enable us to comply with our client due diligence requirements concerning UN/EU sanctions, you authorise us to conduct a credit reference search against your name for account opening purposes, and the credit reference agency will keep a record of our search. We will not supply any personal information about you to any such agency.

Storage of Files and Papers

After completing our work in any matter in which we act for you, we are entitled to retain all original papers and documents which have come into existence in the course of our acting for you until our fees and disbursements have been settled in full (by way of a lien over the documents).

On completion of the transaction it is our policy to pass original title deeds to the purchaser and to return to you any other documents lent to us by you for the purposes of the matter. We are prepared to hold original general powers of attorney, for instance if you consider that you will need to use such a document in the foreseeable future for another transaction. Where we do hold such documents, we will not be responsible for their safekeeping nor will we accept liability for any loss or damage arising from the loss of such documents, which are of negligible value. The onus is upon you in relation to each transaction to ensure that we are in possession of a power of attorney suitable for use in that transaction, should you wish to avoid completing a transaction in Court.

Our working papers, draft documents and copies of all letters sent by us will be our property. We do not undertake to retain files for any specific period of time, but we will generally scan such documents and hold copies electronically and electronically retain such documents, correspondence, memoranda and notes which have been created in the course of acting for you, for six years. We reserve the right to destroy files or transfer them to storage media without further reference to you after completion of a matter.

We do offer the service of retaining original Wills in our fireproof safe, should you so require. Although no charge is made for this service, by the same token we do not accept any responsibility whatsoever for loss or damage of any Will or other document so held by us.

Limitation of Liability

Our liability to you is expressly limited in relation to any specific matter in relation to which we may be instructed by you to £5 million. You agree that this is a reasonable limitation of our liability. However, should you consider this inappropriate we would be prepared to discuss this with you and potentially agree some other basis of limitation of liability, but we reserve the right accordingly to vary our fees.

Variation and publication of these terms

We reserve the right to vary these Terms and Conditions of Business from time to time, including during the course of acting for you in any particular matter. Where we do vary these Terms and Conditions of Business in the course of acting for you, we shall use reasonable efforts to draw to your attention to any such variation(s).

Governing Law

These Terms and Conditions of Business shall constitute the contract for the provision of our legal services to you and shall be governed by and construed in accordance with Guernsey Law. The Courts of Guernsey shall have exclusive jurisdiction to deal with any claim, difference or dispute which may arise out of or in connection with such contract; any rights to claim that such Courts are not an appropriate forum are hereby waived.