

SUPPLEMENTARY TERMS AND CONDITIONS OF BUSINESS

LAW FIRMS AND ACCOUNTANTS

1. Communications

Maxwell Maclaurin ("MM") have offices at 53 Bothwell Street, Glasgow, G2 6TS and 30 Stafford Street, Edinburgh, EH3 7BD. Our contact telephone numbers are 0141 332 5666 and 0131 220 4020 respectively and our contact fax numbers are 0141 332 6757 and 0131 220 4030 respectively. Lynne Lind is a paralegal assistant and manages John Kerrigan's diary. If you need to contact John Kerrigan urgently a message should be left with Lynne Lind. There will be times when John Kerrigan is unavailable because he is lecturing or tutoring. John Kerrigan will always aim to respond to your calls within 48 hours. John Kerrigan can also be contacted by e-mail at johnkerrigan@maxwellmaclaurin.co.uk.

2. Responsibility for work

John Kerrigan will be responsible for the conduct of your work and may be assisted by other solicitors and paralegal assistants. Please raise any concerns you have regarding how your case is being handled as soon as possible so that we can agree an amicable resolution.

3. Client care policy

Your firm is our client. John Kerrigan is acting as your agent in providing advice to you even if this is sometimes on a matter specific to a client of your firm.

We aim to produce the best service possible and it is helpful if you are able to supply all relevant information and documents for John Kerrigan to help you. At the beginning of each transaction we will indicate likely fees, VAT and outlays which you will incur, as soon as we have the relevant information. We shall give you an estimate of the length of time it will take to respond to your enquiry where possible. You should give us a note of any deadline dates you are working to as soon as available so that we may assess whether it is possible to assist you, given John Kerrigan's then workload. As a guideline, John Kerrigan would expect to turn around any matter within eight to ten weeks of receipt of your initial query. This can be reassessed as the matter progresses.

As the matter progresses we shall review the case and update you regarding progress. We shall agree with you on receiving your initial instructions, the most convenient way to do so. Review may mean that we require to reassess your case, make you aware of any additional unanticipated costs and any other information required from you to conclude matters.

4. Charging policy

- 4.1 For dealing with short telephone enquiries and e-mail enquiries John Kerrigan's minimum fee is £ 250 plus VAT.
- 4.2 Where it is necessary to review documentation supplied, in order to provide a quotation and subsequent advice, John Kerrigan's minimum fee is £500 plus VAT, to cover the reading of the material and will be taken into account in the overall bill unless the quotation is not accepted, in which case the minimum fee of £250 plus VAT will be payable.
- 4.3 Sometimes, due to the complexity of the matter or lack of information that can be ascertained at the outset, it is not possible to provide a fixed quotation. In the absence of any other written agreement indicating otherwise John Kerrigan's fees will be calculated by reference to the time spent upon the matter, your need for expedition and the value to your firm of producing advice which you will use generally.
- 4.4 The current rates exclusive of VAT for work undertaken by John Kerrigan are £250 per hour. This rate will be subject to review from 1 April 2009. In addition, any travelling will be travelled at 45p per mile and copying and faxes at 6p per sheet. For the provision of research and other support undertaken by paralegals, the rates are £90 per hour exclusive of VAT.
- 4.5 For all work, the time taken upon it will be recorded in units of six minutes.
- 4.6 If any unforeseen work becomes necessary, for example, as a result of information provided, or due to unexpected difficulties or if your requirements or circumstances change significantly during the matter, we will inform you of the extra work involved and of the estimated cost of it before incurring these costs. We will agree an amended charge with you. If we cannot for some reason reach agreement, we will do no further work and charge you on an hourly basis for the work done to date, as previously agreed.

- 4.7 The rates set out above will be reviewed annually on 1 April each year and any changes will be notified.
- 4.8 In cases where outlays or fees are due to third parties, these will be notified to you as soon as possible and will be paid by you on demand.
- 4.9 We shall render our invoice to your firm. The account is payable by your firm. The payment terms are strictly within thirty days following the issue of an invoice whether or not the matter has been concluded.
- 4.10 Interest will be charged at the rate of four per cent above the Bank of Scotland base lending rate from time to time on overdue invoices from the due date until date of payment.

5. Disclosure

By signing these terms you confirm that you have authority from your client(s) to seek John Kerrigan's advice in their particular matter and that they agree to you sharing the client documents with our firm in order to provide you with our advice.

6. Relationship with you

To enable us to carry out the work you agree:-

- (a) to make full disclosure to us of all necessary information to deal with your query. John Kerrigan shall rely on all information and documents being true, correct and complete.
- (b) To respond quickly and fully to our requests for information and to other communications from us.
- (c) To provide us with information in sufficient time especially if you are working to a particular deadline.

7. Use of e-mail

The internet is an insecure medium. Messages may pass through the hands of unregulated service providers. The networks used by the internet are vulnerable to hacking and interception. However, the use of this medium greatly enhances speedy communication and is a particularly useful way of sending documents between us. We do not as a matter of course use encrypted e-mail and that gives rise to the risks mentioned above. Your acceptance of these terms of business specifically operates as consent to include confidential information in non-encrypted e-mail. If you do not wish us to do this you must indicate this instruction in writing.

8. Termination

You may terminate your instructions to us in writing at any time. For example, you may decide you cannot give us clear or proper instructions on how to proceed, or you may lose confidence in our work. We are entitled to keep all of your papers and documents while money is owing to us.

We shall decide to stop acting for you only with good reason and giving you reasonable notice.

If you decide that we are to stop acting for you, you will pay our charges and any expenses notified to you.

9. Conclusion

Your continuing instructions will amount to your acceptance of these terms of business. This is an important document and should be retained for future reference.

I/We have read and accepted the terms of the client business guide and these supplementary terms and conditions of business.

I/We would like to be included in the Maxwell Maclaurin e-mailing list for future information regarding our business activities.

Please tick Yes..... e-mail address.....

No.....

Signed
.....

Signature
.....

For and on behalf of
.....

Date
.....