PATERSON PROPERTY LAW LIMITED ("the Company/us/our/we")

STANDARD TERM OF BUSINESS – CLIENT RELATIONSHIP IN ALL MATTERS ("you/your")

1. Introduction

Our aim is to provide high quality and effective legal services at a fair and reasonable cost. Our standard terms and conditions are set out below and will apply in relation to any instructions we receive unless we specifically agree otherwise in writing. Please feel free to discuss any queries you may have in relation to these terms with us.

These terms and conditions will apply in respect of all matters handled for you by us, whether or not there is any written or other express acceptance by you. We reserve the right from time to time to vary our terms and conditions of business, which will always be governed and construed in accordance with the laws of the Isle of Man and you submit to the jurisdiction of the Isle of Man Courts in respect of any dispute between us with regard to the agreement between us and any fees due to us by you.

2. Scope of Instructions

On receiving your initial instructions we will write to you to confirm the work you have instructed us to carry out for you.

Our advice, at the time it is given, will be based on the information that is provided to us at the time, and upon consulting any documentation provided and review of any law as necessary.

No advice will be offered on any tax issues or non legal matters or financial advice or services and you should seek appropriate independent advice on such matters.

3. Responsibility for Work/Communication

An appropriately and suitably qualified and experienced Fee Earner will have conduct of your matter.

In appointing us to act on any matter for you, you authorise us to take any steps we consider necessary to protect your interests in that matter and to incur reasonable disbursements on your behalf unless you specifically instruct us to the contrary in writing. Disbursements will be highlighted to you at the outset of your instructions to us, and if any others arise, we will advise you of these as we become aware.

You may withdraw or vary your instructions to us at any time by reasonable notice in writing, and likewise we may withdraw from acting for you on giving you reasonable notice in writing where we have grounds to do so.

We will try to keep you fully informed on the progress of the work we are dealing with for you. If at any time you need additional information, please do not hesitate to contact your allocated Fee Earner.

4. Conflicts of Interest

When taking on a new matter, we will review the details to ensure that we are not already instructed in relation to the matter by another party.

If we are able to take the matter on, and during the course of working on the matter for you a conflict arises, we will consider the position further. In some instances, we would need to withdraw our services for that matter, but we would advise you if we had a conflict.

5. Fees and Other Charges

Our fees are normally fixed at the outset and will only be varied from the initial fixed fee provided if discussed and agreed in writing with you during the transaction. We will also charge you for any disbursements reasonably incurred by us on your behalf (whether specifically authorised by you or not).

In the event that we have to charge additional time for your matter due to further work being required that was unforeseen at the outset when providing a fixed fee, we will advise you in writing of the further amount that would need to be charged to complete the work.

Our invoices are payable within 14 days of issue. In the event of non payment we will be entitled to charge interest on the amount outstanding at a rate of 5 per cent per annum, and we shall be under no obligation to carry out any further work for you on any matter until the outstanding amounts have been paid.

We will normally deduct our fees from funds received during the course of a transaction, and you will receive statements confirming the deductions / additions during the course of a matter.

You should be aware that Section 23 of the Advocates Act 1995 gives you the right to seek assessment of our fees by either the Chief Registrar or an Assessor nominated by the Isle of Man Law Society. Fees may be payable for this. Please also note that these Standard Terms of Business will form part of any Fee Agreement between us pursuant to Section 20 (1) (a) of the Advocates Act 1995 or any written details of fees payable which we may give you pursuant to Section 19 (2) (c) of the Advocates Act 1995 as more fully referred to in the Advocates Agreements and Fees Details Regulations 2000.

6. Electronic Communication

Unless you advise us to the contrary, if you contact us by e-mail we shall assume that you request us to correspond with you by e-mail respectively thereafter, on the basis that you will accept responsibility for any loss you may suffer as a result. The contents of any e-mail sent to you are subject to these Standard Terms of Business. Although we regularly carry out virus checks on our computer systems and on data and communications received electronically, we advise you to carry out your own virus checks on all your systems, data and communications (whether in the form of computer disc, e-mail, internet or otherwise). We accept no responsibility for viruses which may enter your system or data by these or other means.

7. Bank Account Fraud

We will never send a change of bank account details or a change in the amount of funds requested from you by email without having first discussed the same with you over the phone.

If you receive correspondence purporting to be from the Company, please contact us immediately to confirm if the amended details provided are correct.

If you receive an email confirming a change of details having not first been advised by us in person, please do not respond to the email, but contact us to clarify the position.

The Company cannot accept any responsibility if you transfer funds to an incorrect account without having followed the above steps.

8. Data Protection

We will process your personal data or any other data we receive in connection with your matters as reasonably necessary in order to comply with your instructions. You consent to us holding and processing your date as required in order to deal with your instructions.

9. Liability

Your agreement with us is for the provision of legal services by the Company rather than by any individual Director of the Company with whom you may deal. It is the responsibility of the Company to ensure that all services provided to you are carried out with reasonable care and skill, and the Company accepts responsibility for any failure on the part of its Director to exercise such care and skill in the course of their work. Therefore, any legal claim arising out of your dissatisfaction with any services provided by us should be, and may only be directed against the Company itself rather than against any individual Director.

The Company is not liable where the performance or prompt performance of this agreement is prevented or affected by circumstances beyond its control.

The Company does of course have professional indemnity insurance cover. The Isle of Man Law Society requires us to maintain a minimum level of insurance for every claim, which at present is £4,000,000.00. Unless otherwise specifically agreed with us in writing, the Company's liability for any claim will be limited to £4,000,000 (£4million).

10. Quality Assurance/Complaints

We hope that you will be satisfied with our services. However, in the event of any issue, we wish you to know how to go about raising any query or complaint:

1. In the first instance, you should address any query or complaint with your Fee Earner.
2. If you fee that your complaint has not been adequately dealt with by your allocated Fee Earner, please make your complaint in writing to our Complaints Manager, Rebecca Paterson at rebecca@patersonpropertylaw.im Rebecca Paterson shall review your complaint in conjunction with a detailed review of your transaction and shall discuss any options for resolution with you.
3. However, after completing options 1 and 2 above, if you are unable to resolve you complaint satisfactorily directly with us, please note that you have the right to raise it with the Isle of Man Law Society, 13 Mount Havelock, Douglas, Isle of Man, IM1 2QG.

11. Termination of Instructions

You may terminate your instructions by notice to us in writing at any time subject to payment for all work done up to date.

If we have good reason, we may decide to stop acting for you - for example, if you do not provide us with satisfactory evidence of your identity and source of funds, do not pay a bill, if you fail to comply with our request for a payment on account or if you fail to give us adequate or acceptable instructions including (but without limitation) where such instructions might result in us breaching any law or principle of professional conduct.

12. Assignment and Rights of Third Parties

Unless otherwise specifically agreed, our relationship is with you alone as the client, and neither you nor we can assign any element of our business relationship to any third party without the written consent of the other.

For the avoidance of doubt, unless expressly stated otherwise, nothing in these Standard Terms of Business confers any rights on any person pursuant to the Contracts (Rights of Third Parties) Act 2001.

All information and advice of whatever nature given by us to you is for your sole use and shall not be disclosed or made available to third parties without our prior written consent.

In any event, no responsibility is accepted by us towards any third party placing reliance on the performance of our services to you or on the advice given by us to you.

13. Settlement details for Sterling Payments Direct to our Account

Our client and office account details are available on request.

Paterson Property Law is the trading name of Paterson Property Law Limited, an incorporated legal practice in the Isle of Man with registered number 021452V. Registered office: Third Floor 9-11 Duke Street, Douglas, IM1 2BB Director: Rebecca Paterson.