



BUSINESS TERMS

Between Advocate Rui Tremoceiro and [client full name/s]

1. This document sets out the terms upon which the legal practice of R S Tremoceiro, Advocate will undertake work for you. These terms will form the basis of a contract to provide legal services to you.

2. **Instructions**

Generally, we require that clients give or confirm their initial (and any subsequent) instructions to us in writing. To enable us to represent your interests effectively, it is vital that you provide us with all relevant information and that you keep us informed of any material changes in your instructions.

Insofar as the law permits, we will act in your best interest at all times. All lawful instructions given by you will be carried out diligently, promptly and with reasonable skill and care as is more particularly set out in this document. Prior to taking any steps on your behalf, we require (i) receipt of these terms and conditions, containing original and proper authorisation (usually a signature or correctly executed company seal), delivered to our business address; (ii) (when expressly required) receipt of cleared funds requested on account; and (iii) any other requirements of these business terms to be fulfilled, including receipt of full instructions in writing.





If we do not receive a signed copy of these instructions but agree to commence work for you in the meantime, that does not constitute a waiver of that requirement and all work undertaken for you in this matter is deemed to be undertaken in accordance with these terms and conditions as communicated to you, whether received back from you or not.

3. Confidentiality

All information that you provide to us regarding your business and affairs will be treated as confidential. However, if we are working on a matter in conjunction with other advisers we shall assume, unless you notify us otherwise, that we may disclose any such information to those other advisers and discuss it with them where necessary.

You should also note that there is a statutory duty imposed on us to report to the relevant Jersey authorities any knowledge or suspicion of money laundering. This obligation overrides our duty of client confidentiality.

4. Joint clients

If there is more than one client instructing us (for example, partners, trustees, executors or joint owners or purchasers of a property), we assume that we may act on the instructions of any one of you and, unless otherwise agreed, correspond directly with that person.

There is no right of confidentiality between joint clients, which means that all correspondence with us and attendance notes relating to work done under the joint retainer will be available to all of you.





If, at any stage, you find you cannot agree on a course of action, it may be necessary for one or more of you to be separately represented. If a conflict of interest arises between you we may have to cease acting. If it is possible to continue to act, we may elect who to represent if you cannot agree yourselves.

5. Duration of instructions

Although we expect to continue to act in any matter on which we accept instructions from you until the matter is completed, you may bring your instructions to an end at any time by written notice to Advocate Rui Tremoceiro. We may also bring instructions to an end at any time by written notice to you, but will not normally do so unless a conflict of interest arises or we consider that for any reason it would not be in our interest to continue to represent you. On termination of instructions, regardless of who terminates, we shall be entitled to recover all charges incurred by us to the date of termination together with any fees or payments necessary so as to enable us to transfer your documents to another adviser chosen by you. Until such payment, we shall be entitled to a lien on all such documents.

6. Communication by e-mail

Unless you notify us to the contrary, we assume that you consent to e-mail being used as a means of communication between us and you and between us and third parties. We will not, however, be liable for misdirection, interception, corruption or failure of any communication sent by e-mail, or for any computer virus transmitted by such means. You should always check that any electronic communication is free from such a virus. As you will be aware the Internet is neither private nor secure, nor are there service guarantees for correct message routing or promptness of delivery. If your message or documents are confidential or time





critical, therefore, avoid relying on the Internet for sending them to me or receiving them from me.

7. Overall responsibility and delegation

Advocate Rui Tremoceiro is in overall charge of your matter. However, in order that the work being handled for you is dealt with as efficiently as possible, aspects of the work we carry out for you may be delegated to another person (a “fee earner”) who has the necessary skills, whether they are employed by this firm or not.

In the letter that accompanies these terms, I shall give you the name of the person who will be dealing with your matter on a day to day basis.

8. Responsibility for other advisers

If we instruct lawyers or agents in other legal jurisdictions to act on your behalf we will exercise reasonable care in selecting the lawyers or agents if I am responsible for their selection. We will not, however, be responsible for any act or omission of those lawyers or agents unless we notify you in writing that they are associates of ours and that we accept responsibility for their actions.

9. Estimates and quotations

Whilst an estimate of the likely costs in any matter may on occasions be given by us, we are unable to provide any guarantee that the final charge will not exceed the estimate because there are many factors outside the control of the practice, which affect the level of costs. However, if you would like a fixed quotation for any particular matter we will provide this as



requested whenever it is practical to do so, and will be bound by it, subject to our confirmation in writing to that effect and to any conditions or assumptions set out therein. As you might expect, we are rarely in a position to estimate costs or fix prices for litigation services.

10. Fees

Our fees are based upon the time spent by fee earners dealing with the matter, such as time spent in clarifying your instructions for us to act, attending meetings, dealing with your telephone enquiries, researching the case, considering and preparing documents, considering the issues relevant to the matter, attending at Court, instructing, where necessary, Counsel and experts, travelling, as well as correspondence. Time spent is calculated by reference to units of six minutes' duration, where necessary part units being charged as one. Please note that if as a result of being instructed by you, we are required to expend time or incur disbursement charges in any other way, you shall be liable for them (for example, if we are required by law to do anything, such as making a suspicious transaction report). As a guide, the normal hourly rates of the personnel dealing with your matter are set out in the letter accompanying these terms. We shall, however, be entitled to increase the hourly rate which would ordinarily apply, or our overall fees according to the following features:-

- (a) the complexity and novelty of the issues raised;
- (b) the specialised legal knowledge required;
- (c) the importance, monetary amount or other value of the matter;



- (d) the urgency of the matter and the place and time of day when the work is to be carried out (for example, work abroad or outside normal office hours);
- (e) any extraordinary efforts requires to meet special constraints or other requirements imposed by the client or circumstances.

No Jersey taxes are payable on the provision of our services at this time, save for a Goods and Services Tax at the rate prevailing from time to time (currently 3%) which will be added to your bill unless you have exempt status under the law.

11. Other charges

In addition, you will be liable to pay us in respect of: disbursements (money paid by us to third parties on your behalf, including, for example Court fees; costs of other professionals instructed to do work on your behalf etc); photocopying (at 5 pence per sheet); facsimile transmission (at rates which vary according to destination between 10 pence and 50 pence per sheet); and any extensive telephone calls. From time to time, we may ask you to deposit funds with us in order to meet anticipated out of pocket disbursements. We will normally only request this where they amount to hundreds of pounds or more.

12. Review of rates

The overall rates will be revised from time to time, usually being reviewed annually on 1 February, and any increase will be notified to you either by separate letter or on your next invoice.

13. Regular billing



We will issue you with an invoice on a regular basis, normally, each month or earlier, should the matter be completed or a natural break occur in the progress of the matter. The invoice will set out a brief summary of the work done by the fee earner(s) dealing with the matter as well as details of other charges made as described above. In addition, you have a right to inquire and to be informed of the fees incurred and progress of the matter at any time during normal office hours.

14. Payment on account

We may require that you make a payment to us on account of the anticipated costs of a matter or for a proportion of the work required on that matter. As the matter proceeds we will be entitled to request additional funds on account in order that we maintain sufficient monies to cover anticipated work to be done as well as work carried out but as yet unbilled. Generally, we shall agree a sum with you to retain on account from the outset. This sum is to be preserved until termination of our retainer, by making payment as it falls due of each invoice rendered by us. All payments on account will, of course, be credited to you when we invoice you, although interest on such payments will not usually be payable by us to you (being ordinarily exempt under paragraph 17(5)(d) of the Law Society of Jersey Code of Conduct).

If applicable, we will notify you in writing of the precise amount required on account and the date by which such payment ought to be made. Any delay in providing payment to us may have adverse effects upon a matter, since ordinarily work on that matter will not be carried out by us where payment is delayed. In some cases, you should be aware that such delay might leave any action or application that you have made, at risk of being struck out by the Court. Ultimately if you fail to provide funds on account (having been requested to do so) we shall





be entitled to withdraw from representing you and to terminate the provision of our legal services on 24 hours' written notice to your contact address.

Should you wish to transfer funds to us as a matter of urgency please notify us in advance of the amount to be transferred and the purpose of the transfer. In such instances we suggest that you send funds by telegraphic transfer to our bank with the following details:-

Name:

Address:

Sort Code:

Account Name:

Account Number:

In signing these terms of business you undertake not to pass these account details on to any third party.

15. Deduction of fees

Whenever we hold funds which are due or belong to you in any matter (for example where funds are payable to you on conclusion of a matter or where we hold a payment on account of costs or where we have recovered costs for you from another party), we reserve the right to deduct amounts due to us on that or any other matter from such funds and without your prior approval unless otherwise agreed between us in writing.

16. Payment, interest on late payment, personal liability





Our invoices are due for payment within 14 days of presentation to you which, ordinarily, shall be by post to the contact address with which you have supplied us. If any invoice remains unpaid for more than 28 days, we reserve the right to charge interest from the date of the invoice to the date of payment at the rate of 2% above the Base Rate of NatWest Bank plc. You should note that you will remain personally liable to pay our costs even should you become entitled to reimbursement from another source (for instance, from your insurer or should the Court order your costs to be paid by another party).

17. Client funds

If we receive money from you, other than in payment of an invoice, we will hold such money in a separate bank account and subject to clause 14 above (where interest is not payable) and the provisions of paragraph 17(5)(a) of The Law Society of Jersey Code of Conduct, we shall account to you for interest earned on such money if placed upon deposit or, if not so deposited, we shall pay you such interest as is required of us by this Code of Conduct.

18. Liability for costs in contentious matters

In the event that you win your case the Court may order the other party to the action to pay your "Taxed" Costs. It is important that you realise that these costs are invariably less (typically 25-40% less) than the true costs which will be incurred on your behalf. This is a policy set by the Courts to encourage all litigants to settle. You will still be liable for the difference between the actual costs and the Taxed Costs awarded by the Court.

In the event that the action is not successful, the Court may award costs against you and you will then be liable for the other parties' costs in addition to those incurred by us on your behalf.



19. Our Limitation of Liability

It is an express condition of our retainer that we shall not be liable to any client for any claim or claims in excess of an aggregate sum of £2 million sterling (including and without limitation any damages, costs, interest associated with any claim) and any such excess liability is excluded. Should you require an enhanced level of cover, that will need to be agreed in advance by us in writing and payment received by us for such additional fees as we shall specify.

20. Your documents and papers

Once the matter upon which you have instructed us is completed, and you have paid our invoices, subject to the taking of copies of such documents as we are required by law to retain, we shall return all of the relevant documents provided by you should you request us to do so. Otherwise, we may not destroy your files and records without your consent until the expiry of a 20-year period. You are strongly advised to preserve records and files returned to you for the same period.

21 If the Client Questionnaire sent to you with these business terms is not completed to our satisfaction or you fail to provide us with updated information on the matters concerned therein, we reserve the right to terminate our relationship with you notwithstanding that you may suffer loss as a result. If our relationship with you is terminated on these grounds we will not be liable for any loss that you may incur as a consequence, and you remain liable for fees in respect of any work carried out until termination.

22. Complaints





If you have any complaint about the service which we have provided and you are unable to resolve this with the individual dealing with the work, you should write without delay to Advocate Rui Tremoceiro setting out the nature of your complaint. We take the matter of complaints very seriously hence every effort will be made to deal with the complaint promptly.

In the event that the complaint is not resolved to your satisfaction the matter can be referred to the Jersey Law Society by contacting the Secretary, whose contact details will be provided to you on request.

23. Jurisdiction

The relationship between this firm and the client is governed by Jersey Law, and, in the event of any dispute arising, the parties submit themselves to the non-exclusive jurisdiction of the Royal Court.

I/we have read and understood the above terms of business and agree to be bound by them.

Signed.....

Print name:.....





On behalf of

(Company or other legal person being signed on behalf of, if any).

Dated: 2011.

