

## Lenehan Legal Limited Terms and Conditions of Business

In these terms and conditions:-

- (i) "the Terms of Reference" means the attached heads of agreement
- (ii) "the Company" means Lenehan Legal Limited
- (iii) "the Client" means the person identified as such on the attached Terms of Reference
- (iv) "the Services" means the services to be supplied under the Terms of Reference

### 2. General

- (a) These Terms and Conditions, together with the attached Terms of Reference and the Client's acceptance of same, are the only terms and conditions upon which the Company will provide services to the Client and they shall govern this contract to the entire exclusion of any other terms and conditions or representations whatsoever.
- (b) The Company shall only be bound by any addition to or variation from these Terms and Conditions, which is expressly approved in writing by a Director of the Company.
- (c) If any of these Terms and Conditions or any part thereof is rendered void or unacceptable by any legislation or rule of law, it shall be void to that extent only and unenforceable to the extent that it is not fair or reasonable to allow reliance on it, and no further.
- (d) The Client shall not be entitled to withhold the whole or any part of any payments due to the Company hereunder on account of any claim, right of set off, counterclaim, equitable right, dispute or potential dispute which it may have or which it considers it may have against the Company.
- (e) This Agreement is personal to the Client and shall not, nor shall any rights under it, be assigned by the Client without the prior written consent of the Company.
- (f) The Company undertakes to provide the Services with reasonable care and skill. The Company's liability in the provision of the Services is limited to the Services as defined in the Terms of Reference.
- (g) This Agreement contains the entire Agreement between the parties relating to its subject matter and save for fraudulent misrepresentations supersedes all previous Agreements and understandings between the parties. The Client acknowledges that in entering into this Agreement it does not do so on the basis of any representation, warranty or other provision save as expressly provided herein.
- (h) Nothing in this document precludes the Company, or any member of its staff, taking such steps as are necessary to comply with what a Company Director would consider good practice or ethical standards.

### 3. Payment of Fees and Expenses

- (a) The price for the Services shall be that expressed within the Terms of Reference, and shall, where applicable, comprise the agreed retainer fee, hourly or daily rate charges, depending on what form of charging is agreed in the Terms of Reference. All rates will include all of the Company's time spent on assignment at the Client's premises, the Company's offices and elsewhere, and travelling, and out of pocket expenses re-charged at cost.
- (b) The price expressed in the Terms of Reference is subject to acceptance by the Client of the Terms of Reference and these terms and conditions. The Company shall be entitled to consider the Client to have accepted these terms and conditions and the Terms of Reference should 7 days pass without the Terms of Reference being accepted. The Company shall have discretion not to be bound to provide the Services at the stated price or at all, should acceptance not be confirmed within 7 days.
- (b) Where the Company is VAT registered, the current rate of VAT where applicable, will be added to the price for the Services.
- (c) Unless the contrary is provided for in the Terms of Reference, fees and expenses are payable 30 days from date of invoice. The Company may, at its discretion, furnish the Client with interim invoices which are subject to 30 payment terms. The Company will not be required to continue offering Services should the Client fail to make payment of an invoice or an interim invoice within these terms.
- (d) In the event of the Client or its employees failing to honour appointments made with the Company, the Company reserves the right to charge for any costs incurred, including an amount for lost time at the hourly or daily rate agreed with the Client for the provision of the Services to the Client.
- (f) If any payment by the Client to the Company is overdue, interest will be chargeable thereon after, as well as before judgment, on a day to day basis at 4% over the Bank of England Base Rate applicable at the time until the due sum is paid.
- (d) Without prejudice to the Company's right to interest on overdue payments, or any other rights under this agreement, the Company shall be entitled to suspend all work for the Client,

or to terminate this agreement, or any other Services with the Client, where payment becomes overdue.

### 4. Confidentiality

- (a) Confidential information concerning the Client's business will not be disclosed by the Company to third parties, (save to the extent that the same is in the public domain or required by law) without the Client's prior consent, unless otherwise required by a Court of competent jurisdiction, or other governmental or regulatory authority.
- (b) All information and advice, written or oral, of whatever nature, made available by the Company to the Client, is for the sole use of the Client, and shall not be disclosed or made available by the Client to any third party (save to the extent that the same is in the public domain, otherwise than by breach of this clause) without the prior written consent of the Company.

### 5. Termination

Subject to Statutory rights or obligations:

- (a) The Company may suspend the performance of the Services under this contract during the currency of any circumstances, which in the opinion of the Company materially adversely affect the provision of the Services.
- (b) The Company shall not accept cancellation of orders made specifically to the Client's requirements. Any Service, which has been provided in accordance with the Client's order, and not completed, will be charged for in full, at the Company's discretion.
- (c) Without prejudice to other provisions in these Terms and Conditions providing for termination of the provision of the Services in specific circumstances, the Company may (without prejudice to any other rights) by notice in writing to the Client terminate this contract forthwith if:
  - (i) the Client shall commit any breach of any of the terms of this contract;
  - (ii) the Client commits a serious criminal offence or gives the Company any false or misleading statement or makes any negligent or fraudulent misrepresentation in relation to this Agreement;
  - (iii) the Client commits any act of bankruptcy, goes into liquidation (whether voluntarily or compulsorily) or a receiver or manager or an administrative receiver is appointed, or an administration order is made in relation to it; or it makes a voluntary arrangement for a composition in satisfaction of its debts or the arrangement of its affairs; or it ceases or threatens to cease to carry on its business.
  - (iv) the client acts in a manner which causes the Company to conclude that the client/adviser relationship has broken down or is untenable.
- (d.) On such termination, Charges due to the Company (both those due at the date of termination and all future payments) shall immediately be payable. The Company shall be at liberty to charge interest on such sums outstanding at the rate of 4% per annum above the Bank of England base rate.

### 6. Disclaimers

- (a.) The Company accepts no responsibility for changes in the law which may affect the advice and/or recommendations made to the Client or the content of any report, procedure or documentation or for any loss or damage suffered by the Client arising out of a failure by the Client to disclose material facts or circumstances to the Company.
  - (b.) The Company hereby excludes all liability in respect of any claims arising out of any alteration to, or modification of, any documentation drafted, or advice given to the Client unless such alteration and/or modification are made on the Company's recommendation or with its express knowledge and consent.
  - (c) All advice and documents provided to the Client by the Company are provided for the sole use of the Client, and no responsibility is accepted by the Company for any reliance that may be had upon such advice or document by any third parties, unless the permission of the Company is sought for the provision of particular advice or documents to specified third parties, and such permission is given by the Company in writing prior to provision of any such advice or document.
  - (d) The Company is providing services on a solely consultancy basis. The Service offered will be on the basis of consultancy advice only and it is at the Client's own discretion as to whether it accepts and/or acts upon any advice offered as part of the Service. The Company is not acting as a solicitor.
7. Force Majeure  
The Company shall not be liable to the Client for any failure to provide the Services as a result of force majeure which shall include (but not be limited to) acts of God, war, strikes, lock outs, civil commotion, mechanical or technical difficulties or any other cause whatsoever beyond the Company's reasonable control
8. Jurisdiction  
The contractual relationship between the Company and the Client shall be governed and construed in accordance with the laws of Northern Ireland and the parties shall submit to the exclusive jurisdiction of the Northern Ireland Courts.