

TERMS OF BUSINESS

A. INTRODUCTION

1. Blackburn & Co. is a trading name of Blackburn Law Limited which is a private limited company which was incorporated in England and Wales under company number 07978506 ("the Company").
2. Blackburn & Co. is regulated by the Solicitors Regulation Authority of Ipsley Court, Berrington Close, Redditch, B98 0TD ("the SRA") (SRA registration no. 634677).
3. We use the word 'Principal' to refer to a director of Blackburn Law Limited or an employee or consultant who is a lawyer with equivalent standing and qualifications. The managing director and senior solicitor at Blackburn & Co. is John Blackburn ("the Principal").
4. The expression "we", "us" and "our" refer to Blackburn & Co and "you" and "your" refer to our client.
5. The purpose of this document is to confirm the arrangements between us and you.

B. YOUR AGREEMENT WITH US

6. **The Agreement**

1. These terms of business (the "Terms of Business"), together with the fee agreement documents (if any), for example the traditional private retainer, conditional fee agreement, discounted fee agreement or other retainer (the "Funding Agreement") and the letter enclosing them (the "Letter of Engagement") and any variation, deletion and/or addition to the foregoing agreed by us with you in writing contain all the terms and conditions which we have agreed with you in relation to our engagement (the "Agreement"). In the event of any conflict between any of the terms and conditions contained in the foregoing documents, the terms and conditions set out in the Letter(s) of Engagement shall prevail over the Funding Agreement (if any), which shall prevail over the Terms of Business (if any).

7. **Your acceptance of the Agreement**

1. Your continuing instructions in relation to this matter will amount to your acceptance of these Terms of Business. However, please sign, date and return to us the enclosed copy of the letter of engagement which accompanies these Terms of Business as soon as possible. We can then be confident that you understand the basis on which we will act for you.
2. Unless otherwise agreed, these Terms of Business apply to any future work you instruct us to do.
3. Any waiver or variation of these Terms of Business is binding in honour only unless:

1. made (or recorded) in writing;

2. signed by the Principal; and
3. expressly stating an intention to vary these Terms of Business.

8. Termination of the Agreement

1. You may terminate your instructions to us in writing at any time but we will be entitled to keep all your papers and documents while there is money owing to us for our charges and expenses. If at any stage you do not wish us to continue doing work and/or incurring charges and expenses on your behalf, you must tell us clearly in writing.
2. We can only decide to stop acting for you with good reason and we must give you reasonable notice. If we decide to stop acting for you, for example, if you do not pay an interim bill or comply with a request for a payment on account, we will tell you the reason and give you notice in writing.
3. If you or we decide that we should stop acting for you, you are liable to pay our charges up until that point. These are calculated on the basis set out in our letter confirming your instructions.
4. Under the Consumer Protection (Distance Selling) Regulations 2000, for some non-business transactions, you may have the right to withdraw, without charge, within seven working days of the date on which you asked us to act for you. However, if we start work with your consent within that period, you lose that right to withdraw. Your acceptance of these Terms of Business will amount to such consent. If you seek to withdraw instructions, you should give notice by telephone, e-mail or letter to the person named in the Letter of Engagement as being currently responsible for your work. The Regulations require us to inform you that the work is likely to take more than 30 days.

C. THE SCOPE OF OUR ENGAGEMENT

9. Instructions and Scope of Engagement

1. We shall carry out the work for you as recorded in our Letter(s) of Engagement.

10. Tax advice

1. Any work that we do for you may involve tax implications or necessitate the consideration of tax planning strategies. We may not be qualified to advise you on the tax implications of a transaction which you instruct us to carry out, or the likelihood of such tax implications arising. If you have concerns in this regard, please raise them with us immediately. If we can undertake the research necessary to resolve this issue, we will do so and advise you accordingly. If we cannot, we may be able to identify a source of assistance for you.

11. Our obligations:

1. We will provide quality legal advice tailored to your objectives regarding the matter in which we are instructed, within the bounds of our professional duties and responsibilities as Solicitors.
2. We will treat you fairly and with respect.
3. We will advise you and keep you regularly informed on the work which may be required and the prospects of success for achieving your objectives and the likely degree of financial risk which you will be taking on. We will advise you of any changes in the law which may affect your matter. We will deal with your calls and letters promptly.
4. We will NOT be responsible for any matters about which you have not asked for advice from us. In particular, whilst we can advise you on tax matters, we will only do so if specifically requested.

12. Conflicts

of

interest

1. Except in very limited circumstances, we are not allowed to act when a conflict of interest exists between our duties towards you and our duties towards someone else. We have conflict checking procedures in place to make sure, as far as possible, that conflicts do not exist. However, if a conflict of

interest does come to light in the course of a matter, which prevents us from continuing to act, we must stop acting for you and we will not be liable to you for any direct or consequential losses arising from this.

13. Client

care

1. Blackburn & Co. aims to offer all clients high quality legal advice and client care and we trust that we will do so in this case.

2. If, however, there is any aspect of our service with which you are unhappy, and which you cannot resolve with the person responsible for your work, please contact John Blackburn on 01305 858102 or by post to Blackburn & Co.'s address.

3. We have a written Complaints Procedure which sets out how we handle complaints which can be downloaded from our website at www.blackburnand.co.uk; alternatively, a copy of the Complaints Procedure will be provided to you on request.

4. We have eight weeks to consider your complaint. If we have not resolved it within this time you may complain to the Legal Ombudsman. If you are not satisfied with our handling of your complaint you can ask the Legal Ombudsman to consider the complaint. The Legal Ombudsman's contact details are; PO Box 6806, Wolverhampton, WV1 9WJ. Telephone 0300 555 0333—from 8.30am to 5.30pm. E-mail: enquiries@legalombudsman.org.uk.

5. Normally, you will need to bring a complaint to the Legal Ombudsman within six months of receiving a final written response from us about your complaint or within a year of the act or omission about which you are complaining (or you becoming aware of it).

6. The Legal Ombudsman deals with complaints by consumers and very small businesses. This means that some clients may not have the right to complain to the Legal Ombudsman, e.g. charities or clubs with an annual income of more than £1 million, trustees of trusts with asset value of more than £1 million and most businesses (unless they are defined as micro-enterprises). This does not prevent you from making a complaint directly to us about the service you have received or about the bill.

14. Time

1. Time will not be of the essence in any matter unless you specifically state that time should be of the essence and the Principal of Blackburn & Co. confirms in writing or e-mail that we accept such a stipulation. Otherwise, in the absence of such a specific agreement between us, we accept your instructions strictly on the basis that time is not of the essence.

15. Jurisdiction/Applicable Law

1. Any dispute or legal issue arising between us arising from these Terms of Business or the accompanying letter of engagement and any funding agreement therewith will be governed by and construed in accordance with the law of England & Wales and both of us irrevocably agree to submit to the exclusive jurisdiction of the courts of England and Wales over any claim or matter arising under or in connection with this Agreement between us.

16. Our hours of business

1. The normal hours of opening at our offices are between 9.00am and 5.00pm on weekdays, although we may sometimes be available outside these times. We are closed on all bank holidays.

2. If you are given a mobile number to call, please do so but we cannot guarantee that it will always be answered.

17. Communication between you and us

1. E-mail and fax communications cannot be guaranteed to be secure or error-free and may be lost or delayed. If you wish to communicate with us by e-mail and/or fax you do so at your own risk. We are not responsible for and cannot accept liability for any losses suffered as a result of the use of e-mail and/or fax to communicate with us. Important instructions should be confirmed by post.

2. We may need to virus check disks or e-mail.

D. YOUR OBLIGATIONS AND INDEMNITY

18. Your obligations are to:

1. provide us with full, true and up to date information and all documentation which we request in respect of your matter or case in a timely manner and provide us with your clear, timely, reasonable and accurate instructions to allow us to carry out your work effectively;

2. deal with us in good faith and respect our professional rules and obligations;

3. co-operate fully with us in the preparation of your case;

4. safeguard any documents that may be required for your matter, including documents that you may have to disclose to another party; and

5. not ask us to work in an improper or unreasonable way.

19. Indemnity

1. You agree to indemnify us in full from all expense which we incur (directly or indirectly) as a result of any breach by you of your obligation(s) under this or any other agreement with us. Examples of such expenses include (without limitation) any fees and expenses incurred as a result of your failure to pay our invoice on the due date. We may calculate those fees and expenses on the same basis that we would charge another client if we were collecting a similar debt owed to them.

E. DISCRIMINATION, DIVERSITY AND EQUALITY

20. Discrimination, diversity and equality

1. We are committed to avoiding discrimination in our dealings with clients, employees and all other third parties who have dealings with us on the grounds of race or racial group (including colour, nationality and ethnic or national origins), sex (including marital status, gender reassignment,

pregnancy, maternity and paternity), sexual orientation (including civil partnership status), religion or belief, age or disability ("the Grounds") in its dealings with clients, employees and all other third parties that have dealings with the Company. We are committed to promoting diversity in its professional activities.

2. We will not be able to continue to act for any client who attempts to insist on the choice of instruction of a barrister or an expert on any of the above Grounds unless such preference can be justified under the permitted statutory exceptions referred to as "genuine occupational requirements" or "genuine occupational qualifications".

A. FUNDING, COSTS & FINANCIAL MATTERS

21. Charging, Invoicing and Payment Arrangements

1. The documents which set out the funding arrangements for the work done by Blackburn & Co. in relation to your matter

1. Please refer to any funding agreement (for example, conditional fee agreement, discounted fee agreement, private fee agreement etc) herewith or, in the absence of any such funding agreement, to the letter of engagement herewith which sets out the charging, invoicing and payment arrangements which apply to your work in detail.

2. Your authority to incur disbursements

1. In appointing us to act on your behalf, you are authorising us, unless you instruct us to the contrary, to incur such expenses and disbursements as we consider necessary which you will be required to reimburse to us. Examples include (without limitation) court fees, medical expert's fees, counsel's fees, search & registration fees, stamp duty and special bank transaction charges. We will consult you before incurring any significant expenses or disbursements.

3. Our Invoices

1. All invoices are final for the period covered unless otherwise stated. Invoices described as "interim" are merely requests for payment on account of our charges and are not final for a specific period. We reserve the right to render interim invoices.

2. Our invoices are due for payment within 28 days of our sending you that invoice. If an invoice is not paid on the due date, we shall be entitled to charge interest on the amount due (including any expenses, disbursements and VAT) at the rate payable on judgment debts from time to time.

3. Please note the paragraphs below relating to retention of your documents and termination of your retainer when our invoices are overdue for payment.

4. For the reasons set out below, we will not normally accept payments in cash. Payments should be made by cheque or banker's draft drawn on a UK clearing bank or by bank transfer from a UK clearing bank. Moneys due to you from us will be paid by cheque or bank transfer but not in cash and will not be made payable to a third party.

5. Alternatively, you may make payment on account of our charges or settle invoices by debit or credit card. Payments in any currency other than sterling will be treated as their sterling equivalent at the date of conversion (less conversion charges). You agree that no dispute with Blackburn & Co. will be raised with, or adjudicated by, the organisation which issued the credit card under which any payment is made to Blackburn & Co.. Instead, any dispute over any of Blackburn & Co.'s invoices which are paid for by credit card will be settled between Blackburn & Co. and you as our client, governed by our rules of professional conduct.

6. We may cease acting for you if an interim bill remains unpaid after 28 days or if our reasonable request of a payment on account of costs is not met.

7. You have the right to challenge or complain about our bill. Please see the **Complaints** section above for details of how to complain about our bill. The procedure for challenging a bill varies depending on whether it relates to a matter involving court proceedings. When we send you a bill, we will explain the relevant procedure for challenging it.

22. Receiving and paying funds

1. Our policy is to only accept cash up to a maximum of **£500.00** in any one 28 day period. If you try to avoid this policy by depositing cash directly with our bank, we may decide to charge you for any additional checks we decide are necessary to prove the source of the funds. Where we have to pay money to you, it will be paid by cheque or bank transfer. It will not be paid in cash or to a third party.

G. OUR LIABILITY TO YOU

23. Our Liability to you

1. As required by the SRA, we have professional indemnity insurance cover giving cover for claims against Blackburn & Co.. Details of this insurance, including contact details of our insurer and the territorial coverage of the policy, can be inspected at our office or made available on request.

2. Except only to the extent that the law does not permit us to exclude or limit our liability, the total liability of Blackburn & Co. in connection with or arising, directly or indirectly, from this matter will be limited to an aggregate amount of **£3,000,000.00 (THREE MILLION POUNDS)**. This limit will cover all claims of any sort whatsoever whether arising in contract, negligence or otherwise and all losses or damages including interest, costs and expenses.

3. We can only limit our liability to the extent the law allows. In particular, we cannot limit liability for death or personal injury caused by negligence.

4. We will not be liable for any consequential, special, indirect or exemplary damages, costs or losses, or any damages, costs or losses attributable to lost profit or opportunity.

24. Losses incurred by you as a result of Blackburn & Co.'s compliance with any statutory or regulatory requirement

1. We will not be liable for any loss, damage or delay arising out of Blackburn & Co.'s compliance with any statutory or regulatory requirement.

A. OUR CLIENT ACCOUNT AND INTEREST POLICY

25. Introduction

1. We will hold any money we receive on your behalf in our client account. Our interest policy ("the Interest Policy") explains our approach to paying interest where we hold money in client account for a:

1. client;
2. person funding all or part of our fees;
3. trust; or
4. person to whom a stake is to be paid (when we hold money as stakeholder).

2. These are collectively called "the recipient(s)".

3. This is a summary of the relevant part of our Interest Policy. You can view the full Interest policy on our website at <http://www.blackburnand.co.uk/> or, alternatively, ask us to send you a copy of the full Interest Policy.

4. We will:

1. pay interest when it is fair and reasonable to do so in all the circumstances; and
2. pay a fair and reasonable sum calculated over the whole period for which any money is held.

26. When will we pay interest?

1. We **will not** pay interest:

1. on money held to pay a professional disbursement, once the intended recipient has requested that we delay in paying them;
2. on money held for the Legal Services Commission or a legal expenses insurer on behalf of a client;
3. on money that we have paid into client account as an advance from Blackburn & Co. to fund a payment on behalf of a client or trust in excess of funds held for that client or trust;
4. if we have agreed with the recipient to contract out of our obligation to pay interest;

5. on monies that we are instructed to hold outside a client account in a manner that does not attract interest, e.g. cash held in our safe;

6. where the amount of interest, calculated in accordance with this policy, is less than **£50.00**;

2. We **will** pay interest on all other monies held on client account, including any monies we should have held on client account but failed to do so.

3. Interest will be calculated and paid in accordance with this policy. The amount of interest paid to each recipient will take into account various factors that are explained in our Interest Policy.

27. Types of client account

1. Client account monies can be held in two different ways:

1. in a separate designated client account (SDCA);

2. in our general client account.

28. Interest on monies held in separate designated client account

1. As a general rule, where we reasonably expect to hold monies on behalf of a recipient for at least the period stated below, we will pay it into a separate designated client account with HSBC Bank PLC.

Amount of money held for the client/third party	Period money expected to be held
£50,000.01-£100,000.00	16 weeks
£100,000.01-£300,000.00	8 weeks
£300,000.01-£600,000.00	4 weeks
£600,000.01-£1000,000.00	2 weeks
£1000,000.01 +	1 weeks

2. This is not a rigid rule and you should contact us if you would prefer us to take a different approach.

3. We will also use a SDCA:

1. for money that we hold as or on behalf of trustees under a trust

2. Unless we are instructed to the contrary, we will pay 100% of the interest received on monies deposited in an SDCA to the recipient to whom we ultimately pay the monies on deposit. Where the monies on deposit are divided between more than one recipient, we will divide the interest in the same proportions.

4. Interest will be paid before deduction of tax. It will be the recipient's responsibility to declare interest received to HMRC.

29. Interest on monies held in our general client account

1. Any money not held in a SDCA will be held in our general client account. The interest rate will be the rate available from HSBC Bank PLC on an instant access savings account for the average balance that was held for you.

2. The interest rate is likely to change from time to time.

3. Interest will be paid before deduction of tax. It will be the recipient's responsibility to declare interest received to HMRC.

30. Interest on more than one matter

1. Where we hold monies on more than one matter for a recipient, interest will be calculated separately for each individual instruction—unless it is fair and reasonable to aggregate the interest.

31. Best available interest rate

1. We are required by the SRA to deposit monies in instant access accounts only. This means that the interest rate paid on monies in an SDCA or in our general client account may not be as high as the recipient can achieve by placing the money on deposit themselves. Please contact us if you wish to discuss making alternative arrangements.

32. Interest payment dates

1. Interest will be paid at the conclusion of the matter or on a *six monthly* basis if monies are held for longer than *6 months*. Interest will be calculated over the whole period that we hold the monies, starting from the date the monies are treated by us as cleared funds; this is explained in our Interest policy.

33. Special cases

2. If we hold money jointly with a client, the interest earned will belong to the client, unless we agree otherwise.
3. If we hold money jointly with another firm, we will agree with the other firm how interest will be allocated.
4. Please see our Interest policy for other special cases, e.g. monies held as liquidators, trustees in bankruptcy, etc.

34. Unpresented cheques

5. Where we pay money by cheque to a recipient who delays in paying the cheque into their bank, we will pay additional interest only where it is reasonable in all the circumstances to do so. We reserve the right to charge for the additional work involved.

35. Contracting out of our Interest Policy

6. We may, by written agreement with you and/or the recipient, contract out of the terms of our Interest Policy.
7. We will contract out only where doing so provides a fair outcome. This will depend on all the circumstances.

8. When agreeing to contract out, we will:

1. act fairly towards you; and
2. provide sufficient information to enable you to give informed consent

I. FINANCIAL SERVICES

9. We are not authorised by the Financial Conduct Authority ("FCA"). However, we are included on the register maintained by the FCA so that we can carry on insurance mediation activity, which is, broadly, the advising on, selling and administration of insurance contracts. This part of our business, including arrangements for complaints or redress if something goes wrong is regulated by the Law Society. This register can be accessed on the FCA website at www.fca.gov.uk/register. Reference should be made to the Exempt Professional Firms ("EPF") Register.

10. Sometimes, conveyancing, family, probate, trust, tax, company and other similar work involves investments. As we are regulated by the Law Society we can provide certain limited services in relation to investments, provided they are closely linked with the legal services we are providing you. In other circumstances and as we are not authorised by the FCA we may refer you to someone who is authorised to provide the necessary advice.

11. The Law Society is a designated professional body for the purposes of the Financial Services and Markets Act 2000, but responsibility for regulation has been separated from the Law Society's representative functions. The SRA is the independent regulatory body of the Law Society.

J. INFORMATION RELATING TO YOUR MATTER

37. Dealing with your files, papers and documents

12. We are entitled to retain any money, papers or other property belonging to you which properly came into our possession pending payment of our costs, whether or not the property is acquired in connection with the matters for which the costs are incurred. This is known as a "general lien". We are not entitled to sell property held under a lien but we are entitled to hold property, other than money, even if the value of it greatly exceeds the amount due to us in respect of costs.

13. If we are conducting litigation for you, we have additional rights in any property belonging to you or preserved for you whether it is in our possession or not and in respect of all costs incurred, whether billed or unbilled. We also have the right to ask the court to make a charging order in our favour for any assessed costs.

14. Subject to our lien, upon termination of your instructions, Blackburn & Co. will store files for six years after which time they are destroyed. If you wish to recover any papers which you have provided us with during the course of the transaction please notify us within one month of the conclusion of the matter and we will return them to you. If we do not hear from you we will assume that you do not require any specific items returned to you and we will use our discretion as to what should be retained with the file for storage.

15. We will not destroy documents you ask us to deposit in safe custody. The file will consist of a number of papers some of which belong to you and some to Blackburn & Co..

16. If we retrieve papers or documents from storage in relation to continuing or new instructions to act in connection with your affairs we will not charge for such retrieval. However we will make a charge based on time spent producing stored papers or documents to you or someone at your request. We may also charge for reading correspondence and other work necessary to comply with the instructions given by you or on your behalf.

2. Disclosure of information from your files to external bodies

1. As solicitors, we have a professional and legal obligation to keep the affairs of our clients confidential.

2. However, we are or may become subject to periodic checks by external organisations or auditors who might select your file as part of a sample for checking. Furthermore, if a third party, such as a legal expenses insurer, is funding and indemnifying your case, we will have to report to such bodies on a regular basis and allow them to inspect the file(s) if they so wish. These bodies are required to maintain confidentiality in relation to your files. Please contact the Principal if you do not wish your files to be disclosed to any such external bodies.

3. We may also outsource work. This might be, for example, typing, photocopying, costing, pagination, research or preparation to assist with your matter. It will also sometimes be necessary to disclose such information to expert witnesses, barristers, your opponent(s) and the court in litigation matters.

4. In any of the above cases, we would need your consent for information from your file to be made available.

5. Any such disclosure of information from your file is made on the basis that such information remains strictly confidential and will not be released by the third party to any other person. If you prefer to withhold your consent to periodic checks by external assessors or auditors, work on your file will not be affected in any way. However, withholding your consent to disclose such information to a body which is funding your case may mean that that body is not prepared to continue to fund and/or indemnify your case. Withholding your agreement to allow us to disclose such information to outsource work or to third parties to allow us to progress your case will at the very least cause delay and might make it impossible for us to continue to act for you. Since very few of our clients do object to such disclosure for the above purposes, we will assume that you do consent unless you notify us to the contrary. We will also assume, unless you indicate otherwise, that consent on this occasion will extend to all future matters which Blackburn & Co. conducts on your behalf. Please do not hesitate to contact us if we can explain this further or if you would like us to mark your file as not to be inspected. If you would prefer to withhold your consent, please confirm this in writing to us.

3. Data

Protection

Act

1. The Data Protection Act 1998 ("DPA98") requires us to advise you that your particulars are held on our database. In providing legal services in the United Kingdom, we will either act as a data controller or a data processor appointed by you. Where we act as a data controller in relation to any processing of personal data, we will comply with the provisions of DPA98. Where we act as a data processor we will take such security measures as are required to enable us to process personal data in compliance with obligations equivalent to those imposed on you by the Seventh principle of the DPA98.

2. We use the information you provide primarily for the provision of legal services to you and for related purposes including: updating and enhancing client records; analysis to help us manage our practice; statutory returns; and legal and regulatory compliance.

3. Our use of that information is subject to your instructions, the DPA98 and our duty of confidentiality. Please note that our work for you may require us to give information to third parties such as expert witnesses and other professional advisers.

4. We may, from time to time, use these details to send you information which we think may be of interest to you. This may include legal updates, seminars and/or hospitality events. If, at any time, you or any member of your organisation no longer wishes to receive this information from us, please contact us.

5. Under the DPA98 you have the right upon payment of a fee to obtain a copy of the personal information we hold about you. If you believe that any information that we hold about you is incorrect or incomplete, you should contact us without delay. Any information which is found to be incorrect will be corrected promptly. All correspondence in relation to data protection, including any request for a copy of your personal information, should be made to us in writing addressed to the Data Protection Officer.

4. Intellectual property

1. Our work is licensed to you for the sole purpose of your current instructions. All other copyright and moral rights are reserved and asserted but such licence may be withheld for non-payment of fees. Our logo is a trademark and is hereby asserted.

5. Prevention of money laundering and terrorist financing

1. We are required by law to obtain evidence of your identity as soon as reasonably practicable. You will therefore be asked to supply us with certain documents before we can act for you. We are entitled to refuse to act for you if you fail to supply appropriate proof of identity for yourself or for any principal whom you may represent. We may arrange to carry out an electronic verification of your identity if we consider that a saving of time and cost will be achieved by doing so. The cost of any such search will be charged to you. If the amount is in excess of £10 including VAT, we will seek your prior agreement.

2. Our obligation of client confidentiality is however subject to an exception: recent legislation has placed solicitors under a legal obligation to disclose information in certain circumstances to the Serious Organised Crime Agency ("SOCA"). Where a solicitor knows or suspects that a transaction on behalf of a client involves money laundering, the solicitor may be required to make a money laundering disclosure. If this happens, we may not be able to inform you that a disclosure has been made or of the reasons for it because the law prohibits "tipping off". In rare circumstances, we may be required to ask for your consent to make a disclosure. If you refuse then we may have to stop acting for you.

A. SERVICE LEVELS

6. Service levels and frequency of communication

1. We will update you by telephone or in writing with progress on your matter at least every 3 months.

2. We will explain to you by telephone or in writing the legal work required as your matter progresses.

3. We will update you on the likely timescales for each stage of this matter and any important changes in those estimates. Whenever there is a material change in circumstances associated with your matter, we will update you on whether the likely outcomes still justify the likely costs and risks.

4. We will update you on the cost of your matter in accordance with the intervals (if any) set out in our letter of engagement confirming your instructions. If appropriate, we will continue to review whether there are alternative methods by which your matter can be funded.

B. EQUALITY AND DIVERSITY

7. We are committed to promoting equality and diversity in all our dealings with clients, third parties and employees. Please contact us if you would like a copy of our equality and diversity policy.

C. OUR ANTI-BRIBERY AND CORRUPTION POLICY

8. In accordance with the Bribery Act 2010 and all other applicable UK legislation, regulations and codes in relation to bribery or corruption and any similar or equivalent legislation in any other relevant jurisdiction ("the Applicable Bribery Laws"), Blackburn & Co. has in place an anti-bribery and corruption policy ("the Anti-bribery and Corruption Policy") to prevent bribery and corruption ("Bribery").

9. In the following clauses, the expressions "adequate procedures" and "associated" shall be construed in accordance with the Bribery Act 2010 and documents published under it.

10. In accordance with the Anti-bribery and Corruption Policy, both Blackburn & Co. and you agree to:

1. comply with the Applicable Bribery Laws, including ensuring that both we and you have adequate procedures in place to prevent Bribery;

2. use all reasonable endeavours to ensure that all your and our personnel and subcontractors, together with all others associated with you or us, who are involved either in performing the services provided pursuant to this agreement or the agreement itself shall comply with the Applicable Bribery Laws;

3. Without limitation to the above sub clause, neither Blackburn & Co., nor you, shall make or receive any bribe (as defined in the Bribery Act 2010) or other improper payment or allow any such to be made or received on its behalf, either in the United Kingdom or elsewhere and will implement and maintain adequate procedures to ensure that such bribes or payments are not made or received directly or indirectly on your or our behalf.

11. Offering or accepting bribes could lead to the termination of this contract.

D. FUTURE INSTRUCTIONS

12. Unless otherwise agreed, these Terms of Business will apply to all future instructions you give us on this or any other matter.

E. ANY ADDENDUM CONTAINING ADDITIONAL TERMS AND CONDITIONS RELATING TO YOUR MATTER

13. Please note that the terms and conditions contained in the following attached addendum/addenda form part of these terms of business where Blackburn & Co. is instructed in the following situations:

Situation	Addendum to TOB
Blackburn & Co. is instructed by more than one client jointly	Addendum to terms of business for Multiple or Collective Clients
Blackburn & Co. is instructed by or on behalf of a collective client (for example a partnership, company or unincorporated association).	Addendum to terms of business for Multiple or Collective Clients