

Schedule 3

Jordans Trust Company (Jersey) Limited – Standard Terms and Conditions

1 Scope

These terms and conditions, as amended from time to time, (the "Standard Terms") apply to the supply of all products and services carried out in connection with (whether or after its establishment), any trust, body corporate, individual, partnership, foundation or other association or body of persons ("Administered Body") by Jordans Trust Company (Jersey) Limited ("we" or "us") (the "Services") or performed for or on behalf of any person to whom we provide the Services ("you"), except software products, unless both parties otherwise agree in writing.

2 Agency

We accept orders and instructions, as agent, to provide the Services only on the basis that those instructing us do so as principals and are liable directly to us for payment of our fees, expenses and disbursements incurred in providing the Services.

3 Delegation to third party contractors

We may, as your agent, directly or through an intermediary delegate to another contractor ("Third Party Contractor") to carry out the whole or any part of our powers, duties, discretions and functions under these Standard Terms upon such terms and conditions as we may think fit, including the power to sub-delegate. We shall pay the charges of Third Party Contractors on your behalf and recharge them to you or the Administered Body along with our own fees incurred in providing the Services. We will take all reasonable care in selecting and instructing a Third Party Contractor. However, we have no control over the activities of a Third Party Contractor and therefore accept no responsibility for the Services provided to you or the Administered Body by that Third Party Contractor or for any errors or omissions in the provision of the Services.

4 Adequacy of instructions

We shall provide the Services only on the basis that those instructing us give us all proper, necessary and timely instructions, authority and information (including the execution of all documents required), given by letter, fax, or any means of electronic communication that is received by us in a form legible to us, and at our discretion, oral instructions, to enable us to undertake lawfully and effectively the provision of the Services, and that those instructing us indemnify us accordingly.

5 Third party reliance

The Services, including search reports and information services, are provided solely for the your use or the use of the Administered Body and that your or the Administered Body's own client on whose behalf the work has been commissioned and shall not be used or relied upon by any other third party.

6 Delivery of products and services

Products are delivered using first class post, fax or email (as appropriate), unless otherwise stated. Where you request an alternative method of delivery, you must meet those costs. The Services are provided using reasonable skill and care.

The description and price of any products or the Services and delivery details will be provided in the confirmation of order and/or invoice despatched with the product or the Service. Products and the Services will be provided within a reasonable timescale unless otherwise agreed with you.

7 Payment

We may require cash payment in advance before providing the Services. Where we have agreed credit terms for you/ Administered Body our invoices are due for settlement 30 days from the date of the invoice. We reserve the right to charge for costs and expenses incurred in recovering late payments, and to charge interest at 4% above the base rate of Barclays Bank plc as at the due date.

8 Search and other reports

We accept no responsibility for the accuracy of any part of any search or other report where it is apparent that it is not derived from information in a public register, or for any inaccuracy, omission or other error in any public register upon which our search or report is based.

9 Non completion of the Services

Where you or the Administered Body instructs us to undertake the Services, you will be responsible for our costs in providing the Services whether or not they proceed to conclusion.

10 Liability

Except in respect of claims for death or personal injury resulting from negligence or as otherwise prohibited by law, our liability for loss or damage (direct, indirect or consequential) including all loss of profit or business arising out of any single claim, event, or series of related claims or events (including claims based on negligence) shall not exceed £5,000,000.

Save as precluded by law, we shall not be liable to you or the Administered Body for any indirect or consequential loss or damage (whether for loss of profit, loss of business, depletion of goodwill or otherwise), costs, expenses or other claims for consequential compensation whatsoever (howsoever caused) which arise out of or in connection with the Services or these Standard Terms.

11 Data protection

We will use personal information which we hold about you to provide the Services to you, for credit control and market research purposes and to inform you about our other services and products, legal developments and training sessions or events which we believe may be of interest to you. We may share your personal information with other companies in our group, including Jordans Limited, Jordans International Limited, Jordan Publishing Limited, Jordans (Scotland) Limited and our other overseas offices (full details of which are available on our website www.jordans-international.co.uk), for any of the above purposes.

In order to provide the Services to you we may be required to pass your personal information to parties located outside of the European Economic Area in countries which do not have data protection laws equivalent to those in Jersey or the UK. Where this is the case we will take reasonable steps to ensure the privacy of your information. Except in the situations listed above or as required or allowed by law or other regulation, we will not pass, disclose, rent or sell your personal information (other than any personal information which is already publicly available and which is incorporated into our search products) to any third party without your prior consent.

In providing us with your personal information you warrant that you consent, or where relevant have obtained the consent of the data subject, to our holding and using the personal information for the purposes outlined in this paragraph.

If you do not wish to receive information from us please write to the Managing Director, Jordans Trust Company (Jersey) Limited, PO Box 456, Portman House, Hue Street, St Helier, Jersey JE4 5RP marking the envelope 'Data Protection'.

You are entitled upon written request and on payment of a small fee, to a copy of any personal data (as defined in the Data Protection (Jersey) Law 1987) which we hold about you.

12 Due diligence

In certain circumstances we are required by anti-money laundering regulations to obtain information and documentation to identify and verify your identity and certain persons connected to you unless an exemption is available. If you fail to supply any due diligence information or documentation that we have requested we may, without any liability, be unable to provide the Services to you.

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13 Customer services

If you are unhappy with any aspect of our service in providing the Services, please contact the Managing Director at Jordans Trust Company (Jersey) Limited, PO Box 456, Portman House, Hue Street, St Helier, Jersey JE4 5RP. Any complaints will be dealt with sympathetically and we will work with you to reach a satisfactory conclusion.

14 Changes to Standard Terms

We reserve the right to make changes to these Standard Terms from time to time.

15 Governing law and jurisdiction

These Standard Terms and all documents, agreements and application forms into which these Standard Terms are incorporated (where there is no proper law clause set out in such document) shall be governed by and construed in accordance with the laws of the Island of Jersey and you, us and the Administered Body agree to submit to the non-exclusive jurisdiction of the Jersey courts.

Jordans Trust Company (Jersey) Limited
PO Box 456
Portman House
Hue Street
St Helier
Jersey JE4 5RP
Registered in Jersey No. 57493

