

Adrian Leopard & Company - Chartered Accountants
Conditions of business for Telephone Advice Line

1a These conditions apply to the Telephone Advice Line professional service provided by Adrian Leopard & Co which is hereinafter referred to as "the Firm". Adrian Leopard & Co is the trading name of Alderney Offshore Limited, hereinafter also referred to as "the Firm", a company registered in Alderney in the Bailiwick of Guernsey and all contracts with the Firm will be deemed to be made with that company, whether ostensibly made in the name of the company or of the Firm or of Mr A J Leopard or any other employee in his personal capacity.

b Should the Firm deem it appropriate or necessary to utilise the services of its associated firms or companies in the performance of the required services, it may do so at its sole discretion and these terms and conditions will apply to any such associate as if the contract were made directly with it

2a In these conditions the term "Client" shall include any individual, company, trust or other entity who chooses to avail him- or herself of the services of the Telephone Advice Line.

b There is no bar to a Client being both a Telephone Advice Line client and a client of the Firm under its normal terms and conditions, even in respect of the same matter.

3a The basis of charge in relation to the Telephone Advice Line will be the purchase of blocks of 30 minutes of time engaged on the telephone for the purposes of the service, hereinafter referred to as "blocks", at the price currently shown on the web site.

b Blocks must be paid for in advance and may be paid for by credit or debit card on the web site or by any other convenient method but the purchase will not be complete until the Firm is in receipt of cleared funds.

c In relation to the Telephone Advice Line service unused time may be carried forward to future telephone calls but any unused time will expire two months after purchase. Expiry will not apply to Clients for whom the Firm is currently acting in any matter other than use of the Telephone Advice Line service.

d Blocks purchased by professional firms subscribing to the Telephone Advice Line under the Professional Firms Scheme will not expire.

e The cost of telephone calls to standard landlines within Europe is included; if you do not have a standard land line then you must telephone the Firm.

f All discussions on a Telephone Advice Line call will count towards the total of time consumed regardless of the nature of the discussion or the subject matter thereof.

4b Money laundering: the Firm is required to observe money laundering legislation in particular in but not limited to the Bailiwick of Guernsey and the United Kingdom and, without prejudice to the generality of the statutory requirements, acts in accordance with the advice provided by the Joint Money Laundering Steering Group and the Association of Chartered Certified Accountants. In this respect the Firm is a regulated entity when providing the following advice in the following capacities:

Auditors
Insolvency Practitioners when acting as such
External Accountants
Tax Advisers

Accountancy services as provided by External Accountants includes any service provided under a contract for services which pertains to the recording, review, analysis, calculation or reporting of financial information. General advice which does not involve the use of actual financial information is therefore not subject to the money laundering regulations. Any client registering for "General Advice Only" under the Telephone Advice Line will not be provided with any advice in relation to specific financial information. This may be obtained by complying with the usual money laundering "know your client" due diligence when "Full Client" status will be accorded.

c The Firm gives notice to all persons from whom funds are received other than General Advice Only clients that it is required to hold on file such evidence as may be appropriate certifying the identity of clients in accordance with the current regulations.

d General Advice Only clients may remain anonymous if they so wish.

e Information for the purposes of the regulations will normally be obtained on line by means of completing the data form and verified electronically and original documentation will normally only be called for if the electronic systems are unable to provide the certification required.

5 The Firm shall not be responsible for any breach of security or confidentiality arising out of the act of any third party whether it be the Client or other person

6 The Firm shall not be responsible for any breach of security or confidentiality in relation to a Client if it is required by the Royal Court of Guernsey or the Court of Alderney or the court of any other jurisdiction which might for the time being have power to enforce the disclosure of information whether under a court order or search warrant or otherwise within the law and this clause shall extend to any disclosure made under a statutory obligation arising under any money laundering legislation

7 The Firm shall not be liable for any incorrect verbal information provided on the Telephone Advice Line in any circumstances except where it is given in bad faith. A Client wishing to receive written confirmation of advice provided on which he may rely may obtain this by registering as a Full Client and paying the Firm's normal charges for such written advice and the Firm's normal terms and conditions apply.

8 The Firm does not in any circumstances provide advice in relation to the committing of illegal acts, including money laundering, or knowingly aid and abet a Client to carry out any illegal act and it will cease to provide advice if it considers that this is the purpose of the request. The Firm will advise a Client appropriately if it considers he might commit a criminal offence for the purposes of enabling him to avoid so doing.

9 With respect to investment business in any jurisdiction, the Firm is not authorised to carry this on and does not do so and will not provide advice on the Telephone Advice Line in this respect. Any Client receiving what he believes to be unauthorised advice must ignore it

10 With respect to Telephone Advice Line services to be provided to a Client a request for such is made on the web site and an engagement letter confirming the services and terms pertaining thereto is provided by the Firm as part of the registration process

11 It is acknowledged that these terms and conditions may be amended from time to time and that such amendments will apply automatically

12 VAT is not chargeable in respect of work invoiced from the Bailiwick of Guernsey

13 **Your rights to cancel: you have seven days from the date of your contract with us over the internet to cancel your order for blocks of time. However this right is superseded if you commence to utilise the service which you have purchased. If you wish to claim a refund under this heading you should contact the Firm either by e mail or by telephone. The Client acknowledges that he is unable to make any claim for refund after he has commenced the utilisation of the service**

14 **Refunds: aside from your statutory right to cancel and seek a refund as provided for in condition 13, once you have purchased a block of time there is no right to a refund for either the whole of a block or any unused part. The attention of clients to the Telephone Advice Line service is drawn to clause 3c of these conditions**

15 **Any client considering that he was misled into purchasing a block of time may have his complaint in that respect referred to the Firm's complaints department for an internal ruling. Refunds may be offered at the discretion of the management.**

16 The proper law of contracts made pursuant to these conditions will be that of Guernsey whose court alone shall have jurisdiction to determine disputes. The parties may at their joint option agree to any dispute being determined by arbitration or mediation and the Firm may at its own option choose to issue proceedings in any jurisdiction where the Client is resident or has assets