

CHANNEL HOUSE TRUSTEES LIMITED

TERMS OF BUSINESS

This document sets out the terms and conditions on which we accept instructions and charge for our services. We wish to provide the best possible service consistent with your requirements in a friendly and cost-effective manner and to develop a close working relationship with you to fulfil your financial needs. When initially instructed we will carry out checks in relation to all parties involved in a case to ensure there are no conflicts of interest. In the event of any conflict between the provisions of these terms of business and of any management agreement, administration agreement or trust instrument entered into between us, the provisions of such management agreement, administration agreement or trust instrument shall prevail.

### RESPONSIBILITY

We will advise you of the name of the director who will be responsible for your affairs and of any other director or staff member who will be actively involved, unless they are known to you from previous dealings with us. We will advise you of any changes in relevant personnel.

Unless you advise us to the contrary we shall accept your instructions as a principal rather than as an agent and will account to you accordingly.

### FEES

We charge separately for the creation of an entity and thereafter for its ongoing administration.

#### FORMATION AND INITIATION

##### TRUSTEE SERVICES

Accepting appointment as trustees.	£1,500 - £5,000 depending on the nature of the trust
Drafting and engrossing the trust documentation.	Based on time spent
Taking title to Trust assets.	Based on time spent

##### CORPORATE SERVICES

Transfer of an existing company to our administration	Based on time spent (Minimum fee £1,500)
Company formation	Based on time spent (Minimum fee £1,500)

We are also prepared to act as protectors and enforcers of trusts for which fees will be negotiated but will be based on time spent.

We can incorporate companies in most jurisdictions.

#### ANNUAL ADMINISTRATION AND MANAGEMENT

##### TRUSTEE SERVICES

Annual trustee responsibility fee	£1,100 minimum
Administration, bookkeeping, etc	Based on time spent

##### CORPORATE SERVICES

Annual fee	£1,100 minimum
Administration, bookkeeping, etc	Based on time spent

At your option, we are prepared to negotiate ad valorem or fixed fee arrangements in lieu of the above.

The above charges are in respect of non-trading companies.  
Fees for trading companies are subject to negotiation.

Charges for administration are based upon time expended, taking into account what is fair and reasonable having regard to all the circumstances. Circumstances that may affect the level of administration fees include the following:

- a) The complexity and novelty of the case.
- b) The specialised knowledge required to administer the case.
- c) The monetary or other value of the matter.
- d) The number and length of documents for review.
- e) The urgency of the matter.

Time spent is recorded by all our staff as it is usually the most significant factor in assessing fees.

OUR HOURLY RATES FROM 1ST JANUARY 2003 ARE AS FOLLOWS:

Director	-	£170 - £240
Trust Officer	-	£110 - £140
Trust Administrator	-	£75 - £100

Our rates are subject to revision on 31st December annually but may be revised at other times. We will notify you of any change to our hourly rates other than as a consequence of a general annual review.

Attendance at meetings outside Jersey will attract fees commensurate with the time spent out of the island plus all relevant travel, hotel and related expenses.

### BILLING AND PAYMENT

It is our practice to bill annual trustee or corporate responsibility fees annually in advance and to bill administration fees quarterly in arrears.

All expenses including, but not limited to, legal and government fees, postages, telephones, photocopying, fax and courier charges ("Disbursements") will be applied to your account or included in your next bill. Matters in which substantial disbursements are likely to be, or have been, incurred, or where a considerable amount of time has been spent, may lead to more frequent billing. Our accounts department will respond to queries on fees.

All bills are for payment in Sterling within one month. We reserve the right to charge interest for late payment at the rate of 2% over The Royal Bank of Scotland plc base rate.

### PAYMENTS ON ACCOUNT

We may require a payment in advance in respect of fees and disbursements. We will credit such payments to our client account and apply them, together with interest earned, against future bills, copies of which will be sent to you.

Having regard to all the circumstances (including the amount and length of time for which money is likely to be held) small amounts of interest arising will not be credited against future bills or be paid to you. Where we have rendered a final bill to you, but we are retaining monies to be applied against future disbursements, we will not account to you for any interest on such monies.

### TERMINATION

Once instructed, we will normally continue to act for you in the matter until its conclusion. Circumstances may arise where it is appropriate for either of us to terminate the arrangement. In such event, you will be responsible for fees and disbursements due to us to the date we cease to act including those relating to the transfer of the work to another service provider of your choice. Annual responsibility fees, which are payable in advance, are not usually refunded.

COMPLAINTS

If you have a complaint relating to our services which you are not able to resolve with the director or fee-earner responsible for the conduct of the matter you should contact the Managing Director or the Compliance Director to advise the nature of the complaint. They will make every effort to resolve it quickly.

CONFIDENTIALITY

Information passed to us is kept confidential and will not be disclosed to third parties, except as authorised by you or required by law. If, on your authority, we are working in conjunction with other professional advisers we will assume that we may disclose any relevant aspect of your affairs to them.

MONEY LAUNDERING

We are required by law to report evidence or suspicion of money laundering or criminal conduct. If such an event should occur we are prohibited from notifying clients of the fact that a report has been made. The relevant statutory provisions, which are aimed at preventing criminal activity, require that we obtain proof of identity from clients for whom we act in connection with relevant financial business. Accordingly, you will be asked to supply information and documentation to prove your identity.

APPLICABLE LAW

Our relationship with you will be governed by Jersey law and will be subject to the exclusive jurisdiction of the courts of the Island of Jersey.

For and on behalf of Channel House Trustees Limited.

Director \_\_\_\_\_ Date \_\_\_\_\_

Director \_\_\_\_\_ Date \_\_\_\_\_

Agreed and accepted by \_\_\_\_\_

Name \_\_\_\_\_ Date \_\_\_\_\_

Agreed and accepted by \_\_\_\_\_

Name \_\_\_\_\_ Date \_\_\_\_\_

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Channel House Trustees Limited is licenced by the Jersey Financial Services Commission to carry on trust company business in terms of the Financial Services (Jersey) Law 1998.