

Order Form
Agent for Service of Legal Process
(ASP10a)



Please complete in BLOCK CAPITALS

Particulars

1. Appointor details:

Please provide details of the party to the legal document to whom the service is provided. For a company provide full company name; for an individual please underline surname

Name: _____
Address: _____
Town: _____
Country: _____ Postcode: _____
Telephone: _____ Fax: _____
Email: _____

2. Contact details (for the provision of the service):

Provide details of the person who we should contact if notices are received (if different to the Appointor).
Please tick box relating to preferred method of contact,

Name: _____
Organisation name: _____
Address: _____
Town: _____
Country: _____ Postcode: _____
Telephone: _____ Fax: _____
Email: _____

Please provide this information for additional Contacts on a separate sheet and tick here (an additional fee will apply for extra contacts, see our basis for charging section):

3. **Instructing party (if different to the Appointor(s))**

Please complete the following if you are acting on behalf of the Appointor(s) and want us to liaise with you in respect of the establishment of the new facility

Name: _____
Organisation name: _____
Address: _____
Town: _____
Country: _____ Postcode: _____
Telephone: _____ Fax: _____
Email: _____

Please tick here if we are also required to invoice you. In this instance you will be the party to the contract with us, you will need to sign the Order Form in section 8 instead of the Appointor(s).

4. **Delivery of Confirmation**

Upon receipt of the signed order form, we shall issue our confirmation letter(s). Please indicate to whom we should send this letter:-

The Appointor
The Contact(s)
The Instructing Party
Other (please advise)

5. **Legal Documents (to which the appointment will relate):**

Date/Proposed date	Description of legal document	Parties
_____	_____	_____
_____	_____	_____
_____	_____	_____

Please provide this information for additional Legal Documents on a separate sheet and tick here (each additional legal document attracts a fee, please refer to our basis for charging section):

Please Note: Additional agreements added at a later date i.e. after the initial facility has been set up, will be charged as a new facility (please refer to our basis of charging section).

6. **The type of service you require:**

Annual service: **OR** Fixed period service (provide date of termination): _____

7. **Arbitration**

Please indicate below whether you wish our agency service to extend beyond acceptance of service of proceedings issued out of the courts of England to include acceptance of service or arbitral proceedings under the Arbitration Act 1996:

Yes please act for Arbitration (an additional fee applies to this facility, please see our basis of charging section)

8. **Acceptance:**

These Particulars together with the annexed Terms and Conditions will constitute the contractual terms subject to which we will act as your agent for the service of proceedings issued out of the Courts of England in respect of each of the Agreements listed above and for the duration specified above.

If you are in agreement with these terms please sign below as Appointor (or as named Instructing Party and agent for the Appointor) and return to us the white copy confirming your order. Our appointment will become effective only on countersignature by Jordans International Limited, and effective upon such a signature.

Signed on _____ 2010

Signed on _____ 2010

The Appointor(s)/Instructing Party
(each Appointor must sign – sign against details
provided on separate page if necessary)

For and on behalf of
Jordans International Limited

Contract Reference (Jordans to complete):	
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If any details change at any time please notify us immediately so that our records are maintained up to date at all times, quoting the above contract reference number.

Jordans International Limited

Standard Terms and Conditions

Applicable to Agency Services for the Acceptance of Service of Proceedings issued out of the Courts of England

1. In these terms and conditions reference to "we", "our" or "us" are to Jordans International Limited and references to "you" and "your" means the Appointor or where applicable the Instructing Party stated in Particulars to be contracting on behalf of the Appointor.
2. We will act as your process agent and accept on your behalf service of proceedings issued out of the courts of England in relation to all and any of the agreements. As soon as reasonably practicable after accepting such service, we will notify you by email or fax to the specified contact, which notice will include a copy of the Claim Form and Particulars of a Claim (or the equivalent) but will not include appendices or attachments to the same and any other documents served on us.
3. Following our receipt of any documents relevant to the proceedings, we will promptly notify you of their receipt and seek your instructions as to how best to deliver or transmit the same to you or your advisors. All costs of transmission will be for your account and we shall be entitled to retain such documents until we have received your instructions and you have put us in funds to cover such transmission costs.
4. At the bottom of the Particulars we specifically require you to keep all particulars details fully up to date notifying us promptly of any changes and by reference to the relevant Contract Reference Number. Our obligation to contact you will be to contact only the named Contact and using the up to date named contact particulars.
5. If it proves impossible, for whatever reason, to contact the named Contact we shall use our reasonable endeavours to communicate with you by whatever means may seem appropriate to us. We have no responsibility to ensure or guarantee actual receipt by you or your agent of any communication or document. Our appointment shall continue either on an annual basis or until the specified Term Date unless you and we have agreed an extension and subject always to the provisions for early termination set out below. Any extension may be agreed orally and evidenced by the issue by us of an invoice specifying the extension period.
6. Our fees shall be in line with the Basis of Charging set out below. In addition you will be responsible for and will reimburse us for all expenses incurred by us in carrying out our duties as your agent including notarial fees, costs of postage and couriers. If you fail to pay the full amount of any invoice within 30 days of its issue, we reserve the right to terminate the appointment by notice to you given at any time after such failure, save where the failure has been remedied. All payments must be made without deduction for any taxes or other duties and if you are required by law to make any such deduction, you will pay such additional amounts as will ensure that we actually receive, net of any deductions, the amount due to us.
7. Should you request we will give to any other party to the Agreements confirmation, in form and substance acceptable to us, that you have appointed us as your agent. A further fee will be payable if we are requested to give such confirmation to more than one other party.
8. 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 in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise arising in connection with performance of our services as your agent hereunder shall not exceed £1,000,000. Save as precluded by law, we shall not be liable to you for any indirect or consequential loss or damage of whatever nature.

Contract Reference (Jordans to complete):	
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9. You will have no right of action against us for failure to perform any of our duties unless such failure is due to our negligence or wilful default. You will indemnify us against all liabilities, claims, costs and expenses arising in any way out of our appointment save where such liabilities, claims, costs or expenses are incurred as a result of our negligence or wilful default.
10. If we have invoiced you for a specified term and you have paid fully in respect of the same we shall only be entitled to terminate our appointment in the event that you commit a material breach of your obligations and fail to remedy the same within 30 days of receiving notice in writing requiring the same to be remedied or otherwise in the event of receiving notice in writing requiring the same to be remedied or otherwise in the event of your insolvency. In the event of termination no fees paid will be refunded.
11. Our basis of charging is set out under the heading "Basis of Charging".
12. The Particulars, together with these Terms and Conditions shall be governed by and construed in accordance with English Law, set out the entire agreement between us and we are under no obligations relating to our appointment other than those expressly so set out. No provisions of any of the Agreements shall be taken to override any part of these Terms and Conditions and we shall not be deemed to have notice of any provisions of any of the Agreements.

13. Basis of charging

We will charge fees by Appointor and for the relevant number of Legal Documents within any transaction (and for these purposes each ISDA Master Agreement with a separate counterparty is treated as a separate transaction).

The fees below relate to our appointment only in respect of proceedings issued out of the courts of England. If you want us to also receive documents served in respect of arbitration proceedings in relation to the same Legal Documents the additional charge listed below will apply.

We will charge our costs of administration where the application form has been completed and signed by the parties but you do not then wish to proceed with the appointment. Please see heading "Fee scale – Early termination" below.

Fee scale – Early termination:

£100 + VAT or 10% of our standard fee + VAT for the provision of the full annual or fixed period service (as the case may be), whichever is the greater.

Fee scale - Annual service:

£390 + VAT per annum for 1-3 Legal Documents. Additional legal documents: £50 + VAT per annum per additional document (when included at the outset of the new facility).

Fee scale - Fixed period service:

Period of appointment	Fixed fee for 1-3 documents	Fee for each additional document
Up to 1 year	£390 + VAT	£50 + VAT
Up to 2 years	£455 + VAT	£60 + VAT
Up to 3 years	£530 + VAT	£70 + VAT
Up to 4 years	£605 + VAT	£80 + VAT
Up to 5 years	£680 + VAT	£90 + VAT
Over 5 years	Add £115 + VAT for each subsequent year	Add £10 + VAT for each subsequent year

Additional Fees

Contract Reference (Jordans to complete):	
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If any details change at any time please notify us immediately so that our records are maintained up to date at all times, quoting the above contract reference number.

Our fee includes the appointment of one contact within the appointing organisation. For each additional contact or contact address add:	£50 + VAT
Our fee includes the confirmation of our appointment to up to 2 persons. For each additional confirmation add:	£100 + VAT

Arbitration

The fees to act in respect of arbitration proceedings in relation to the same agreements will be charged at the full Agent for Service of Legal Process rate i.e. £390 + VAT per annum for 1-3 Legal Documents. The same fee will also apply for the fixed arbitration facility as listed for the Agent for Service of Legal Process.

All quoted fees are net of VAT. Please ensure that you add VAT to the quoted fees. The UK VAT rate is 17.5%.

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