

TERMS AND CONDITIONS OF BUSINESS

THIS IS AN IMPORTANT DOCUMENT WHICH YOU SHOULD READ CAREFULLY IN CONJUNCTION WITH OUR CLIENT CARE LETTER

IF YOU ARE INVOLVED IN A DISPUTE OR ABOUT TO BECOME INVOLVED IN ONE, PLEASE LOOK CAREFULLY AT THE SECTIONS 22 AND 30 OF THIS DOCUMENT RELATING TO LEGAL EXPENSES INSURANCE AND PRESERVATION OF DOCUMENTS

1. Terms of business

Thank you for instructing **SBP Law LLP** (the “**Firm**”) to act on your behalf (the “**Client**”). This document sets out the terms of the Firm’s contractual relationship with you (the “**Retainer**”). References in this document to “**we**”, “**us**” and “**our**” are to the **Firm** and references to “**you**” and “**your**” are to the **Client** save where the context provides otherwise.

This document will be referred to as the “**Terms**” and is to be read in conjunction with the personalised Client Care Letter (the “**CCL**”). Both the Terms and the CCL will form the basis of the Retainer with you. Please read both documents carefully as they include certain exclusions and limitations of liability. Please tell us immediately if you do not understand or agree to anything.

If there is any conflict between these standard Terms and any additional and/or revised Terms, the later Terms will prevail.

We reserve the right to alter the Terms because of legislative or other changes. We will notify you of the amendments in writing.

2. Place and hours of business

The normal hours of opening are between 9.30am and 5.30pm on weekdays, excluding public holidays. The Firm’s lawyers are willing to attend the offices and homes of clients if necessary and by arrangement.

We are an unincorporated partnership with offices at Glade House, 52-54 Carter Lane, London, England, EC4V 5EF. The Firm’s partners are referred to throughout these Terms as “partner” or “principal”.

We are authorised and regulated by the Solicitors Regulation Authority under SRA Number **605462** (website <http://www.sra.org.uk>).

3. Communications between You and Us

We pride ourselves on being approachable and will aim to communicate with you by the most appropriate method (or as agreed with you).

Unless you let us know otherwise, we will assume that you are happy for us to communicate with you by email, even though we cannot guarantee that it is completely secure or confidential. We do not routinely encrypt emails. We do monitor emails for internal policy reasons.

4. Scope of the work, your obligations, and next steps

You have asked the Firm to act on your behalf in relation to your legal matter. The description and scope of the work you have asked us to carry out is contained in the CCL. We may later agree in writing to vary or amend the Retainer. The CCL contains important information about the Retainer we have with you and the services we will provide.

You give us full authority to act for you to the extent necessary or desirable in relation to your matter. In particular, we may engage barristers and other third parties, and otherwise incur on your behalf reasonable expenses of a type which is necessary or appropriate to incur in relation to your matter. The extent to which we will request, retain, store and/or disclose your personal data and the reasons for this, including your rights in respect of this are detailed in the attached Data Protection Information Notice.

It is important that you read all correspondence and documents received, and promptly raise any questions about such correspondence and documents received.

In order to enable us to provide you with an efficient service, we ask that you provide us with clear, timely and accurate instructions and provide us with all the documentation required to progress the Retainer in a timely manner.

If you provide us with inaccurate or misleading information this may affect the Retainer and in some circumstances will prevent us from acting for you. In the event this occurs we will notify you in writing and explain why we cannot act for you. You will remain liable for any fees and disbursements incurred.

5. Solicitors' Code of Conduct

Details of our Code of Conduct can be found at the following website <https://www.sra.org.uk/solicitors/standards-regulations/code-conduct-solicitors/>.

6. Compliance officers

The Compliance Officer for Legal Practice for the Firm is Nicholas Allen and the Compliance Officer for Finance and Administration is Michael Segen.

7. Where the Client is not an individual

We are frequently instructed by companies, partnerships, limited liability partnerships or other entities other than individuals ("**Corporate Entity**").

By agreeing to these Terms, the Corporate Entity confirms that any officer or employee representing the Corporate Entity has the necessary consent and approval to represent the Corporate Entity and provide instruction to the Firm in relation to this matter.

In the event the Corporate Entity wishes to restrict the provision of instructions, to particular officers or employees, the Corporate Entity will provide written notification of who the firm can take instructions from.

8. Fees and costs estimate

We normally charge for work on an hourly basis according to seniority and experience of the personnel involved, and the complexity of the matter. The CCL has either provided details of our fees (where fixed) or an estimate (where it has not been possible to agree a fixed fee).

Any work done by us at your request which falls outside the scope of the work which the CCL covers will be charged on the hourly basis outlined below. When our fees are charged on an hourly basis, our time will include (but not be limited to) the following:

- meetings with you and others;
- reading, preparing, drafting and working on papers;
- correspondence and communications of all kinds sent and received;
- telephone calls made and received;
- travelling and waiting;
- attending Court, including advocacy; and
- identity verification.

Unless otherwise specified in the CCL, our hourly rates are as follows:

Seniority	Cost (per hour plus VAT)
Partners & Senior Solicitors	£400.00 to £600.00
Associate Solicitors / Solicitors of 4+ years PQE*	£300.00 to £380.00
Associates and Solicitors of 1-4 years PQE*	£250.00 to £280.00
Trainee Solicitors, Paralegals and all other Caseworkers (rate dependent on experience)	£175.00

*post qualification experience

In the event of a charging rate per hour, routine letters/emails that we write and receive and routine telephone calls that we make and receive will be charged as units of one tenth of an hour (six minute units). Other work which is undertaken for the benefit of the Client such as the above will be charged on a time basis, calculated in six minute units.

Unless agreed otherwise, all work undertaken for the benefit of the Client and/or upon the Client's instructions or request, is considered to be properly chargeable.

If we have agreed a certain rate for you, such as a fixed fee or any other payment arrangement, then this will be specified in the CCL. By agreeing to these Terms, you accept the rate, fixed fee or any other arrangement as set out in the CCL. Exceptions to this are where you provide us with instructions which necessitates the fee earner(s) working:

- on a bank holiday or weekend, whereupon the charges applicable for any such time incurred shall be double our standard hourly charges;
- after 20:00hrs, whereupon:
 - the charges applicable for any such time incurred shall be 1.5x our standard hourly charges;
 - you will be liable for a sustenance allowance of £30.00 plus VAT per fee-earner; and
 - you will be liable for any charges incurred for taxis to return the fee-earner to their normal place of residence.

In contentious matters, it is often hard in the first instance to provide a sensible estimate of the likely overall costs of a matter. In some matters it may be difficult to provide an estimate of how many hours work will be necessary and how much our total fees are likely to be. We will however always provide you with an estimate based on our experience and if this needs to be amended we will notify you. If your case proves substantially more complex, urgent or time consuming than expected, or your instructions change, we reserve the right to increase any estimate previously given and we will notify you of the revised figure.

An estimate is not intended to be a fixed or guaranteed figure. It represents our view of the likely cost up to a particular stage or point in time and it will usually be on the basis that the matter proceeds smoothly. All estimates that we may provide are therefore for guidance only and not binding, so our total fees and disbursements may be more or less than the estimate.

It is usually necessary to incur expenses (often called "**Disbursements**"), such as Court fees, company searches, property search fees, Land Registry fees, storage fees, etc. We will tell you in advance the estimated or actual amount and reason for any expense. You must pay any necessary expenses before we incur the cost. Any likely expenses anticipated at the outset of the matter are set out in the CCL. If any requested payments are not made promptly then this may delay your matter.

We will update you on the position as to fees and disbursements at reasonably regular intervals by the rendering of our invoices and/or by way of separate communication.

All out of pocket expenses including, in particular, fares and sustenance will be chargeable and billed with other expenses which we are likely to incur. Where we have to travel by train to deal with your matter, we will obtain the cheapest first class ticket based on the needs of the case (such as providing flexibility). Where we have to travel by aeroplane to deal with your matter, we will obtain the cheapest business class ticket based on the needs of the case (such as providing flexibility).

Please note that it is fairly common for the amount of time that is spent on a matter to increase substantially at certain points. In addition, in the course of a matter, issues can arise without warning that give rise to the need to take urgent action to protect your interests. We will endeavour to keep you promptly apprised of such developments but it is not always possible for us to give you as much notice as would ideally be the case, of the additional work that might be required.

Our standard charging rates are detailed in the CCL.

Unless otherwise agreed, if for any reason a matter is not completed, our fees and disbursements will still be payable in respect of the work that has already been carried out up to the date that your instructions in this matter cease, and the work necessarily incurred afterwards as part of the orderly termination of our Retainer.

9. Value Added Tax

Unless a transaction is zero-rated or exempt from tax, we must add value-added tax ("**VAT**") to the charges and certain other expenses with each bill. At present, the rate of VAT is 20%.

Our VAT registration number is **577 3118 25**.

10. Conditional fee cases

If we have agreed to act for you on a conditional fee basis, the basis of our agreement to act for you is set out in the Conditional Fee Agreement (the “CFA”). If and to the extent there is a discrepancy between these Terms and those of the CFA, the provisions of the CFA will prevail. In this event, we will explain the circumstances in which you may be liable for our costs and whether we will seek to recover those costs from you in which event you will be advised of your right to an assessment of those costs.

Matrimonial cases cannot be pursued on a conditional fee basis.

11. Timescales

We will always seek to inform you of the length of time it will take to handle your matter from the point of instruction to finalisation. Any timeframe provided is an estimate based on our experience. Where a matter is complicated, lengthy and/or progress depends on third parties, then even the most carefully-estimated timescale may be may not be achievable and is something beyond our/your control.

We will endeavour to keep you informed of timescales throughout this matter, but please remember the difficulties mentioned. Do not make arrangements based on the estimates given without checking with us whether it is safe or sensible to do so.

12. Photocopying and related costs

On a day-to-day basis we will undertake general photocopying at our office. For efficiency we sometimes outsource larger photocopying jobs (e.g. Trial Bundles) to an external provider. We will charge you for photocopying at the same rates, whether the copying is undertaken in-house or whether it is outsourced. We will endeavor to only undertake photocopying (whether internally or sent externally) to the extent that it is reasonably necessary for the appropriate keeping of records or otherwise for the proper advancement of your matter.

13. Costs Draftsman

For certain types of matters, it may be necessary to employ the services of a Costs Draftsman. A Costs Draftsman is a specialist consultant who assists with certain aspects of a case in relation to the recovery of legal costs and in particular when a Detailed Assessment of Costs is required by the Court.

We will charge you for Cost Drafting services at the same hourly rates as ours whether the Cost Drafting is undertaken in-house or whether it is outsourced

14. Invoices (bills)

We will normally aim to invoice you monthly in arrears for our fees and disbursements, albeit we may in our discretion invoice you more or less frequently than this.

If we send you bills electronically you waive your right to receive a signed hard copy of the bill under s69(2) of the Solicitors Act 1974.

All invoices provided to you by us, will be due immediately on the issue of our invoices and in any event, strictly within seven days of the dispatch of our invoices unless we agree in writing otherwise (the “**Credit Period**”).

We reserve the right to charge interest on any amounts outstanding after the Credit Period at 8% above the current base rate of the Bank of England, pursuant to The Late Payments of Commercial Debts (Interest) Act 1998 (as amended and supplemented by The Late Payments of Commercial Debts Regulations 2002). This allows us to apply late payment interest and seek reasonable debt-recovery costs.

In the event of non-payment of any of our invoices by the end of the Credit Period, we reserve the right:

- to decline to act any further;
- to suspend and/or to cease work with immediate effect.

In circumstances where this is necessary and appropriate, we may apply to the Court to be taken off the record as the solicitor acting in this matter. We reserve the right, in appropriate circumstances, to charge you for the time and costs incurred in taking such a step. We would, however, inform you before taking such a step.

We require payment of our invoices without any deduction or withholding or set-off on account of taxes or other charges of any nature. If any withholding is required by law, you will be responsible for paying such additional amounts as is necessary so that we receive full payment of our invoices.

If you have any query about any invoice, you should contact us straight away. Our Firm will render our invoices to you by post and/or email, at our sole discretion. If you would like us to deliver invoices to you in a different format or to a specific person, please let us know.

If you are not satisfied with the fees and disbursements invoiced in relation to the work we undertake for you, please let us know. If we have failed to respond satisfactorily to you about the fees, you have the right under Part III Solicitors Act 1974 to have the invoices rendered by us assessed and/or complain to the Legal Ombudsman. Full details of how to make a complaint are set-out in the attached Complaints Procedure.

Please note that the Legal Ombudsman may not deal with a complaint about a bill if a client has applied to the Court for assessment of that bill.

15. Payments (monies) on account

We will usually ask our clients to make payments on account of fees and/or disbursements, incurred and/or anticipated. Details of disbursements are provided in the CCL when known at the outset, or will be confirmed to you as and when they are required.

Any money held or received by us from the clients or on their behalf is placed into our client account in accordance with the Solicitors Regulation Authority Accounts Rules.

Whilst we will notify you in advance of the reason we require a payment on account, please note that any monies on account will be for fees and disbursements generally, which enables the Firm to apply such monies as appropriate. We will endeavour to notify you, in writing, before we remove any monies on account to pay any fees and/or disbursements.

We reserve the right to offset and/or apply any money held in our client bank account on your behalf against our invoices providing we have given you at least seven days' written notice of the same.

We reserve the right to ask you to make further payments on account at any future time.

It is important to understand that your total charges and expenses may be greater than any advance payments.

16. Interest

We will not account to you for interest upon any monies held in our client account on your behalf, unless we have specifically agreed to do so (in which case the rate of interest paid will be at 0.1% below our instant-access client account rate). By providing instructions to us to act for you, you are confirming your agreement to our retaining of interest as above.

17. Ceasing to act

There may be circumstances where We are unable to continue to act for you including, but not limited to, situations in which you have failed to provide clear or proper instructions, provided misleading instructions, failed to pay invoices, refused to pay monies on account when requested to do so or where it is clear that you have lost confidence in how we are carrying out your work.

In the event that we are required to cease acting, we will notify you in writing providing you with the details for our decision.

In circumstances where this is necessary and appropriate, we may apply to the Court (on reasonable notice to you where appropriate and practicable) to be taken off the record as solicitor acting in this matter. We reserve the right in appropriate circumstances, to charge you for the time and costs incurred in taking such a step.

We are entitled to retain and exercise a lien over monies (or other personal property) which is recovered for you, whether by judgment or by settlement agreement, in the course of litigation or otherwise, while money is owed to us.

We will only exercise a lien over monies equal to the full amount owed to us. Any surplus monies will be returned to you. If necessary, we will make an application to the Court for a charging order over the monies/property recovered or preserved by us (on the Client's behalf) pursuant to the Solicitors Act 1974. We reserve the right in appropriate circumstances, to charge you for the time and costs incurred in taking such a step.

We would, however, inform you before taking such a step. If at any time we choose to waive or abandon this right of lien, we will inform you of this expressly in writing and, absent such notification, it should in no circumstances be inferred that such right has been waived or abandoned. We confirm that we will exercise our rights as set out in this paragraph appropriately and fairly in all of the circumstances of the matter.

18. Undertakings

It is important for you to be aware that if an undertaking (a legal promise to do or not do something) is provided by a firm representing another party and the firm providing the undertaking is incorporated (as an LLP or Limited Company), then you (we) will be unable to enforce the undertaking via the Courts if that firm fails to honour the terms of the undertaking. This is because an incorporated firm is not held to be an officer of the court in the same way that a solicitor is.

However, breaching an undertaking is a regulatory breach and therefore reportable to the Solicitors Regulation Authority as a serious breach of the Solicitors Codes of Conduct. This can have serious repercussions for a firm which has breached an undertaking.

In the event that a breach of undertaking occurs, we will advise you on making a report to the Solicitors Regulation Authority.

On the above basis, we advise you to accept undertakings provided by a firm which has been incorporated but if you disagree you must inform us immediately, enabling us to record your instructions.

If it is necessary for us to obtain an undertaking on your behalf, you will be notified unless it is a standard undertaking (i.e. an undertaking provided as part of a transaction which is always provided in certain types of matters in order to enable them to proceed, where it is in your best interests to agree to or receive such an undertaking).

19. Lien over the file (paper and electronic documents)

The firm shall have a lien over the file and all documents both in hard and electronic format, howsoever received and/or created, and has the right to retain all documents until such time as all outstanding fees have been paid in full without offset or deduction.

20. The client account

As already referred to, monies held in the client account are held on your behalf and will only be transferred or paid out for the purpose intended and after we have provided you with written notice.

In relation to any of your money we may hold in our client account, it is unlikely that we will be held liable for losses resulting from a banking failure.

Your money is currently protected under the Financial Services Compensation Scheme (FSCS) up to a limit of £85,000.00 per individual and per institution, but not per account. Therefore, if you hold other personal money in the same bank as our client account, the limit remains £85,000.00 in total.

Some deposit taking institutions have several brands, i.e. where they trade under different names. Clients should check with their bank, the FCA or a financial adviser for more information.

In the event of a banking failure, your acceptance of these Terms will constitute your consent to this firm disclosing your details to the FSCS for the purposes of making a reimbursement claim on your behalf.

21. Other parties' fees, charges and expenses

In litigation matters, the amount of our costs which you will have to pay may be greater than the amount you can recover from another party to the case and your instructions for the Firm to act for you under these Terms constitutes your agreement in this respect.

It is important for you to understand that you alone are responsible for paying the bills. In contentious matters alone, it may be possible that the other party will be ordered to pay your charges and expenses but:

- even if you are successful, the other party may not be ordered to pay all your charges and expenses (or these may not be recovered in full); or
- if the other party receives public funding, you may not get back any of your charges and expenses even if you win;
- if any of the above occur, you will have to pay the balance of our charges and expenses;

- if you are successful and the Court orders the other party to pay some or all of your charges and expenses, interest can be claimed on them from the other party from the date of the order. We will account to you for such interest if you have paid our charges and expenses on account, but we are entitled to the rest of that interest.

You will also be responsible for paying the charges and expenses incurred in seeking to recover any charges and expenses that the Court orders another party to pay.

In some circumstances, the Court may order you to pay the other party's legal charges and expenses. This may either be at the end or during the matter. This may happen if, for example, you lose the case, or part of it. The money due to the other party is payable in addition to our fees and expenses.

If you withdraw from an action, you will be liable to pay the other party's costs of the action.

22. Legal expenses insurance

You may have a policy which is designed to cover you for the cost of pursuing claims through the Courts and sometimes to cover your opponent's costs if awarded against you. **IMPORTANT: If you have the benefit of such a policy, you must advise us immediately at the outset.** There are usually limitations on what such policies cover and there will be terms and conditions attached to it.

23. After the event legal expenses insurance

Even if you are not in possession of legal expenses insurance it may be possible, even after a dispute has arisen, to obtain insurance cover, particularly against having to pay another party's costs if you do not succeed in your case. There are specialist brokers who may be able to assist finding cover but the premiums are likely to be substantial. Nevertheless, this may be worth considering at the outset of the case.

24. Complaints

Please see the attached Complaints Procedure for details of how to complain.

25. Client Due Diligence including Know Your Client and Anti Money Laundering Regulations

We are required to make compulsory identity checks of our clients to ensure we know who we are dealing with ("**KYC**") and, in some instances, to comply with the requirements of;

- the Money Laundering and Terrorist Financing Regulations 2017 ("**AML**"); and
- the Proceeds of Crime Act 2002,

in order to prevent the handling the proceeds of crime, either intentionally or unintentionally.

We will meet our obligations by asking for documentation about you. Where applicable we will undertake an electronic check ("**AML Check**") which will reveal information about you. The checks we undertake do not have any impact on your credit rating. Pursuant to Regulation 41 of these regulations we can only use this information for the purposes of complying with the regulations.

Being asked for identification does not mean you are under suspicion.

The CCL sets out the information we require you to send to us and when, and our costs estimate will provide you with details of any fees you are required to pay for these checks.

Notwithstanding client privilege rules, if in the course of business solicitors suspect or ought to suspect that a client or anyone else involved in a transaction has benefited, is benefiting, or intends to benefit from the proceeds of some financial crime, it is a requirement for the solicitors to immediately report any irregularities we consider fit to the National Crime Agency ("**NCA**") without informing anyone else that a report has been made. The solicitor must then stop work until authorised by the NCA. In the event of a report being made to the NCA, whether appropriately or not, you agree there shall be no liability to the firm and in no circumstances will compensation become due or payable to you.

The Office of Financial Sanctions Implementation ("**OFSI**") helps to ensure that financial sanctions are properly understood, implemented and enforced in the United Kingdom. If we find out that a person or organisation we are dealing with is subject to financial sanctions, we must immediately:

- stop dealing with them;
- freeze any assets we are holding for them;
- notify the OFSI as soon as possible.

We may ask you to reimburse us for any costs we reasonably incur in complying with any disclosure requirement referred to above.

We will not be liable for loss, damage or delay arising out of the firm's compliance with any statutory or regulatory requirements.

26. Commissions & referral fees

This firm does not have any arrangements which require us to pay commissions, introductory fees or referral fees and we do not have any arrangements enabling us to receive any commissions, introductory fees or referral fees.

27. Financial services

When we provide services to you, we are acting as your legal adviser. We are not authorised by the Financial Conduct Authority under the Financial Services and Markets Act 2000. Where we provide services to you in relation to a matter which involves or relates to an investment, those services may involve us in carrying on regulated investment activities. We can undertake those activities, but only on a limited basis where an exemption to that Act applies, including where those activities are closely linked to legal work we do for you.

Nothing that we say or do should be taken as advice on the merits of any investment activity (whether under the Financial Services and Markets Act 2000 or otherwise). No communication from us will constitute or should be regarded as an invitation or inducement to engage in any investment transaction or other activity or to exercise any rights conferred by any investment.

You are solely responsible for any decision you take to negotiate or enter into a proposed transaction and should do so based on your own assessment of its merits and risks. If you are in doubt over any of these matters you should seek advice from an appropriately qualified financial adviser.

28. Financial Conduct Authority (FCA) - insurance distribution

As confirmed above, we are not authorised by the Financial Conduct Authority. However, we are included on the register maintained by the Financial Conduct Authority so that we can carry on insurance distribution activity, which is broadly the advising on, selling and administration of insurance contracts. The firm's EPF reference number is LS605462.

This part of our business is regulated by the Solicitors Regulation Authority and arrangements for complaints or redress if something goes wrong are subject to the jurisdiction of the Legal Ombudsman.

The register can be accessed via the Financial Conduct Authority website at <http://www.fca.org.uk/firms/financial-services-register>.

29. Insurance

In accordance with the disclosure requirements of the Provision of Services Regulations 2009, the professional indemnity insurers providing our minimum mandatory cover are Starr International (Europe) & Allianz Global Corporate & Speciality SE c/o Clear Insurance Management Ltd of 1 Great Tower Street, London EC3R 5AA. Cover and territorial limits meet SRA minimum terms and conditions.

30. Documents

It is essential that steps are immediately taken by you to preserve any documents which are relevant to this matter whether they help or hinder your case. This will include electronic data and documents such as emails. It is essential that you stop any routine destruction of documents which might relate to this matter and that care is taken over the creation of new documents.

You should be conscious that any documents you create may be seen by the adverse parties and the Court (or other tribunal) if those documents are not protected by legal privilege.

31. Storage of documents

For details of file and data storage/retention please refer to the attached Data Protection Information Notice.

We will not destroy documents during the retention period.

We reserve the right to charge you a reasonable fee for recovering your files from storage and for keeping them in safe custody after the agreed retention period unless we have agreed not to charge you for storage or retention as part of our retainer.

32. Auditing of files and systems

External firms or organisations may conduct audits or quality checks on our Firm. These external firms or organisations are required to maintain confidentiality in relation to your files.

As a result of this, we are, or may become subject to periodic checks by outside assessors. This could mean that your file is selected for checking. All inspections are, of course, conducted in confidence. If, however, you object to this, then please let us know and we will mark your file(s) as “not to be inspected”.

33. Service of documents

We may serve on you any formal document(s) or notice(s) related to our engagement by you at the physical address shown in the CCL and/or by email.

Where documents are served by email, they are deemed to be received by you as at the time of sending (irrespective of whether in fact received and the time of actual receipt).

Where documents are sent to your physical address by post they are deemed to be received by you two business days from the date of posting.

34. Copyright & intellectual property

We retain the copyright and all other intellectual property rights in all documents provided to you. You are granted a non-exclusive licence to use such documents for the purpose for which they are provided but not otherwise.

We may retain for our subsequent use a copy of any advice or opinion of any barrister or third party given in written form (or any note of any advice or opinion) obtained in the course of providing services to you.

35. Confidentiality

We will put your interests first and protect your confidentiality at all times, other than where our legal or professional obligations specifically require otherwise (except as set out in the Data Protection Information Notice).

We may disclose information to third parties with your prior consent or where that information is already in the public domain. We may also disclose information to our insurers and regulator in accordance with our professional rules and insurance obligations.

Any advice we provide is for your benefit alone and should not (without our consent) be disclosed to and may not be relied upon by any third party.

36. Joint instructions

Where we agree to work on a matter for more than one client jointly, the rights and obligations of the joint clients to us in relation to the provision of services will be several (save for obligations to pay money to us, which will be joint and several).

Each joint client irrevocably permits us to disclose to any other of the joint clients at any time any information which we would otherwise be prohibited from doing so by virtue of our duty of confidentiality.

If any joint client ends this permission during the provision of services or if a conflict of interest otherwise arises between joint clients, we may suspend or terminate the provision of services related to that matter to one or more of the joint clients.

37. Payments

We do not accept cash payments.

When we have to pay money to you, it will be paid by cheque, BACS or Telegraphic Transfer and not in cash to you or to a third party.

38. Professional indemnity cover

Details can be provided on request.

39. Service standards

We will update you regularly by telephone, email, SMS text message or letter with the progress of your matter and inform you if we anticipate that the costs being incurred may exceed the estimate, or if the timescales are likely to change. We will review your matter regularly and advise you of relevant legal issues and of any circumstances and risk of which we are aware or consider to be reasonably foreseeable that could affect its outcome.

It is of the utmost importance that you keep us informed if you change your address, telephone number or email address as soon as possible.

40. Outsourcing

You understand and accept that this firm may ask other companies or persons to carry out support services if required for technical and operational tasks, auditing, compliance checking or other administrative duties on your file(s) to ensure that we are able to give you an efficient and fully compliant service. If you do not wish your file to be outsourced or checked by a third-party provider, you must tell us as soon as possible. By continuing your instructions to us, you consent to any such arrangement.

41. Conflict of Interest

A conflict of interest may arise where:

- we owe (or, if we accept your instructions, we would owe) separate duties to act in the best interests of two or more clients in relation to the same or a related matter, and those duties conflict, or there is a significant risk that those duties may conflict; or
- our duty to act in your best interests in relation to a matter conflicts, or there is a significant risk that it may conflict, with our own interests in relation to that or a related matter; or
- we have confidential information in relation to a client or former client, and you wish to instruct us on a matter where that information might reasonably be expected to be material and you have an interest adverse to our other client or former client (for the purposes of this paragraph “you” does not include associated entities).

We may act for parties engaged in activities similar to or competitive with yours, but we will not act for a third party in relation to the same matter if there is a conflict of interest between that third party’s interest and your interests.

We may decline to act for you where accepting your instructions would create a conflict of interest or cause us to break an existing agreement with a third party.

Where our professional rules allow and subject to satisfying the requirements of those rules (for example implementing an information barrier), we may act for you and another client where a conflict of interest would otherwise exist provided that we have the consent of both parties. We do not require your consent to act against an associated entity.

If whether through a change in circumstances or otherwise we find that we have agreed to provide services to you in circumstances which give or could give rise to a conflict of interest, we will discuss with you how to deal with the conflict and may be obliged to stop providing services to you and/or to all other clients affected by the conflict of interest.

42. Limitation of liability of the Firm and its principals, employees, servants and agents

The Firm will only owe a duty to you, the Client, and will not be representing any parent companies, subsidiaries, affiliates, officers, directors or employees of the Client (which other entities or individuals will be deemed to have separate interests from you with respect to this matter and any future matter).

The Firm is wholly and exclusively responsible for the work carried out by its principals, consultants, employees, servants and agents on its behalf and you acknowledge and accept that none of the Firm’s employees, servants and agents, consultants and principals incur any obligations and/or liabilities towards you in respect of any work.

To the maximum extent permitted by law, none of the Firm’s principals, employees, servants and agents shall have any personal liability for any matter arising out of or connected to the Terms and/or the Retainer whether arising in contract, tort, negligence, misrepresentation, breach of statutory duty or otherwise and you waive any

such claim which may arise and you further accept and agree that you shall not bring any claim against any of the Firm's principals, employees, servants and agents.

Save in cases of fraud or reckless disregard of professional obligations, the aggregate liability of the Firm to you in respect of the Terms and the Retainer and howsoever arising (whether for breach of contract, negligence, misrepresentation, breach of statutory duty, tort or otherwise) is limited to the lower of:

- £2,000,000 for any claim; or
- any loss caused directly by the Firm (thereby excluding all indirect and/or consequential losses) subject always to the Firm's liability not being below the minimum level of liability prescribed by the Law Society of England and Wales / the Solicitors Regulation Authority from time to time, in which event the Firm's liability shall be limited to the minimum level of liability prescribed by the Solicitors Regulation Authority.

Save where imposed by law, we do not accept any responsibilities for third parties we may engage with in connection with services that we provide to you pursuant to the Retainer, this matter or anything connected to this matter.

We exclude any liability for such third parties, and you agree to this. To the extent that (notwithstanding this provision) the law imposes on us a responsibility to third parties, our liability for them shall be limited in accordance with this clause.

You agree to indemnify us against any claims, liability or expense which we incur or are legally obliged to pay as a result of acting for you, except to the extent that such liability or expense is caused by our negligence, fraud or reckless regard for our professional obligations.

43. Right to cancel

The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 will apply to this matter. This means you will have the right to cancel your instructions to us within fourteen days without giving any reason. We will inform you in our engagement letter if this is applicable for your matter.

The cancellation period will expire fourteen days after the date of our initial communication with you.

To exercise the right to cancel, you must inform us of your decision to cancel by a clear statement (e.g. a letter sent by post, fax or email) using the contact details on our letter.

To meet the cancellation deadline, it is sufficient for you to send your communication concerning your exercise of the right to cancel before the cancellation period has expired.

If you requested us to begin work on your matter during the cancellation period, we reserve the right to ask you to pay us an amount which is proportionate to what has been performed until you have communicated to us your cancellation, in comparison with the full coverage of the Retainer.

44. Termination

You may terminate your instructions at any time and must inform us in writing, 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 there is good reason, we may decide to stop acting for you and terminate the Retainer (see section 17). We will give you reasonable notice that we will stop acting for you. If you or we decide that we will stop acting, you will pay our charges and expenses on an hourly basis as set out above.

45. Privacy, UK GDPR and data protection

We are committed to protecting your personal information and respecting your privacy.

The UK General Data Protection Regulation, which sits alongside The Data Protection Act 2018, requires us to advise clients how we use and control their data. Full details of our compliance with these regulations and how they impact on you are contained in the Data Protection Information Notice attached.

46. Prohibition of assignment without consent

Your rights and obligation under the Retainer are personal to you and shall not be assigned or transferred by you except with our prior written consent.

47. Civil Procedure – information you should know

The Court procedure for most litigation commencing in any Civil Court (except matrimonial proceedings, save in respect of the procedure for assessing costs awarded to a party) has a significant effect on how cases are conducted.

As soon as a claim is issued in any Civil Court, the Court itself takes control and dictates a strict timetable. Failure to adhere to the timetable, or to take steps which are ordered by the Court to be taken, will result in immediate and often substantial orders for costs against the defaulting party, payable immediately. Consequently, a party initiating a claim must be well prepared before issuing Court proceedings and must be prepared to see them through to the end because the case will inevitably lead to Trial unless settled.

In addition to the above, the Courts have now made it clear that they will be adopting a stricter approach to Court timetables and directions and will not be forgiving of any delay. The result of any delay beyond the timetable issued by the Court will at the very least result in adverse costs orders payable immediately but also could result in all or part of the case being struck out. It is imperative therefore that any information or assistance we request of you be provided as quickly as possible.

The fundamental philosophy of the Civil Procedure Rules is to discourage the issue of Court proceedings where possible. In order to achieve this, the Rules provide that the parties must take certain steps to disclose their case in correspondence to the other party and give the other party an opportunity to respond, not pursue cases or aspects of cases that are known to be disingenuous, untrue or exaggerated, or where the cost of which is disproportionate.

At the beginning of the action and at various times thereafter, you will need to sign a statement of truth in relation to the case you are putting forward or defending. A statement of truth that is signed knowing or believing that statement to be untrue can result in the Court ordering severe penalties and costs against the party signing the statement.

48. Tax disclaimer

We do not provide advice on the tax implications arising out of the conduct of any matters. You must consult your accountants so that they can advise you on the tax implications of a matter, if any.

49. General

The Terms and CCL (together previously defined as the Retainer) are governed by English law. You irrevocably agree that the Courts of England and Wales are to have exclusive jurisdiction to resolve any dispute that may arise out of or in connection with these Terms and the Retainer and accordingly, that any suit, action or proceedings must be brought by you in such Courts. Nothing contained in this paragraph shall limit our right to take proceedings against you in any other Court of competent jurisdiction.

If any of the clauses contained within the Terms should be found to be unenforceable or invalid by a Court, such findings shall not affect the validity of any other right or clause within the Terms.

Any variation or change to the Terms must be agreed in writing by us and you.

The Terms, CCL and all attachments represent the entire understanding of and constitutes the whole agreement in relation to the subject matter and supersedes any previous agreement between us and you with respect thereto to the maximum extent permitted by law. The Terms exclude any warranty, representation condition or other undertaking whether implied at law or by custom, usage or course of dealing.

In the Terms "we", "our" and "us" means the Firm but not any firm or affiliated entity with whom we have an association, and references to individuals are to partners or employees of the Firm.

It is agreed that these Terms may be enforced and relied upon by the Firm's partners, employees, servants and agents pursuant to the Contracts (Rights of Third Parties) Act 1999.

In the event you do not return the signed confirmation of instructions but proceed to provide instructions it will be deemed that the firm is instructed and you accept these Terms and the CCL.

The above is provided both for your own information and in compliance with our professional obligations. Accordingly, if you would like us to carry out the work for you, we will regard ourselves as acting for you when we receive your signed copy of the Instructions to Act form, or you provide us with any instructions to proceed.

THIS IS AN IMPORTANT DOCUMENT
PLEASE KEEP IT IN A SAFE PLACE FOR FUTURE REFERENCE

Signed

.....

.....

Name

.....

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Date

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