

PAYNE HICKS BEACH

TERMS OF BUSINESS

1. Introduction

- 1.1 Payne Hicks Beach LLP, trading as Payne Hicks Beach, is a limited liability partnership incorporated in England and Wales with registered number OC430964. Its registered office is at 10 New Square, Lincoln's Inn, London WC2A 3QG. We use the term 'partner' to refer to a member of Payne Hicks Beach LLP or an employee or consultant with equivalent standing and qualifications. All members of Payne Hicks Beach LLP are solicitors, barristers, registered foreign lawyers or non-lawyer professionals. A list of the members, together with those non-members who are designated as partners, can be inspected at this address.
- 1.2 An introduction to the Firm and its services is given in the website and various brochures although they do not form part of these Terms of Business. This document sets out the Firm's normal terms of business, which apply to all matters dealt with by us, and should be read in conjunction with any accompanying engagement letter, the provisions of which will prevail in the event of any conflict. No other terms of business apply, unless agreed in writing by a partner in the Firm.

2. Our approach

You will be informed of the person having overall responsibility for your dealings in the Firm and, if different, of the identity and status of the partner or other member of staff handling any matter on a day to day basis. We seek to maintain personal and individual client contact: our experience shows that clients wish to know with whom they are dealing and, so far as practicable, to deal throughout with that person. Subject to the necessary involvement of different partners or staff according to their respective skills, we will endeavour to ensure that this personal contact is maintained. If there are any material changes, you will be kept informed. We will not however advise you of any changes in the structure of the Firm that do not otherwise affect you.

3. Our services

- 3.1 The scope of our work will be as discussed with you and summarised in our engagement letter. Unless otherwise agreed, we will keep you regularly informed of issues as they arise, the options available, the action taken and progress achieved. We will respond promptly to all communications. We will also endeavour to explain clearly all relevant aspects and to communicate with you in plain language. We will let you know as and when action by you is required and will also make it clear when the matter is concluded or when no further action is needed. We will not advise on the appropriateness of any commercial or strategic decisions taken by you.
- 3.2 Where we are instructed jointly by more than one person or other client on any matter, we will be entitled to act on the instructions of any one of such persons or other

clients and to presume that such person or client is duly authorised on behalf of all of them, unless you advise us otherwise.

- 3.3 In acting for you, we will exercise all reasonable care and skill, consistent with our legal and professional duties, to put your interests first when representing you, to treat you fairly and without discrimination, to maintain confidentiality in respect of your affairs (except as required by law or by any appropriate regulatory bodies or for the purposes of our audit or professional indemnity insurance) and generally to discharge our obligations as set out in these Terms of Business. These are the extent of our responsibilities to you and, in so far as permitted by law, we do not accept any further liability to you. By instructing us, you expressly waive legal professional privilege should an appropriate regulatory body ask us for documents or information relating to you or any matters on which you may have instructed us.
- 3.4 The Firm advises only in respect of English law. Where the law of any other jurisdiction is involved, we will not, to the extent permitted by law, accept liability, but will, if instructed to do so, refer the relevant issues to third party lawyers qualified to advise in relation to the law of the relevant jurisdiction. In that event, the provisions of paragraphs 5.1 and 5.5 below will apply.

4. Limitation on liability

- 4.1 The Firm's liability in respect of any claim arising in relation to matters referred to in the relevant client care letter is limited to the higher of (a) £3 million or (b) four times the fees charged by the Firm in relation to our work on your instruction (which will be calculated by reference to the fees charged or to be charged by the Firm with regard to work in progress or an agreed amount, not including any disbursements or VAT), subject to a maximum limit of £25 million. We will not be liable for any indirect or consequential loss. By the words "any claim", the Firm means a claim as defined under the terms of its professional indemnity insurance, the redacted terms of which are available upon your request. However, nothing in our agreement with you exempts us from liability arising from our fraud or reckless disregard of our professional duties or from our negligence resulting in death or personal injury or where, in the case of a contentious business agreement (if any exists) or any other circumstance, law or regulation prohibits the exclusion or limitation of such liabilities.
- 4.2 Unless otherwise agreed in writing, your contract is exclusively with Payne Hicks Beach LLP, trading as Payne Hicks Beach, which has sole legal liability for the work done for you and for any wrongful acts or omissions in the course of that work. No Payne Hicks Beach individual acting as our agent (such as but not limited to a partner, member, director, officer, employee or consultant) assumes any personal responsibility to you for any loss or claim or owes you any personal duty of care. Similarly, no organisations that are owned or controlled by Payne Hicks Beach or any of its partners or individuals acting as agents

thereof shall be liable to you in any way. By instructing us, you agree that you will not bring any claim of any kind against any such organisations and/or individuals.

4.3 Our advice is provided for your benefit alone, on such terms as may be agreed from time to time: it may only be used for the purposes for which it has been prepared and may not be distributed to any third party except with our prior written consent. All intellectual property rights are retained by us in our advice. Subject to paragraph 4.4 below, our advice does not and is not intended to create any enforceable rights for the benefit of, and we accept no responsibility to, any third party, so that the provisions of the Contracts (Rights of Third Parties) Act 1999 do not apply to our agreement with you.

4.4 You agree that any organisations that are owned or controlled by us or any of our partners and/or any individuals acting as our agent and/or any individuals acting as an agent of an organisation that is owned or controlled by us or any of our partners shall be entitled to rely on any limitation or exclusion of liability set out in the relevant engagement letter or these Terms or Business as if they were a party to this contract.

5. Third parties

5.1 We will use all reasonable care in recommending or arranging the engagement of third party advisers if we are required to do so, but we do not accept any responsibility for the advice, opinions or fees of those or of any other third party experts, consultants or advisers. In any event we will only accept liability to you for that proportion of any loss or damage for which we would have been liable if you had not agreed to limit the liability of any such third party experts, consultants or advisers.

5.2 We will also not review, advise on or accept any responsibility for the contents of any third party reports that we may forward to you, where these relate to matters outside our normal responsibility, such as valuations, physical survey reports, fire safety reports, environmental reports and Disability Discrimination Act reports.

5.3 In relation to any searches made by us or commissioned by us or a third party agent with any governmental, statutory or local authority registries (including H.M. Land Registry, Companies House and any court registries) we will conduct such searches with due diligence and care or, if we engage third party agents to make such searches, will use reasonable care in the selection of such agents and in the interpretation of the results of such searches. We will not, however, be liable for any errors or omissions committed by any such registries or for any errors or omissions by any such third party agents which are outside our knowledge or control.

5.4 In property matters we will also use all reasonable care in reporting to you on replies given by sellers or their representatives to preliminary enquiries raised or information contained in property information forms supplied by sellers or their representatives but we will not be responsible for any errors or inaccuracies in or

omissions from such replies or property information forms.

5.5 Where we use the services of lawyers qualified in other jurisdictions to assist us in providing our services to you, we will instruct those lawyers as your agent. You will accordingly assume direct liability for their fees, in addition to any fees charged by us for the work which we carry out on your behalf, and to the extent permitted by law or regulation you will not hold us liable for any claims arising from their advice.

6. Our charges

6.1 We will give you the best possible information, both at the time of our initial engagement and when appropriate as the matter progresses, about the likely overall cost of the matter.

6.2 Unless otherwise agreed in our engagement letter, our charges will generally be calculated by reference to the time spent by us in dealing with matters on your behalf at the hourly rates applicable to each relevant member of the Firm. These are subject to minimum time units. The hourly rates are reviewed periodically and may vary during the course of a matter, in which event you will be advised accordingly.

6.3 Our charges may include charges for time spent on complying with our procedures for taking on new clients and/or new matters, including but not limited to ensuring compliance with the applicable anti-money laundering and counter-terrorist financing rules, carrying out any conflict searches we consider necessary and preparation of any letter(s) setting out our terms of engagement. Our charges will also include time spent on preparing invoices and supporting documentation and preparing and updating costs estimates.

6.4 In addition to the time spent our charges may also take into account a number of other factors including the amount or value of any money, property or assets involved, the importance of the matter to the parties, the place where the work is undertaken and the need to work outside normal office hours, the complexity, degree of difficulty or novelty of the issues raised, the speed at which action has to be taken and the degree of skill, effort and responsibility involved. Where one or more of these factors is to be taken into account, the Firm may apply a reasonable and proportionate increase in the usual hourly rates, of which we will advise you accordingly.

6.5 Where any estimate, quotation or other indication of cost is given, this will be done in good faith but will not be binding and will not amount to a fixed fee agreement. We will however be willing to agree with you an upper limit for our charges which will not be exceeded without your agreement.

6.6 Where it is appropriate for more than one member of the Firm to attend a meeting or otherwise work together, the time spent by each person will generally be taken into account in calculating the Firm's charges.

6.7 Unless otherwise agreed, our charges will be payable whether or not any particular matter proceeds to completion. Matters which fail to complete often involve as much work as those which reach completion: any charge

made however will not exceed the amount of any estimate even if the time spent would justify a higher fee.

- 6.8 Our fees charged and any hourly charging rate or other figure quoted in respect of our fees will be exclusive of VAT and disbursements.

7. Disbursements

In addition to our charges, you will be responsible for any disbursements or other expenses that we incur in acting for you, such as counsel's fees, court fees, couriers, search fees, substantial photocopying, bank charges, travel, and other out of pocket expenses, together with VAT as applicable. We will so far as possible seek your authority before incurring any substantial disbursements or other expenses and in the event that we consider that counsel should be instructed on your behalf, we will so far as practicable seek your specific authority to do so and explain the costs implications. We reserve the right to charge for photocopying on a time-spent basis at the applicable hourly rate.

8. Other relevant factors

- 8.1 We will also, where appropriate, discuss with you whether and to what extent your liability for our own or any third party's charges may be covered by any form of insurance or by another party, or whether, in contentious matters, a conditional fee arrangement may be appropriate. You should in any event check any relevant insurance policies and if necessary give immediate notice to the insurers of a potential claim under the policy. You should also inform us if any such insurance cover may be available, as the Firm will then need to reach agreement with you and the insurers as to the basis on which the Firm would continue to act. If agreement were reached and if the Firm were still to act, you would remain liable for any fees not paid by the insurers.
- 8.2 In addition, we will, where appropriate, discuss with you whether the potential outcomes of any matter will justify the expense or risk involved including, if relevant, the risk of having to pay the costs of any other party in any litigation.
- 8.3 Where we are instructed jointly by more than one person or other client on any matter, each of those persons or clients will be jointly and severally liable for our fees, disbursements and VAT, unless we agree otherwise in writing.
- 8.4 The Firm does not act in publicly funded matters, other than in exceptional circumstances.

9. Contentious matters

- 9.1 In contentious and potentially contentious matters you will be primarily responsible for payment of our costs and disbursements in full regardless of any order for costs made against any other party involved. If you are successful, the other party may not be ordered to pay or be capable of paying the full amount of your costs or, if publicly funded, any part of your costs. If you are unsuccessful you may have to pay the whole or a

substantial proportion of the other party's costs, together with interest on that amount, in addition to our own costs and disbursements.

- 9.2 The court may assess costs as the matter proceeds, following which the party ordered to pay the costs of the other party or parties is likely to have only a brief time allowed to pay those costs. A failure to pay the costs could have adverse consequences in the litigation. You will be responsible for paying our costs and disbursements incurred in seeking to recover any costs and disbursements that the court orders the other party to pay to you.
- 9.3 In relation to contentious and potentially contentious matters the Firm's agreement with you is not and is not intended to be a contentious business agreement for the purposes of the Solicitors Act 1974 or the Administration of Justice Act 1985.

10. Retention of documents

You are under a duty to preserve documents as soon as litigation is contemplated by you or you become aware of a possible claim against you. You are obliged to make available to the court and the other party documents which either support or harm your case. For these purposes "document" has a very wide meaning. It includes all media in which information of any description is recorded, for example, paper, audio and video tapes, plans, photographs, email and other electronic communications such as text messages, voicemail, word-processed documents, databases, documents stored on memory sticks and mobile phones, as well as documents stored on servers and back-up systems, Metadata and other embedded data. This list is not exhaustive. If any such document would otherwise be deleted in accordance with a document retention policy or otherwise deleted in the ordinary course of business, such deletion must be stopped and the document must be preserved. If you have any doubt about these issues please contact us immediately.

11. Invoicing and Monies on Account

- 11.1 Invoices will normally be rendered on completion of a particular matter or stage or, where there is continuing involvement, at regular intervals during the matter. Where an interim invoice is raised, this will be an interim statute bill covering a specific period as shown on the invoice unless the invoice is shown as being a bill generally on account of costs and disbursements incurred.
- 11.2 In contentious and some other matters we will seek advance payment on account of costs and disbursements to be incurred. Any such payments will be held on client account and payments from this account will be made only to discharge fees and disbursements.
- 11.3 If you are dissatisfied with the amount of any invoice, you may complain to the Firm in accordance with our complaints procedure, copies of which are available on request. You may also apply to the court for an assessment of the invoice in accordance with Part III of the Solicitors Act 1974, within one month of our delivering the relevant invoice to you or of our notifying you of your rights in this respect. The address of the court to which you should apply is the Senior Courts Costs Office, Thomas More Building,

Royal Courts of Justice, Strand, London WC2A 2LL: tel 020 7947 7124.

11.4 Alternatively, if you are an individual or represent a small enterprise, charity, club, association, organisation or trust, you may be entitled to object to the invoice by making a complaint to the Legal Ombudsman, whose contact details are shown in paragraph 25.3 below. The Legal Ombudsman will not consider a complaint about the invoice if you have applied to the court for an assessment.

11.5 Details of your rights to make a complaint or to apply for an assessment in relation to any invoice are set out in the notice printed on the reverse of all our invoices.

12. Payment

12.1 All interim and final invoices are to be paid in full at the latest 7 days after the date of delivery to you ("**the Payment Due Date**") and, if this is not done, we reserve the right to charge interest from the Payment Due Date both before and after Judgment on any amount outstanding at the rate of 8% per annum simple interest whether or not it is necessary for us to issue proceedings for recovery of any amount due. We will, as a matter of course, apply interest after 30 days from the Payment Due Date unless you have agreed an alternative payment plan with us ahead of this date.

12.2 In the event of delay in payment, we reserve the right to suspend work on the matter and on all other matters on which we may be acting for you, until payment has been made in full. We also reserve the right to terminate our retainer altogether, in which case any sums held on account will be applied towards any outstanding fees and disbursements and you will remain liable for any balance. We reserve the right to select and instruct a third party to assist in recovering any sums that might be due to us. This could involve providing confidential and/or legally privileged documents and information to the third party. We reserve the right to charge on an indemnity basis for time spent and costs incurred by us and/or any third party in attempting to recover sums that are due to us. We also reserve the right to charge a handling fee for credit card payments and to require payment by an alternative method.

12.3 The Firm will exercise a lien by which we may retain any money, papers or other property belonging to you which have properly come into our possession, whether or not in connection with the matter for which the costs and disbursements were incurred, pending payment of those costs and disbursements. We reserve the right to sell any property held under our lien, even if the value exceeds the amount due to us in respect of costs and disbursements, and to account to you for the balance.

12.4 If the Firm is conducting litigation for you, we have additional rights in any property recovered or preserved for you whether it is in our possession or not and in respect of all costs incurred, whether billed or unbilled. We also have the right to ask the court to make a charging order in our favour for any outstanding costs.

12.5 Any sums for which the Firm is due to account to you will be paid entirely at your own risk, regardless of how

they are sent. Payments will not however be made in cash or to any third party.

13. Banking

13.1 A list of the Firm's bankers can be found on its website www.phb.co.uk. These banks are where funds on client account are normally held. All funds are held in accordance with the SRA Accounts Rules 2019 ("**SAR 2019**") and any other appropriate requirements.

13.2 Our understanding of the legal position in the event of a failure of or difficulty at any bank or building society at which client monies are held in the name of a firm of solicitors is that the firm concerned will not in almost all circumstances be liable for any loss incurred by the client or for any restriction which may prevent or limit access to the funds held. This is the situation so far as this Firm is concerned, although we will of course continue to exercise all due care and attention in dealing with any client monies held in the name of the Firm.

13.3 The Firm understands that the Financial Services Compensation Scheme ("**FSCS**") applies to clients who are individuals or small companies (as defined by Sections 382-384 Companies Act 2006) for amounts of currently up to £120,000 per client in respect of each authorised deposit-taking institution. If eligible clients are holding other personal monies in the same bank or building society (under the same or different branding) as the bank or building society at which the funds are held in the name of the Firm the scheme cover will remain at £120,000 in total. Some deposit-taking institutions have several brands, where for example the same institution is trading under several different names, so that you should check with your bank or your independent financial adviser or the FCA for any more information required to clarify this. In the event of a bank or building society failure to which the FSCS applies, the Firm would seek your consent before disclosing details of the funds held on your behalf.

14. Interest

14.1 Where money is held in a client account for a client or for a person funding all or part of the Firm's fees or for a trust, the Firm will account for interest on those funds where it is fair and reasonable to do so, subject as mentioned below.

14.2 It is generally not possible for the Firm, in common with other firms of solicitors, to obtain as high a rate of interest on monies held for clients that a client might obtain if it invested the money directly. This is because of the requirement to hold the money on instant access and otherwise in accordance with the requirements of the SAR 2019.

14.3 Clients' money is normally held in a general client account and interest is not directly credited to that account by the Firm's bankers. However, on conclusion of a matter or, where a matter continues for more than 12 months, annually generally in March, the Firm will credit a sum in lieu of interest to each client matter, where the amount of interest exceeds £50. In calculating the payment in lieu of interest the Firm reserves the right to deduct interest to which the Firm would be entitled under its Terms of Business on unpaid bills due from that same client as referred to in paragraph 12.1 above.

14.4 The sum in lieu of interest is calculated on funds received electronically from the date of receipt and 4 days from date of banking where funds are received by cheque. Interest is paid until funds are withdrawn from client account whether by cheque or electronically. Interest will not be paid for the period after the date of issue of a cheque to the recipient, irrespective of when the cheque is presented.

14.5 The rate of interest paid is equal to that available on an instant access account with the Firm's bankers. This is in accordance with the SAR 2019.

14.6 If funds are held in foreign currency there is unlikely to be any interest earned on those accounts. However, should any interest be credited to the accounts, the Firm will allocate that interest in a manner it deems fair between those clients who have balances in that account.

14.7 Details of interest rates payable may be obtained from the Firm on request. Interest rates are likely to change when the base rate changes. They may, however, change at other times.

15. Storage of papers and deeds

15.1 After any matter is completed or our instructions terminate for any reason, we are entitled under our lien to keep all your papers and other items while any fees and disbursements are owing to us, in accordance with paragraph 12.3 above. We will keep our file of papers and other items (except for any which are yours and which you ask to be returned to you) for the period set out in our Data Retention Guidelines and/or correspondence. Thereafter, we reserve the right to destroy the file (other than any documents that you ask us to deposit in safe custody) without further reference to you. The retention period for the file and any personal data will be determined by our policy, the nature of the instruction, and any requirements of our professional indemnity insurers. It will be a minimum of 6 years following the conclusion of each matter and for some matters will be significantly longer. Where any original documents, files or other items are stored for any length of time, we reserve the right to make a suitable charge for storage, retrieval from storage and copying where required and also to return or destroy such items after an appropriate period of time.

15.2 We will use our reasonable endeavours to keep secure and intact any documents, files and other items that we may hold on your behalf but will not be responsible if for any reason any of them is destroyed, damaged or lost whilst in the custody of ourselves or any third party.

16. Professional Indemnity Insurance

In accordance with regulatory requirements, we maintain professional indemnity insurance cover which extends to acts or omissions arising out of the Firm's professional business wherever they occur. Currently our relevant insurer is Aviva Insurance UK Limited of St Helen's, 1 Undershaft, London EC3P 3DQ and our relevant policy number is P2A10354: any subsequent changes to these details will be shown on our website. You authorise us to disclose relevant information in

respect of your affairs to our professional indemnity insurers for the purposes of that insurance.

17. Communications

We will endeavour to communicate with you in such form as you require, subject to our taking appropriate and practical precautions, including virus checking of email. Based on current technology used, most emails are not encrypted. You should be aware that communication by non-encrypted email may not be as secure as other means of communication and may not be free from infection, and also that there are no service standards for delivery. As solicitors, we are bound by rules of professional conduct in relation to keeping our clients' affairs strictly confidential. If, therefore, you do not wish us to use email in relation to your affairs, please let us know: we will not do so in respect of matters being handled within the Family department, unless expressly authorised. Subject to the above, the Firm will not be responsible for the security of correspondence and documents sent by email or fax including our acting pursuant to an email instruction purporting to have come from you such as, without limitation, the sending of monies to an account identified in such email correspondence. You will be responsible for ensuring the security and suitability of any email address nominated by you and for deciding whether others, and if so in what circumstances, have access to it.

18. Data Protection

18.1 Personal data obtained for the purposes of preventing money laundering and terrorist financing will only be processed for such purposes unless (a) use of the data is permitted by or under an enactment other than the Money Laundering, Terrorist Financing and Transfer of Funds (Information on the Payer) Regulations 2017 or (b) we have obtained express consent from the data subject to the proposed use of the data.

18.2 We will deal with all personal data received about you in accordance with the UK General Data Protection Regulation (UK GDPR) and/or such other applicable data protection laws or rules as may be in force. You understand that the Firm will hold and process personal data relating to you in different forms and that we will retain personal data in accordance with paragraph 15.1 above. Full details of how we collect and use personal data are set out in our Privacy Notice for Clients, Interested Parties and Visitors, which is available on our website.

18.3 We are required to perform appropriate due diligence checks against all clients, which will usually include adverse media screening. Such screening involves a review of data that is publicly available on the internet. Due diligence checks may be conducted against prospective, previous or existing clients at our discretion.

19. Regulatory Issues

The Firm is a licensed Alternative Business Structure, regulated by the Solicitors Regulation Authority ("SRA"). It is bound by and subject to the SRA Standards and Regulations ("STaRs"), which include the SRA Principles, Code of Conduct for Solicitors, RELs and RFLs, Code of Conduct for Firms and Accounts Rules. Copies of the STaRs and the relevant rules can be

obtained from the SRA, 2nd Floor, 24 Martin Lane, London EC4R 0DR and are available on its website at www.sra.org.uk. The Firm's SRA number is 807106. The Firm is required by the SRA to have professional indemnity insurance, details of which are set out in paragraph 16 above. Clients can also benefit from the SRA Compensation Fund, which operates as a fund of last resort for uninsured losses arising out of dishonesty or a failure to account for funds.

20. Financial Services and Markets Act 2000

20.1 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. This part of our business, including arrangements for complaints or redress if something goes wrong, is regulated by the Solicitors Regulation Authority. The register can be accessed via the Financial Conduct Authority website at www.fca.org.uk/firms/financial-services-register.

20.2 We may where appropriate refer you to a third party who is authorised to provide any necessary advice. However, because we are regulated by the Solicitors Regulation Authority we are able in certain circumstances to offer a limited range of investment and insurance services to clients where they are an incidental part of the professional services that we have been engaged to provide. Under the rules governing insurance distribution, we are regarded as an ancillary insurance intermediary.

20.3 In arranging any restrictive covenant or defective title indemnity policy for you it is unlikely that the Firm will recommend more than one company to provide the contract of insurance. We are not contractually obliged to conduct insurance distribution activities with one or more insurance company or underwriter. We will provide details of the insurance company or underwriter with which the Firm deals in arranging any such policy for you.

21. Proceeds of Crime Act 2002

21.1 The Firm is prohibited by this Act from acting for or advising a client in relation to the acquisition, retention, use or control of the proceeds of any crime or any attempt to conceal, disguise, convert or transfer any criminal property or to remove it from the jurisdiction, or from being involved in arrangements relating to such activities. The proceeds of crime and criminal property are widely defined for these purposes to include any activity (including tax evasion) carried on anywhere which would be illegal if carried on in the UK.

21.2 The Firm has a legal obligation to report to the relevant authorities any person, including a client, suspected of involvement in activity covered by the Act. As a result we reserve the right to make all such disclosures required by law, without informing you that we have done so, and if appropriate to suspend or cease acting for you without giving any specific reason. These obligations override our normal duty of confidentiality

to you. We will not accept any liability for any loss or damage that you or any third party may suffer or incur on any account for any action taken, or not taken, by us in good faith with a view to complying with this Act or any related legislation.

21.3 The Firm may also require confirmation from you of the source of any funds, in particular any remitted from overseas, and of whether all necessary tax has been paid and all necessary returns made in relation to any such funds. The Firm reserves the right to require further information and supporting documentation as appropriate.

22. Anti-money laundering

22.1 In order to enable the Firm to satisfy its obligations under the applicable anti-money laundering and counter-terrorist financing rules, it will almost always be necessary for you to supply appropriate proof of identity before we are able to act or continue to act for you or for any principal whom you may represent. We will also not be able to receive any funds from, or pay any funds to, you or on your behalf unless all necessary identification and other procedures have been satisfied for the purposes of the rules.

22.2 For individuals and partnerships, proof of identity will usually be (i) a current valid full passport, showing your full name, date of birth and photograph and (ii) a current driving licence or a recent utility bill or bank statement showing your current address. For companies and LLPs, the evidence required will typically include the relevant governing document and personal identification as above in respect of at least two of the company's directors or the LLP's members. In the case of a company incorporated outside the UK, there should also be written confirmation from lawyers qualified in the jurisdiction in which the company is incorporated that the company is duly incorporated and of good standing and authorised to do business and that they have certified the copies as above.

22.3 In addition we will require information as to the beneficial ownership of or interest in any companies, partnerships, LLPs and trusts for which we act and for this information to be kept up to date. We will ordinarily need to verify the identity of beneficial owners. We may need to report information we obtain to agencies such as Companies House.

22.4 If you do not have a current passport, we will prescribe what alternative proof of identity we require, including evidence as to whether or not you are a UK national and resident in the UK.

22.5 In the light of the applicable rules and for insurance reasons we do not normally accept cash payments from or on behalf of clients and then only in special circumstances and for limited amounts.

22.6 Whilst we may have a discretion to give advice to you about the application of the rules, we are not obliged to do so and may instead withdraw from acting for you.

23. Bribery Act 2010

23.1 It is the Firm's policy to conduct all of its business in an honest and ethical manner. The Firm does not tolerate any form of bribery or corruption and is committed to acting

professionally, fairly and with integrity in all its business dealings and relationships, wherever they occur.

23.2 In order to meet its obligations under paragraph 23.1 above the Firm operates and enforces effective internal policies and procedures to counter bribery and corruption.

23.3 The Firm requires all those engaged or introduced directly or indirectly by the Firm to comply with the same standards of conduct as apply to the Firm including, in the case of overseas lawyers, advisers and intermediaries, the same standards as apply in the UK, so that when first instructing, engaging or introducing any such persons appropriate assurances will so far as possible be sought by the Firm.

24. HMRC reporting

We may be required under the Common Reporting Standard, the Money Laundering, Terrorist Financing and Transfer of Funds (Information on the Payer) Regulations 2017 and other applicable statutes/regulations to report relevant information to HMRC. The information we report will include personal and financial data belonging to the beneficial owners of trusts which generate UK tax consequences, including settlors and beneficiaries. If you are a trustee of a relevant trust and it is appropriate for us to report information to HMRC, by instructing us you acknowledge that we will disclose your data and confirm that every beneficial owner understands that we will disclose their data.

25. Complaints Procedure

25.1 Whilst every effort will be made to ensure that each matter is handled satisfactorily in all respects, if for any reason you are unhappy about any aspect of the Firm's service you should contact either the person with overall responsibility for your dealings in the Firm or Jonathan Sewell, our Complaints Partner. We will endeavour to resolve any complaint internally through the Firm's complaints procedure, which is available on our website. The result of our investigation will be made known to you, with a view to resolving any difficulty as quickly as possible.

25.2 If you are not satisfied with the Firm's handling of your complaint and are an individual or represent a small enterprise, charity, club, association, organisation or trust, you may be entitled to refer the matter to the Legal Ombudsman. The Legal Ombudsman expects complaints to be made to them within one year of the date of the act or omission about which you are concerned or within one year of you realising there was a concern. You must also refer your concerns to the Legal Ombudsman within six months of our final response to you about your complaint.

25.3 The Legal Ombudsman's contact details are:

Address: PO Box 6167 Slough SL1 0EH
Tel: 0300 555 0333 Minicom: 0300 555 1777
Email: enquiries@legalombudsman.org.uk
Website: www.legalombudsman.org.uk.

25.4 The Legal Ombudsman may not be able to adjudicate on a claim that the Firm may be legally liable for loss you have sustained. It should become clear in the course of our looking into the complaint if this is what is involved. If we are not able to sort this out to your satisfaction with our insurers' approval, you will have to take independent legal advice on the matter.

25.5 If you have a complaint regarding a barrister engaged by the Firm in relation to any matter on which it is acting for you, you should contact either the Firm or the barrister's chambers directly. The chambers will deal with the complaint in accordance with its complaints policy. If you are not satisfied with the handling of your complaint, you may be able to refer the matter to the Legal Ombudsman, whose contact details are shown in paragraph 25.3 above. Again, time limits apply and any complaint should be made as early as possible.

26. Termination, Cancellation and Withdrawal

26.1 You may terminate your instructions to us in writing at any time. We, in turn, reserve the right to suspend or stop acting for you but only with good cause, including for example where there is a conflict of interest, or where you fail to pay any interim invoice or to provide funds on account where required. We would not be able to act or continue to act if this would involve a breach of the law or of our professional rules, or if, in litigation matters, we become aware that you have committed perjury or have misled or attempted to mislead the court in any material respect or that we have inadvertently misled the court and you do not consent to our informing the court of this fact.

26.2 If we were to suspend or stop acting for you, we would so far as possible give you reasonable notice and explain the reasons. In either event, we will retain the right to charge for work done up to the time when we cease to act and will retain our lien over any monies, papers, documents or other items held by us pending settlement of any outstanding fees and disbursements, in accordance with paragraph 12.3 above. Unless we have agreed to the contrary, should we suspend or stop acting for you for any reason we reserve the right to charge on a "time spent" basis at the applicable hourly rate(s). Such time may include, but will not be limited to, any work relating to an application for the Firm to be removed from the court record.

26.3 If the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 apply, you may have the right, in respect of relevant non-business instructions, to cancel your contract with us at any time during the cancellation period without giving any reason and without incurring any liability except as mentioned in this paragraph below. This right to cancel only arises where our acceptance of your instructions creates a "distance" or "off premises" contract as defined by these Regulations. The cancellation period under these Regulations ends at the end of 14 days after the date on which we accepted your instructions. If the right to cancel the contract exists, you may use the form of cancellation attached to our engagement letter, or do so by making a clear statement in a durable form, duly sent to the partner named in the engagement letter as having overall responsibility for your affairs. Under these Regulations, if you expressly requested us to begin the performance of services during the cancellation period, you shall pay us an

amount which is in proportion to what has been performed until you have communicated to us your cancellation from this contract in comparison with the full coverage of the contract. If your contract with us is an "off-premises" contract (as defined in the Regulations) this request must be given in a durable medium but in other cases, we will act on your oral request (even though, as a matter of good order, we will normally confirm in writing any such oral request).

26.4 You can withdraw your instructions at any time before we have accepted them and entered into a contract with you. However, unless you inform us of this decision to withdraw your instructions at a meeting in our offices, you must inform the partner or fee earner to whom you gave your instructions by telephone, email or letter of your decision.

27. **Force majeure**

We will not be liable to you or any third party if we are unable to perform our services as a result of any cause beyond our reasonable control. If any such event should arise, we will notify you as soon as reasonably practicable.

28. **Proper law and jurisdiction**

Our contract with you is governed by English law and the courts within the London postal districts will have exclusive jurisdiction in relation to any claims against the Firm and any claims by the Firm if you are resident or incorporated within the UK, and non-exclusive jurisdiction in relation to any claims by the Firm if you are not so resident or incorporated. Any proceedings relating to our contract with you will be conducted only in the English language. Our address for service is as set out below and no notices or proceedings may be served by email or fax.

29. **Variation**

We reserve the right to vary these terms of business at any time in order to take account of any legal or regulatory changes or as may otherwise be appropriate.

30. **How you can help us**

We have explained above the approach that we adopt for all our clients and we will use every effort to bring any particular matter to a satisfactory conclusion. You, for your part, can help us to achieve this and to save time and costs by giving us the clearest possible instructions as and when needed and by responding promptly to any points that we may refer to you.