

Terms of Business

General information

Shakespeare Martineau LLP is a limited liability partnership registered in England and Wales with number OC319029 (the "Firm"). Its registered office is No 1 Colmore Square, Birmingham, United Kingdom B4 6AA. The Firm is a subsidiary of Ampa Holdings LLP.

'Shakespeare Martineau', 'Mayo Wynne Baxter', 'Lime Solicitors', 'Corclaim', 'Reddens', 'Marrons' and 'NorthElm' are business names used by the Firm.

The members of the Firm are Ampa Holdings LLP, Mark Beesley, Lesley Davis, Fiona Dodd, Matthew Hemblade-Parr, Suzanne Leggott, Rebecca Louis, Dean Orgill, Alex Smith, Hannah Tait and Victoria Tester.

Any reference to 'partner' in relation to the Firm is a reference to a member of Ampa Holdings LLP or to an employee or consultant of the Firm with equivalent standing and qualifications who is authorised by the Firm to execute and bind the entity accordingly.

The Firm is authorised and regulated by the Solicitors Regulation Authority (SRA) with number 442480 and operates in accordance with the regulatory requirements set out in the SRA Standards and Regulations, including the Principles, the Code of Conduct for Solicitors, RELs and RFLs and the Code of Conduct for Firms. For further information please visit <https://www.sra.org.uk/solicitors/>.

Any reference to "Group" in these Terms of Business is a reference to the Firm, Ampa Holdings LLP and any subsidiary or holding company from time to time of the Firm and of Ampa Holdings LLP.

Ampa Holdings LLP is a limited liability partnership registered in England and Wales with number OC435936. Its registered office is No 1 Colmore Square, Birmingham, United Kingdom B4 6AA. A list of its members is available for inspection at its registered office.

Ampa Holdings LLP does not provide legal or other services to clients. Ampa Holdings LLP is the holding entity of a number of trading subsidiary entities, further information on which is set out above.

Ampa Holdings LLP is approved as by the SRA as an owner/manager of the Firm with number 819025.

1. Who does my work

- 1.1 The work you are instructing us to complete will be delivered by the Firm.
- 1.2 Your agreement is with the Firm alone and no contractual relationship of any nature will arise with, nor will any services be provided by, any other subsidiary of Ampa Holdings LLP, members of Ampa Holdings LLP or any individual member, employee and/or consultant of the Firm other than for and on behalf of the Firm.
- 1.3 The engagement letter will tell you which of our people will be working for you and who will be your day-to-day contact. It may be necessary to involve additional or substitute individuals as circumstances require.
- 1.4 When we instruct other professionals on your behalf (such as barristers, overseas lawyers, accountants, surveyors, expert witnesses or costs draftsman) we will do so as your agent. We will not be responsible for any act or omission of any such professional. We may request any such professionals to send their invoice/s to you direct.

2. Consumers' Cancellation Rights

- 2.1 Consumers may have a right to cancel. If you are an individual who is not instructing us in connection with your business, you may have a legal right to cancel our agreement with you and receive a refund of any sums you have paid us in advance. You are likely to have these rights if we take instructions from you outside of our offices or at a distance, for example online or over the telephone. Your right to cancel expires 14 days after our agreement is made and if you request us to start work during that period you will have to pay us for any work we do up until you cancel. Work which we start at your request during the cancellation period cannot be cancelled once completed, even if the cancellation period is still running.

3. Cyber Fraud

- 3.1 Please do not reply to or act upon any email you might receive purporting to advise you that our bank account details have changed. Please always speak to the lawyer acting for you to check any changes to payment arrangements.
- 3.2 We will require independent verification of changes to any bank account to which we are asked to send money.

4. Confidentiality and Data Protection

- 4.1 We will keep your information confidential, unless:
 - 4.1.1 you consent to the disclosure of that information;
 - 4.1.2 disclosure of the information is required or permitted by law or regulatory requirements that apply to us; or
 - 4.1.3 these Terms of Business and/or our letter of engagement state otherwise.
- 4.2 Unless you otherwise request we may, in the course of providing our services, communicate via e-mail with you and other persons. You accept the security and other risks involved in such communications (including, but not limited to, the risk that such communications can fall into the hands of third parties and/or can be delayed or subject to transmission error and/or the spread of viruses). We do not accept any liability for such risks and if you find the risks involved unacceptable then you should advise us, in writing before we provide any services, not to use email as a method of communication in connection with the services. You agree that you will indemnify us in relation to any losses we incur which arise out of any fraudulent use of your email account.
- 4.3 We have a Quality Management System that is accredited to ISO 9001. External organisations such as the Information Commissioner's Office or ISO Auditors and the SRA may conduct audit or quality checks on our practice from time to time. They may wish to audit or quality check your file and related papers for this purpose and you hereby agree to us sharing such information with them.
- 4.4 We use your personal data primarily to provide legal services to you, but also for related purposes such as administration, billing, obtaining payment of our bills, record keeping, and to inform you of our services and events that we think may be of interest to you. Full details of these purposes can be found in our Privacy Notice, which is available on our website at www.shma.co.uk/privacy-policy/.
- 4.5 Our use of your personal data is subject to your instructions, the UK General Data Protection Regulation (UK GDPR), other relevant UK legislation and our professional duty of confidentiality.
- 4.6 We take your privacy very seriously. Our Privacy Notice, which is available on our website at www.shma.co.uk/privacy-policy/, contains important information on how and why we collect, process and store your personal data. It also explains your rights in relation to your personal data.
- 4.7 We may record telephone calls and monitor emails for training, evidential, quality regulatory and compliance purposes.
- 4.8 In the event of you making any complaint or allegation of professional negligence against the Firm we reserve the right to disclose your documents to our insurers and/or their appointed representatives, and/or to any third party we wish to join to any claim you may bring against us, and/or any third party we wish to seek a contribution from, and/or to the Legal Ombudsman, and/or to our regulators.
- 4.9 If we are instructed on a purchase and we are also acting for your proposed lender, we have a duty to reveal to your lender all relevant facts about the purchase and the mortgage. This includes any differences between your mortgage application and information we receive during the transaction, any cash back payments or discount schemes that a seller is giving to you, and other information which may be requested by the lender.

- 4.10 By agreeing to us acting for you, you are also agreeing that we may disclose your information to any member of the Group including, but not limited to, facilitating your separate instruction of one of those entities for the provision of professional services to you, AND you are agreeing that the Firm and Group may:
- 4.10.1 disclose your information, as necessary, to our and or other Group entities' auditors, brokers, insurers, providers of accreditations, bankers, suppliers (including technology suppliers), sub-contractors, advisors who are instructed by us or the Group regarding mergers, acquisitions or disposal of parts of our business, professional advisors within the UK or in other jurisdictions for the purpose of obtaining advice for you provided that on each occasion we impose, if necessary, a duty of confidentiality upon them;
 - 4.10.2 disclose your information to your other professional advisors unless you tell us not to;
 - 4.10.3 disclose any relevant information within the Group and/or to external advisors in order to respond to and/or defend against threatened or actual legal, civil or regulatory proceedings or to deal with a complaint;
 - 4.10.4 store your electronic data in a confidential and protected cloud hosted and administered by a third party or parties.
- 4.11 This paragraph 4 applies whilst we are acting for you and afterwards.
- 4.12 By agreeing to this paragraph 4 you are also agreeing to keep confidential information about the Firm and the Group which is not in the public domain save where disclosure:
- 4.12.1 is compelled by law;
 - 4.12.2 is required for you to report a criminal offence or to
 - 4.12.3 co-operate with a criminal investigation or prosecution by a body authorised in law to investigate and prosecute criminal offences;
 - 4.12.4 is required for you to report misconduct or a serious breach of regulatory obligations to the appropriate regulatory/supervising body;
 - 4.12.5 to your insurers, bankers and other professional advisors as required, subject to you having obtained our prior written consent to the disclosure.
- 4.13 You agree that we can share all information, confidential or otherwise, relating to this matter with any other parties who are jointly instructing us on this matter. You consent to us providing copy documents from the matter file to any of those jointly instructing us on this matter during and after the conclusion of the matter.
- ## 5. Prevention of Money Laundering, Terrorist Financing and Proliferation Financing
- 5.1 As a firm of solicitors, we must comply with legal and regulatory requirements aimed at preventing crime, including money laundering, terrorist financing, and proliferation financing and/or to ensure we know who we are acting for. You acknowledge and accept that to comply with these requirements, we will need to verify your identity, and, where relevant, your business structure, organisation history and sources of income, wealth and funds, and other matters relevant to discharging our legal and professional duties. If you do not provide us with the required information promptly, the progress of your matter is likely to be delayed.
- 5.2 For these purposes, we may undertake searches with a credit reference agency. The credit reference agency may check the details you supply to us against any database (public or otherwise) to which they have access. They may also use your details in the future to assist other companies for verification purposes. A record of the search will be retained. This will not adversely affect your credit rating.
- 5.3 We are also required to identify and verify the identity of other persons such as directors or beneficial owners. If you or they do not provide us with the required information promptly, the progress of your matter is likely to be delayed.
- 5.4 You agree that we may make checks for these purposes using online electronic verification systems or other databases as we may decide.
- 5.5 You must not send us any money until we have told you that these checks have been completed.
- 5.6 We will charge you a reasonable administration fee for our time, expertise, and the tools involved in carrying out these checks when we onboard you as a new client of the Group and open our file(s) for new matters. Any such costs will be confirmed in our engagement letter.
- 5.7 Any personal data we receive from you and which are required for these purposes will only be used for these purposes or:
- 5.7.1 with your consent;
 - 5.7.2 as permitted or required by law; or
 - 5.7.3 where we have a Legitimate Interest to do so.
- 5.8 We are entitled to refuse to act for you if we are unable, to our satisfaction, to verify your identity, the identities of your directors and any beneficial owners, or (where we are required to do so) your business structure, organisation history and sources of income, wealth and funds, and other matters relevant to discharging our legal and professional duties.
- 5.9 We are under a professional and legal obligation to keep your affairs confidential. However, the legal and regulatory requirements and obligations placed on solicitors aimed at preventing crime, including money laundering, terrorist financing and proliferation financing means that we are under a legal duty in certain circumstances to disclose information to organisations such as the National Crime Agency (NCA). Where we know or suspect that a transaction may involve money laundering or other financial crime we may be required to make a disclosure to the NCA. If this happens, we may not be able to inform you that a disclosure has been made, nor of the reasons for it, because we may be prohibited by law from doing so. In certain cases, we may have to terminate or suspend our engagement with you and may not be able to tell you why. In such circumstances we shall have no liability to you for any delay and we may require you to indemnify us against any resulting claims made by third parties. Where the law permits us to do so we will tell you about any such issues and explain what action we need to take. We shall not be liable for any loss or damage incurred or suffered by you as a result of a disclosure to the NCA (or other regulatory organisation or body for these purposes) made by us in good faith.
- ## 6. Fees
- 6.1 Except as otherwise stated in our engagement letter, or agreed and confirmed in writing by us, our charges are calculated primarily by reference to the time spent on your matter by us. This may include (for example) meetings with you or others, making and receiving telephone calls, drafting and receiving correspondence (including e- mails), considering, preparing and working on documents and, where appropriate, travelling. All time spent on your matter is recorded in units of six minutes.
- 6.2 The hourly rate(s) of the fee earner(s) who will work on your matter or the basis on which you will be charged will be shown in the engagement letter. Our hourly rates are subject to change both generally and in specific cases. General revisions usually apply from 1st May each year and you will be informed of any such changes. In individual matters we may agree an increase in the hourly rate where there is particular urgency, complexity or responsibility. In all such cases we reserve the right to terminate our agreement with you if we cannot agree increased rates.
- 6.3 All quotes and estimates of fees exclude VAT and disbursements. We will charge VAT in accordance with the prevailing legislation. We are registered for the purposes of the Value Added Tax Act 1994 and our VAT registration number is GB 446 389654.
- 6.4 Where we give an estimate, it is based on the assumption that the matter proceeds reasonably smoothly and without undue complications or delays. An estimate is not a quotation. If an estimate is going to be exceeded we will try and give you as much notice as possible but this does not affect our right to charge in full for all work actually undertaken. Requests to expedite matters may require further work to be undertaken and additional resources to be deployed. Estimates and quotes in respect of fees are usually prepared on the basis of certain assumptions which will be clearly set out. Where those assumptions prove to be inaccurate or there is a change of circumstances we will not be bound by the figure we have given and will provide you with a revised estimate or quote on the basis of the new circumstances.
- 6.5 In property transactions, except where we agree otherwise, fees may be calculated by reference to both the time spent on the matter and a percentage of the value of the property to reflect the additional risk associated with larger transactions. This rate will in practice vary according to the value of the property and the nature and complexity of the transaction.

- 6.6 In litigation matters, your claim may be subject to a fixed recoverable costs regime. These costs are the sums fixed by the Civil Procedure Rules as amounts which are recoverable from your opponent as the basic charges in certain types of claim. In some cases, the fixed costs amount recoverable will be below the fees that we have incurred on your matter. In this instance you will be liable to pay our basic charges and disbursements whether or not they are recovered in whole or in part from your opponent (subject to any agreement to the contrary). We will keep you regularly updated regarding the level of our fees.
- 6.7 Disbursements are sums we pay in their entirety to third parties on your behalf, such as Court fees, search fees, copy documents and the fees of barristers or experts. We may also levy a reasonable charge for administration services such as photocopying, faxing, document production, telephone conferences, international calls, electronic money transfers, and carrying out checks when we onboard you as a new client of the Firm and open new matters, as set out in paragraph 5.6 above
- 6.8 Where our invoice includes the fees of a barrister and these remain unpaid, the barrister may require us to assign to them the right to recover their fees. In these circumstances you may be pursued by the barrister direct for payment of these fees. If we have reason to believe that you are unable to pay a barrister's fees we shall inform the barrister in accordance with the terms we have agreed with the barrister. If you disagree with this please let us know immediately.
- 6.9 Fees are payable whether or not your matter is successfully concluded or completed. We only act on a contingency fee, conditional fee or "no win no fee" basis where we agree this in writing with you in advance. Details of such arrangements, where appropriate, will be set out in the engagement letter.
- 6.10 You may, on written notice to us, set an upper limit on the legal fees to be incurred on your matter without further reference to you. This will mean that when the limit has been reached we will not proceed with any further work on the matter without your prior consent to expending further costs or fees.

7. What should you do if you think our charges are not fair?

- 7.1 Our objective is to ensure that the fees we charge are fair and reasonable. If you do not consider this to be the case then you should first of all discuss the matter with the partner responsible for supervising your matter. If you are still unhappy then you may object to your bill by using the Firm's complaints procedure (see paragraph 23).
- 7.1.1 If you remain unhappy, you may raise a complaint to the Legal Ombudsman (see paragraph 24); and/or
- 7.1.2 Apply to the Court for an assessment of the bill as set out in sections 70, 71 and 72 of the Solicitors Act 1974. The Legal Ombudsman may not look at your complaint if you have made an application to the Court.

8. Invoicing and Payment

- 8.1 Subject to the following provisions of this paragraph our invoices are due and payable immediately on presentation. If all or part of our invoice is not paid on time we reserve the right to charge interest on the outstanding amount at the rate payable on judgment debts in accordance with article 5 of the Solicitors' (Non-Contentious Business) Remuneration Order 2009 and the Judgment Debts (Rates of Interest) Order 1993.
- 8.2 In property transactions we normally send an invoice in respect of our fees, charges and disbursements following exchange of contracts and payment in full in cleared funds is required in accordance with our normal invoice terms stated in paragraph 8.1.
- 8.3 You agree that we may submit invoices for the services we have provided to you on a monthly basis, or at other intervals that we expressly agree. For the avoidance of doubt these invoices are interim statute bills unless we tell you otherwise.
- 8.4 Where funds are payable to you upon completion of a matter we may deduct monies due to us, or becoming due, on this or any other matter we are handling on your behalf, unless otherwise agreed in advance. If you provide us with funds (such as purchase money) to be used in completing a matter, those funds must be cleared through the banking system before we can use them. We will charge a fee for the services we provide for both special clearance of funds or for any electronic bank transfers made or received in connection with your matter and this will include any fees charged to us by our bankers.
- 8.5 Any monies due to you from us during the course of or at the conclusion of any matter will be paid by cheque (or the

equivalent) or electronic transfer. We do not make payments out of our client account in cash and we reserve the right to refuse to make any payment out of our client account to any bank account other than a bank account in your name. We are unable to send or return money to you unless we have completed our required ID checks.

- 8.6 From time to time we may require you to make a payment on account of fees, charges or disbursements in advance. We will hold any such funds in our client account until the fees or charges are invoiced or disbursements fall due. We will transfer funds from our client account to settle relevant invoices or disbursements. We may also transfer funds between differing matters we are handling on your behalf to clear outstanding invoices and disbursements.
- 8.7 Payments to us should, wherever possible, be made by direct transfer. We have the facility to accept payment by credit or debit card at our discretion. We would not normally accept payments made to us by a third party on your behalf other than from an authorised financial institution. In the event that a payment is made to us by a third party on your behalf, that has not been approved by us in advance following appropriate anti-money laundering checks, then it may not be accepted and may cause delays to your matter. In such cases we will not be responsible for any loss or damage you may suffer as a result.
- 8.8 If any payment of an outstanding invoice or disbursement or payment on account of costs is not made in accordance with our agreed terms then we may suspend or cease work on your behalf both on the matter in question and on any other matter in respect of which we may be acting for you. In such cases we will not be responsible for any loss or damage you may suffer as a result.
- 8.9 Our invoices will be rendered in pounds sterling. Any disbursements in foreign currency will be converted to sterling at the exchange rate applicable at the invoice date as reasonably determined by us. If the exchange rate changes before you settle our invoice, then you will be credited with any exchange profits or charged with any exchange losses.
- 8.10 For reasons of money laundering monitoring and security we do not accept cash payments from clients in excess of £500. If you deposit cash direct with our bank then we reserve the right to charge for the time and expense incurred in carrying any additional checks and enquiries we deem necessary regarding the source of the funds. We reserve the right, in our absolute discretion, to refuse to accept payments in cash from third parties (including your debtors) on your behalf, for security reasons.
- 8.11 We may deliver our invoices by email. If you do not wish to receive your invoices by email, please write to us to confirm this.

9. Client Monies and Interest

- 9.1 As part of carrying out our business, we may need to hold money on your behalf. Any money received will be paid into a separate, general client account held with our Bank. Where applicable, interest will be calculated and added on request, upon completion of your matter.
- 9.2 We will not pay interest in any of the following situations:
- 9.2.1 if, on calculation, the amount calculated per matter is less than £75 over the calculation period;
- 9.2.2 where the rate of interest does not exceed 0.75% at the point of calculation;
- 9.2.3 on money held for the Legal Aid Agency;
- 9.2.4 on money held on account of costs;
- 9.2.5 on payments in advance; or
- 9.2.6 if you have requested to opt out of the provisions of this policy.
- 9.3 Unless we expressly agree in writing we do not hold money on your behalf as trustee.
- 9.4 Where you have overdue outstanding bill(s) / disbursement(s) we reserve the right to use any interest calculated and payable on your matter to contribute to the outstanding amounts due.
- 9.5 The gross interest rate used to calculate interest is aligned with the published rate paid on the Barclays Everyday Saver account. This will be reviewed and updated at the start of every calendar quarter. We deduct 0.75% from this rate to cover the costs of our administration.
- 9.6 Our aim is to pay interest at a fair and reasonable rate, however, under SRA rules, we are obliged to hold funds in an instant access account and as the holding of funds is incidental to that of carrying out our legal instructions, the rate payable may not be

as high as the rate you could obtain when depositing money for yourself.

- 9.7 We do not deduct tax from interest payments. It is your responsibility to notify HMRC of any tax due on payments of interest from us.

10. Bank Failure and the Financial Services Compensation Scheme

- 10.1 We are not liable for any losses you suffer in the event of a failure of any bank/banks in which we hold client money and /or any such bank being for any other reason unable to repay depositors. You may, however, be protected by the Financial Services Compensation Scheme (FSCS). The FSCS is the UK's statutory fund of last resort for customers of banking institutions. The FSCS can pay compensation up to £85,000 if a banking institution is unable, or likely to be unable, to pay claims against it.
- 10.2 The limit is £85,000 per banking institution. If you hold other personal money in the same banking institution as our client account[s], the limit remains £85,000 in total. Some banking institutions have several brands. The compensation limit is £85,000 per institution, not per brand.
- 10.3 The FSCS also provides up to £1m of short-term protection for certain high balances, e.g. relating to property transactions, inheritance, divorce or dissolution of a civil partnership, unfair dismissal, redundancy, and personal injury compensation (there is no financial limit on protection for personal injury compensation). This is called the temporary high balance scheme and, if it applies, protection lasts for a maximum of six months.
- 10.4 More information about the FSCS can be found at <https://www.fscs.org.uk>.

11. Audit enquiries

- 11.1 We may make a charge for responding to enquiries from you or your auditors.

12. Insurance Distribution and Financial Services

- 12.1 We are not authorised by the Financial Conduct Authority (FCA). However we are included on the register maintained by the FCA 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 SRA. The register can be accessed via the FCA website at www.financial.conduct.authority.org.uk/firms/financial-services-register. If, during this transaction, you need advice on investments we may refer you to someone who is authorised by the FCA. If we receive commission for financial services provided to you then, unless otherwise agreed between us, we will account to you for that part of the commission which exceeds the amount of our fees and disbursements.

13. Insider list

- 13.1 If you are an issuer to whom the Disclosure and Transparency Rules issued by the FCA apply then, unless you notify us to the contrary, we will assume that any matter and any information to which we have access during that matter or otherwise does not constitute inside information (as defined in those Rules) relating directly or indirectly to you.
- 13.2 If you are such an issuer and notify us in writing that a matter or any information to which we have access, during that matter or otherwise, constitutes inside information relating directly or indirectly to you, then we will take the necessary measures to maintain an Insider List and to ensure that those named in it acknowledge their legal and regulatory duties as a result of being insiders.

14. Anti-bribery

- 14.1 You shall procure and ensure that all of your employees, servants, agents and sub-contractors will:
- 14.1.1 comply with all applicable laws, statutes, regulations and codes relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010 (and any amendments thereto) ("Relevant Requirements");
- 14.1.2 not engage in any activity, practice or conduct which would constitute an offence under sections 1, 2, or 6 of the Bribery Act 2010 if such activity, practice or

conduct had been carried out in the UK;

- 14.1.3 (if you are a business) have and maintain in place your own policies and procedures to ensure compliance with the Relevant Requirements, and will enforce them where appropriate; and

- 14.1.4 promptly report to us any request or demand for any undue financial or other advantage of any kind received by you in connection with your

- 14.1.5 instructions to us.

- 14.2 Without prejudice to any other rights or remedies we may have we may cease acting for you on written notice if you breach this requirement.

15. Professional Indemnity Insurance

- 15.1 We carry professional indemnity insurance for the services we provide. Save in respect of Marrons, our professional indemnity insurance is provided by QBE UK Limited, 30 Fenchurch Street London EC3M 3BD and American International Group UK Limited, The AIG Building, 58 Fenchurch Street, London EC3M 4AB. In respect of Marrons, our professional indemnity insurance is provided by Axis Specialty Europe SE, Sixth Floor, 20 Kildare Street, Dublin 2, Dublin, Ireland, D02 T3V7 and Allied World Assurance Company Europe DAC, 20 Fenchurch Street, London, 19th Floor, EC3M 3BY. Our insurance provider(s) may change when our professional indemnity insurance is renewed.

16. Our liability

- 16.1 We have a duty to work for you with reasonable care and skill. Our role is to act as your advisors under English law. We do not advise on the commercial or financial viability of transactions. Unless specifically agreed otherwise in our engagement letter, we will not advise on tax related issues.
- 16.2 We provide our advice solely to you. We do not accept liability for any other person or organisation to whom our advice is not addressed except where we have agreed to accept such liability.
- 16.3 We shall not be responsible for any failure to provide services on any issue which falls outside the scope of our engagement and shall have no responsibility to notify you of, or the consequences of, any event or change in the law, or its interpretation, which occurs after the date on which the relevant service is provided.
- 16.4 If you are instructing us in connection with your business, we shall not be liable for any consequential or indirect loss or damage or for any loss of profit, income, anticipated savings, production or accruals arising in any circumstances whatsoever, whether in contract, tort, negligence, for breach of statutory duty or otherwise, and howsoever caused.
- 16.5 Our liability to you for any and all claims in contract, tort, negligence, for breach of statutory duty or otherwise, for any loss or damage, costs, expenses or any contractual or statutory interest howsoever caused arising out of or in connection with the services we provide or otherwise shall be limited in total to the sum specified in the engagement letter or (if no sum is specified) £5 million.
- 16.6 If we become liable to you in relation to any services we provide and any other persons or organisations are also responsible for any loss, damage, cost or expense you suffer, we will only be liable for the just and equitable proportion of loss, damage, cost or expense incurred by you after taking into account the extent of responsibility of you and others including in appropriate circumstances your other advisors and/or any other third party responsible to you and/or liable in respect of such loss.
- 16.7 The following shall not be taken into account in assessing whether other parties may be liable to you or our contribution to your loss, damage, cost or expense:
- 16.7.1 if you have accepted any express exclusion or limitation of liability in respect of any other person;
- 16.7.2 your inability to recover from any other person whether because a claim has become time barred or for any other reason; and
- 16.7.3 your decision not to recover from any other person.
- 16.8 If you do not claim against third parties who are also responsible for any loss, damage, cost or expense you suffer, and only claim against us, our liability will be reduced by the amount you could have recovered from them had you claimed against them.
- 16.9 You agree not to bring any claim against any individual member, employee and/or consultant of the Firm in respect of loss and/or damage suffered by you arising out of and/or in connection with

the services provided by us (including, but not limited to, negligence or non-performance of the services by us).

- 16.10 If we are acting for more than one person, the limit of liability referred to in paragraph 16.5 will be the limit on our liability for all claims by any and all of you in relation to the matter concerned unless we have stated otherwise in the engagement letter.
- 16.11 We will not be liable to the extent that our liability results from something you have done or failed to do (including but not limited to providing incorrect or insufficient information).
- 16.12 If, as a result of circumstances beyond our reasonable control, we are unable to meet any deadline to complete the services we have undertaken to perform for you by any estimated date of completion or at all:
- 16.12.1 any such failure on our part will not constitute a breach of the agreement between us;
- 16.12.2 we will not be otherwise liable to you for any such failure attributable to any such circumstances notified to you; and
- 16.12.3 any estimated date for completion of the services will be extended accordingly.
- 16.13 The provisions of this paragraph 16 are also drafted for the benefit of our partners, employees, consultants or agents, and you agree that they shall be entitled to rely on and enforce this paragraph as if they were a party to this agreement, pursuant to the Contract (Rights of Third Parties) Act 1999.
- 16.14 Nothing in these Terms of Business shall limit or exclude our liability for death or personal injury caused by our negligence, or for fraud or fraudulent misrepresentation or any other matter in respect of which it would be unlawful for us to exclude or restrict liability.
- 16.15 The provisions of this paragraph 16 shall continue to apply even if our engagement is terminated for any reason.

17. Third parties

- 17.1 For the avoidance of doubt any advice we give will be provided solely to you as our client. Our advice may not be used or relied upon for any other purpose or by any other person (including any other advisors instructed by you) without our express prior written agreement. Furthermore our advice may not be disclosed to any other person (except your other advisors for the purpose of the transaction or matter in question) without our express prior written agreement.
- 17.2 To the extent permitted by law we exclude any and all liability for any damages, claims, actions, proceedings, awards, compensation, costs, expenses and all other losses and/or liabilities to third parties in relation to the relevant matter.
- 17.3 You agree to indemnify us, and keep us indemnified, against any damages, claims, actions, proceedings, awards, compensation, costs, expenses and all other losses and/or liabilities which arise from a third party obtaining from you any aspect of the work carried out or advice provided by us unless we have expressly agreed in writing to accept liability to such third party in relation to that advice.
- 17.4 All third party rights are excluded (other than as provided under paragraph 16.13 of these Terms of Business) and we both agree that no third party may enforce this contract unless we expressly agree it in writing.
- 17.5 If we agree to accept liability to third parties, our fees may be adjusted to reflect this additional risk.
- 17.6 In acting for a corporate entity we do not assume a separate legal responsibility for advising members and/or shareholders and/or directors and/or employees and/or officers of the corporate entity unless specifically requested by such persons to do so and then only with our prior written consent and with the consent of the corporate entity. Such advice will be given subject to there being no conflict of interest and the issue of a separate engagement letter.
- 17.7 We may instruct third parties (such as barristers, expert witnesses, enquiry agents and other professionals) to provide services to you. As outlined in paragraph 1.4, where appropriate we may instruct these third parties as your agent, so that you contract with them directly. However the third parties are instructed, you are responsible for the sums charged by third parties and their services are provided to you on their terms. We use reasonable skill and care in selecting and appointing third parties and provided that we do so, we are not responsible for the services the third parties provide.

18. Termination

- 18.1 You may end your agreement with us at any time by giving us notice in writing.
- 18.2 We reserve the right to suspend work or terminate our agreement with you in the following circumstances:
- 18.2.1 Where we are unable to obtain your instructions;
- 18.2.2 Where for whatever reason the relationship between us has broken down or issues of conflict arise or our rules of professional conduct prevent us, or make it imprudent for us, to continue to act; or
- 18.2.3 Where you have failed to pay our fees, charges, VAT or disbursements on time, or to provide a payment on account sought under paragraph 8.6.
- 18.3 We will write to you explaining the reason for our termination, giving you as much notice as practicable.
- 18.4 You will be responsible for payment of all fees, charges, VAT and disbursements for work undertaken or expenditure incurred up to the date of termination.
- 18.5 We are entitled by law to retain any documents or other property belonging to you until such time as all legal fees, charges, VAT and disbursements that you owe to us have been paid.
- 18.6 After we have completed your matter, or the agreement between us has terminated, we are not responsible for reminding you of any dates or deadlines that may arise in connection with it. You should diarise critical dates such as dates for service of notices, expiry of time limits, exercise of options, renewal of leases and rent reviews.

19. Storage of Wills, Deeds and Papers

- 19.1 We are prepared to store deeds and wills securely on request, for which we reserve the right to charge a reasonable fee.
- 19.2 We will levy a reasonable administration fee for retrieval of wills, deeds and papers. Where information and/or copying is required then our normal charges will apply and we will advise you of these at the time.
- 19.3 You are responsible for ensuring that we have up to date contact details for you whilst we hold any of your documents to enable us to get in touch with you if necessary.
- 19.4 Your file will be held for a reasonable period of time after conclusion of the matter in accordance with our Document Retention policy, details of which are available upon request. After such period has elapsed the file may be destroyed in accordance with the procedure which is in place at the time when the file is destroyed. By agreeing to these Terms of Business, you consent to this destruction.
- 19.5 We may use external storage facilities for files and some documents of title.

20. Intellectual Property Rights

- 20.1 As between you and us we are the owner or licensee of the copyright and intellectual property rights in any documents, clauses or other materials that we produce for you.
- 20.2 All materials may be used by you only for the purposes for which we were instructed to prepare the materials unless we agree otherwise in writing.

21. Equality and diversity

- 21.1 We are committed to supporting the principles of diversity and equality of opportunity, and oppose all forms of unlawful or unfair discrimination. A copy of our policy is available upon request.
- 21.2 We may be able to adjust to your communication needs. If it would assist you for our services to be delivered in a different way, please let us know and we will investigate how can we assist.

22. General

- 22.1 These Terms of Business and our engagement letter form the whole of our agreement with you in relation to the matter concerned and replace any previous agreement or arrangement in relation to that matter. You warrant that you have not relied on any representation made by or on behalf of us except for any representation which is expressly set out in our engagement letter.
- 22.2 Your continuing instructions in this matter will amount to your acceptance of these Terms of Business.

- 22.3 The terms of our agreement with you cannot be changed except by a written agreement signed by a partner of the Firm and by you.
- 22.4 We may assign all or any of our rights under our agreement with you and if we do so we shall notify you in writing. Our arrangements for providing the services may include the use of sub-contractors. You may not assign or otherwise deal with your rights under this agreement.
- 22.5 All notices given under our agreement with you shall be in writing and sent (in the case of notices to you) to your last known address and (in the case of notices to us) to our registered office or (in either case) to such other address as the receiving party shall have notified to the other party for this purpose. Notices may be served by personal delivery, first class registered or recorded delivery post or by email. Any notice given by post shall be deemed to be received by the party to whom it is given 48 hours after posting (excluding Saturdays, Sundays and UK bank and public holidays). Notices given by email shall be deemed to have been given 1 hour after transmission (excluding hours between 5.30pm and 9am and Saturdays, Sundays and UK bank and public holidays).
- 22.6 If a court invalidates some of this contract, the rest of it will still apply. If a court or other authority decides that some of these Terms of Business are unlawful, the rest will continue to apply.

23. Conflicts

- 23.1 We are not allowed by rules of professional conduct to act where there is any actual or significant risk of conflict between your interests and those of another client or between your interests and the interests of the Firm and/or Group. As provided in paragraph 18.2, should either of these situations arise we may decline to act for you (including in situations where we become aware of a conflict during the progress of a matter) in relation to the matter concerned.

24. Complaints

- 24.1 We hope that you are satisfied with the service we provide. If at any point you have a concern with any aspect of our service, or about the bill, please inform us immediately so we can do our best to resolve the issue. In the first instance please speak to the partner responsible for supervising your matter. If this does not resolve the matter to your satisfaction, or you would prefer not to speak to the partner supervising your matter, then please contact our complaints team by email at complaints@shma.co.uk or by telephone on 0330 024 0333. A copy of our complaints procedure is available upon request.
- 24.2 If you are not satisfied with our handling of your complaint then you can ask the Legal Ombudsman to consider your complaint. They can be contacted at PO Box 6167, Slough SL1 0EH or on 0300 555 0333, or at enquiries@legalombudsman.org.uk.
- 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.
- 24.3 If you suspect professional misconduct, you can report this to the SRA. Examples of professional misconduct include dishonesty, taking or losing your money or treating you unfairly because of your age, a disability or other protected characteristic.

25. Governing Law and Jurisdiction

- 25.1 This agreement is governed by the law of England and Wales and is solely between you and us. This agreement is subject to the exclusive jurisdiction of the English Courts. However, we may bring legal proceedings in any other jurisdiction, including the jurisdiction where you are domiciled or based, to recover fees or other sums payable to us.
- 25.2 Where there is more than one of you, your obligations will be joint and several.