

TERMS OF BUSINESS - COMMERCIAL, NON-CONTENTIOUS, NON-PROPERTY

1. Terms of business

- a. These Terms are the terms of business of Humphreys Law Ltd (in these Terms "we", "us" and "our") and they are deemed to be incorporated by specific reference into the engagement letter from us (the "**Engagement Letter**") with which (whether or not in electronic form) these Terms are enclosed or to which they are attached.
- b. These Terms and Conditions set out the general and specific terms on which we act for the client or clients identified in the Engagement Letter (referred to in these Terms as "**you**" and "**your**").
- c. In the event of any inconsistency between these Terms and the Engagement Letter, the provisions of the Engagement Letter shall prevail.
- d. The matter, transaction, legal advice or legal proceedings (as applicable) that is the subject of the Engagement Letter is referred to in these Terms as "the **Matter**".

2. Incorporation of terms

- a. These Terms apply to and are deemed to be incorporated in the Engagement Letter and any variation of or successor agreement to the Engagement Letter (whether oral or written).
- b. We may revise these Terms from time to time but in this event we will notify you of any changes in writing and such changes will be deemed to automatically take effect upon receipt by you of notice of the same.
- c. Unless we have expressly prescribed otherwise in the Engagement Letter, these Terms take effect from the date we were first instructed by you on the subject matter of the Matter.

3. Humphreys Law Ltd

Humphreys Law Ltd
2 Eastbourne Terrace
London
W2 6LG

T: +44 (0)203 468 8030
www.humphreys.law

- a. Humphreys Law Ltd is a private limited company incorporated in England and Wales with company number 10772058.
- b. Your contract is a contract with Humphreys Law Ltd and with no other person. A reference in the Engagement Letter, these Terms and Conditions or otherwise in the course of your dealings with us to a person being a "**Partner**" is a reference to that person by that title in his or her capacity as a director or employee of Humphreys Law Ltd.
- c. We are authorised and regulated by the Solicitors Regulation Authority which is the independent regulatory body of the Law Society of England and Wales. Our SRA authorisation number is 639271. We deliver our legal services in accordance with the SRA Standards and Regulations; see www.sra.org.uk for details.
- d. These Terms supersede any earlier terms of business that we may have provided to you in relation to the Matter.

4. Our relationship with you

- a. Our duties in relation to the Matter are owed only to you and our services and advice are provided only for your benefit. No other person is intended by us to use or rely upon our advice or derive any rights or benefits from that advice, the Engagement Letter or these Terms and Conditions.
- b. If the Engagement Letter engages more than one person as our client, the obligations of those clients to us under the Engagement Letter are entered into by them on a joint and several basis.

5. Communications

- a. Unless instructed otherwise by you, we will communicate with you and with others in relation to the Matter by email (or other means of communication agreed between us).

- b. You should be aware that communication via email carries inherent risks including without limitation interception by third parties and late or non-delivery or alteration of messages. We do not normally encrypt or password-protect emails or their attachments.
- c. By your instructing us on the terms of these Terms you **THEREBY WAIVE** any entitlement that you may have to hold us responsible for any loss or damage suffered by any person arising from the unauthorised interception, redirection, copying or reading of emails sent by us to you or you to us including any attachments hereto. Although we use virus-scanning software we are not responsible for any computer virus or damage to your computer systems arising from our electronic communication with you.

6. ***Our responsibilities***

We are professionally obliged:

- i. always to act in your best interests, subject to our overriding duties as solicitors of the Senior Courts to the Courts and to the Solicitors Regulation Authority and/or the Law Society;
- ii. to explain to you to an appropriate degree of detail the principal likely risks and benefits of taking a particular course of legal action;
- iii. to give you our best advice throughout the matter;
- iv. to give you sensible projections, at reasonable intervals (but where we are working on a time and materials basis by reference to hourly rate bands previously notified to you, not before every step that is to be taken), as to the broad likely costs of any proposed course of action; and
- v. to report to you periodically (but not instantly or constantly) on the current status of the matter.

7. ***Your responsibilities***

We expect you, and it is a condition of our engagement pursuant to the Engagement Letter, that you will:

- i. give us clear instructions that allow us to do our work properly;
- ii. not ask us to work in an improper or unreasonable way;
- iii. not mislead us or allow us to proceed by misconception;
- iv. co-operate with us including without limitation by keeping to consistent channels of communication;
- v. understand that our engaging in telephone or email discussions with you, and in consequence needing to make file notes or send confirmatory correspondence afterwards, takes us time and so try to keep telephone calls limited and focused on necessary business.

8. ***Time charges***

- a. Our time charges are calculated by reference to:
 - i. the time spent on the matter by partners, senior consultants, solicitors at different levels and staff lawyers (which is what we call non- or part-qualified legal staff);
 - ii. the complexity, urgency, importance and value of the Matter to you;
 - iii. the difficulty or novelty of the questions or issues involved;
 - iv. the experience, skill, specialised knowledge and responsibility of the legal staff members involved;
 - v. the expected time to be spent carrying out the work;

- vi. the number and importance of the documents to be prepared and read;
 - vii. the period of time within which the work is to be completed;
 - viii. the amount or value of money or property involved and the outcome that you are seeking; and
 - ix. other factors applying to the facts or law of any particular Matter.
- b. This includes time engaged in preparing for and attending meetings, analysing and organising papers, drafting and checking letters and other documents, making and receiving telephone calls and emails, travelling, waiting and in staff keeping themselves or getting themselves (often again) familiar with the details of and documents in the Matter to an appropriate degree.

9. Units of time

Our staff working on the matter will record their time spent in units of six minutes each.

10. Calculation of time charges

- a. Time spent by our staff is charged at our rates current from time to time, to which an additional percentage uplift is applied in appropriate cases by reference to the factors in paragraph 8.a above.
- b. Our rates are reviewed upwards with effect from 1st January in each year. If there is a change within the banding for a particular staff member involved on your matter, then you will not be separately notified of this, but the new rate will be specified on the next invoice delivered.
- c. The basic rates for the year to next 1 January are as follows (excluding VAT):

Staff member level	Hourly rate
Partner	£525 to £650
Senior Counsel/Consultant	£375 to £800
Senior Associate	£325
Associate	£275
Solicitor	£225
2nd year Staff Lawyer	£185
1st year Staff Lawyer	£175
Paralegal	£135

11. Uplifts

- a. Our rates are subject to an additional uplift which is, in appropriate cases, charged for care, skill and responsibility, depending upon the complexity of the matter, its importance to you, any required urgency, specialist knowledge or expertise, the resources allocated to the matter, the value of the subject matter involved and the other factors specified in para 8(a) of these Terms.
- b. Any such percentage uplift would either be applied to hourly rates charged in invoices delivered before the conclusion of the Matter or it would be charged at the conclusion of the Matter or upon termination of our engagement. In any matter where an additional uplift charge is to be made, we would notify you of the proposed percentage rate and discuss it with you before any invoice is rendered.

12. VAT

You will be charged VAT at the rate current from time to time on our charges for time and

the provision of office supplies and on those outside expenses in respect of which we are obliged to charge VAT.

13. Progressive invoicing

- a. Unless otherwise agreed by us in writing, we may (but are not obliged to) invoice you in respect of all time charges, outside expenses and office supplies charges at periodic intervals, often monthly; invoices may be sent to you at more frequent intervals if substantial costs are being incurred or if for any other reason it is in our view appropriate. For example, as matters near completion (or in a contentious matter trial) the frequency of invoices usually increases; in some circumstances daily invoices may be appropriate.
- b. We reserve the right not to complete any matter if our invoice is outstanding or if you have been asked for funds or other security and these have not been supplied.
- c. Unless otherwise agreed by us in writing, the invoices sent to you will be *'interim statute final bills'* in respect of the periods to which they relate. Each will be the only and final invoice for charges and expenses incurred during the period to which it relates, save in respect of:
 - i. outside expenses or office supplies charges falling within the period or any previously invoiced period which have not been invoiced to you; and
 - ii. any uplift on time charges charged at the end of the matter or upon termination of our engagement; and
 - iii. any VAT on the above.

14. Internal office supplies

- a. You may be invoiced for loggable internal office supplies charges generated by us at rates current from time to time. These charges will be for the supply of postages, photocopying, faxes, some printing, lever

arch files, other large items of stationery and certain other incidentals, , as well as for any other reasonable and necessary expenses incurred by us in the course of providing our services to you.

15. Liability for payment of your own costs

- a. You as our client will have primary responsibility for payment of our time charges, outside expenses and office supplies charges invoiced to you irrespective of whether you were to have entered into any agreement with a third party (such as a legal expenses insurer or an employer) to indemnify you against or pay us direct in respect of costs.
- b. Where we act for more than one client in the same Matter or matter, you will each be responsible for settlement of 100% of our invoices, irrespective of any agreement that you may make between you for your respective contributions towards their settlement.

16. Concerns

We aim to provide you with the highest standards of client care. If at any stage you have any concerns about the way your matter is being handled, the quality of the service provided by us or a concern regarding our charges, it is important that you let the person dealing day to day with your matter know as soon as possible, so that appropriate steps can be taken. If the person dealing day to day with your matter is unable to or does not deal with the problem or you are dissatisfied with the outcome, then you can refer the concern to our Managing Partner, Henry Humphreys, or our Chairman, Robert Humphreys, who will investigate your concern under our Concerns Policy, a copy of which is available on request.

17. Legal Ombudsman

- c. We will do our best to ensure that we can resolve any concerns that you raise with us satisfactorily but if you are not satisfied with

our handling of your concern you may be entitled to ask the Legal Ombudsman to consider it. The Legal Ombudsman is an independent complaints-handling organisation that deals with complaints about lawyers in England and Wales and it will investigate complaints received from individuals and certain other small organisations. Contact details are here:

*Legal Ombudsman
PO Box 6167
Slough SL1 0EH*

Email: enquiries@legalombudsman.org.uk

Website: www.legalombudsman.org.uk

- d. Before accepting a complaint for investigation, the Legal Ombudsman will ordinarily expect you to have tried to resolve your complaint with us first. If you have, then the Legal Ombudsman will ordinarily expect the complaint to be made to them:

- i. within six months of receiving our final response to your complaint,

and

- ii. no more than one year from the date of the act or omission being complained about,

or

- iii. no more than one year from the date when you should reasonably have known that there was cause for complaint.

- e. The Legal Ombudsman has, however, discretion to accept a complaint made outside these time limits where it considers it fair and reasonable in all the circumstances.

18. Payment terms

- a. Our invoices are due for payment no later than seven days from the date of receipt of the invoice. Our VAT number is 273 3569 82.

- b. Invoices that are overdue for more than 28 days may be subject (at our discretion) to recovery proceedings. We may charge interest on the outstanding amount of the invoice if the invoice is not settled in accordance with our payment terms. The interest rate is 8% per annum as currently provided for in section 17 of the Judgments Act 1838 and will be applied before and after judgment.

- c. The invoices that we deliver to you (both interim and final) will be 'statute' invoices for the purpose of the Solicitors Act 1974 unless we inform you otherwise. A statute invoice is a final account of charges and expenses due in respect of a given time period. The relevant time period is specified on the face of the invoice.

- d. We reserve the right to invoice you for our reasonable charges incurred as a result of your not complying with our payment terms. These include our charges for preparing and sending you reminder letters and the expense we may incur in tracing you and in recovering monies owed to us or otherwise complying with the Engagement Letter.

19. Monies on (client) account

- a. During the course of our work for you, we may hold money on your behalf in our clients' bank account. We operate a single clients' account for all clients' monies.

- b. We may require you to pay us a sum in advance on account of our charges and outside expenses. These funds will be held on our clients' account. We will discuss with you at the outset of the Matter the appropriate amount of funds on account needed from you and may review the amount held and may ask you provide further sums on account of future charges and outside expenses.

- c. We may at our discretion apply funds held on clients' account to any invoice which is

unpaid whether in relation to the Matter or any other instruction from you.

- d. If our clients' account bankers become insolvent or collapse and money held there on your behalf is lost, then we accept no liability for any resulting loss that you incur. In that event you may be entitled to make a claim under the Financial Services Compensation Scheme ("FSCS"). The FSCS covers deposits belonging to clients who are individuals or small businesses up to £85,000 per bank account (and £170,000 for joint accounts). If you are not considered a small business under this scheme you will not be eligible for compensation. For more information please visit www.fscs.org.uk.

20. Personal guarantees

- a. In matters where we act for, and render invoices to, a limited liability company or another type of incorporated entity, we reserve the right to receive before starting work one or more duly executed personal guarantees or other security of the company or entity's obligations towards us.
- b. Further guarantees and/or other security may be requested at any time after our commencement of work where we consider that there is a credit risk as regards non-payment of our charges and expenses, and, if not supplied promptly, we will be entitled to suspend acting or cease to act for you on the basis provided for above.

21. Interest payments and client monies

- a. Our holding of clients' monies is required to be incidental to the carrying out of clients' instructions. In accordance with the Solicitors' Regulation Authority Accounts Rules, we are required to hold clients' monies in an instantly accessible bank account and pay interest where this is deemed fair and reasonable to do so. As a result, the rates of interest paid are unlikely to be nearly as high

as those obtainable by clients themselves or in on-notice accounts or term deposits.

- b. Interest will be paid by us where the amount calculated on the balance held exceeds £20.00 but not when below that *de minimis* figure. Where monies are held in relation to separate matters for the same client we will treat each matter separately, unless the matters are so closely related that we consider that these should be considered together.
- c. Where clients' monies are held in our clients' account, we will pay interest without deducting tax at source. You as our client will be responsible for declaring any interest to HM Revenue & Customs. If, exceptionally, clients' monies are held in a designated deposit account set up specially by us to hold particular client monies, interest is usually paid net of basic rate income tax.

22. Calculation of interest

- a. Interest will be calculated using the average rates of interest offered (for the particular sum held by us) to business customers on instant access deposit accounts across all banking institutions where Humphreys Law Limited holds its general clients' account funds.
- b. Interest will be calculated on cleared client funds from and until the dates of clearance in and out.
- c. We will normally account to clients for interest either at the conclusion of the matter or at the point where monies held are remitted to clients. Where we consider it appropriate, we will calculate and credit interest on a daily basis.
- d. You may contract out of receiving interest by agreeing such with us in writing, but we must ensure that our clients have been provided with sufficient information to enable them to contract out of these interest provisions and therefore it may be necessary to provide

certain clients with additional information before an agreement can be reached.

- e. This interest policy, including without limitation the *de minimis* limit of £20, will be reviewed periodically in line with Solicitors Regulation Authority regulations from time to time.
- f. Complaints regarding this interest policy and the amount of interest paid should be directed in accordance with the paragraph headed 'Concerns' above.

23. Communication of account details

- a. Our policy as regards communication of account details is as follows in this paragraph 23.
- b. We will only send out our clients' account details by way of PDF attachment.

C. IF YOU RECEIVE AN EMAIL THAT LOOKS AS THOUGH IT COMES FROM US, TELLING YOU THAT WE ARE CHANGING OUR ACCOUNT DETAILS THEN DO NOT MAKE ANY PAYMENT TO THAT ACCOUNT WITHOUT FIRST HAVING TELEPHONED THE LAWYER RESPONSIBLE FOR THE MATTER FOR CONFIRMATION OF THE EMAIL'S VALIDITY.

- d. We will never send you a text or website link changing our bank details or asking you to make a payment.
- e. If you receive a purported account-changing email, you should email enquiries@humphreys.law immediately (and do not make contact using any of the details that you have received in that communication).
- f. If you have communicated your account details, or changes to your account details to us by email, we will ask you to call us to confirm that these are your instructions and that we have the correct account details.

24. Confidentiality and conflicts of interest

- a. We are not permitted to act, by professional regulation, if to do so would give rise to a conflict of interest between you and us, or a conflict of interest with any of our existing clients, or where there is a significant risk that this might happen. As solicitors, we are Officers of the Senior Courts, and are also bound by the rules and regulations governing our profession. We may therefore have to decline to act for you if your instructions conflict with such duties or obligations.
- b. We have internal procedures in place to help identify any such conflicts and where any are identified we will notify you of them. For matters where you have residual concerns, we may be able to erect information barriers. If you are or become aware of any conflict or potential conflict of interest in your matter, then you should contact us immediately.
- c. To enable us to comply with these duties we will need to undertake a 'conflict of interest' check once you have confirmed that you wish us to act on your behalf. Our acceptance of your instructions will be subject to this check's revealing no material conflicts. If a conflict of interest were to arise, we would need to recommend you to engage an alternative firm of suitably experienced solicitors.
- d. We would be entitled to charge you for work we were to have done up to that point in time. If it were not possible to calculate our charges with reference to any quotation or estimate given, charges would be determined pro rata by reference to time and resources spent or, in the case of quoted work, generally applicable to that type of instruction.
- e. We may be required at the conclusion of the Matter to disclose the Engagement Letter or these Terms and Conditions (or both) in connection with any claim for legal charges which you may have against a third party.

- f. We are required to adhere to our professional conduct rules which prevent our acting adversely to your interests in relation to matters on which you have instructed us. If we are instructed to act adversely to your interests in matters in which you do not instruct us, then we will, where appropriate, discuss and agree this with you before acting.
- g. The nature of our business inevitably means that (if you are in business) we will be representing clients who operate in your industry and may be in competition with you. We will not disclose any confidential information we receive from another client which may be of a commercial or other interest to you. We will of course observe the same confidentiality obligation in relation to any confidential information we receive from you.

25. Documents and information: storage and ownership

- a. Humphreys Law Ltd endeavours to work with a limited-paper approach, so far as is practicable and where there is no conflict with our clients' instructions, and so far as compliant with applicable laws and regulations.
- b. Following the conclusion of the Matter, in the event that we then hold any of your original documents, we will ask you whether you would like us to return any such documents to you or to authorise us to destroy these.
- c. We will retain our file or as applicable our electronic files in relation to that matter for an applicable period after a Matter's conclusion, such period not necessarily to be more than six years.
- d. If you instruct us to transfer your files to you or another firm of solicitors (or elsewhere as you direct) we will review the file to identify which documents belong to Humphreys Law Ltd and which belong to you and any third parties. We will only supply to you or that

other firm those documents which are yours, retaining ours.

- e. We may charge you at our then current hourly rates for dealing with such requests and for any charges or expenses associated with copying and delivering the files. If such charges are appropriate we will advise you accordingly and send you our invoice.

26. Data protection

- a. Whilst the information that you provide us is confidential we observe the requirements of the Data Protection Act 1998. We may therefore process personal data such as names and addresses in order to advise on the Matter. We may also pass your personal data to other professionals in order to obtain advice and to comply with our contractual obligations. Humphreys Law Ltd is the data controller of all personal information that we hold about you.
- b. You should also be aware that in the normal course of business we may use third party suppliers to ensure that we are able to comply with our obligations when providing our services to you. This may include sharing personal data that we hold with these third parties.
- c. Appropriate measures are taken by us to ensure that third party suppliers are aware of their obligations under the Data Protection Act 1998 and comply with the Act when processing your data. The acceptance of these Terms is taken as consent to proceed as outlined without seeking your further approval to do so.
- d. In addition, we may use this information to advise you of any marketing events or provide you with information which we consider may be of interest to you. If you would prefer us not to do this please inform the person handling your matter or email us at enquiries@humphreys.law.

- e. For more information about the use of your personal data, you should contact enquiries@humphreys.law.

27. Anti-money laundering and counter-terrorist financing

- a. We are required to comply with anti-money laundering legislation and regulations, which include the Terrorism Act 2000, the Proceeds of Crime Act 2002 and the Money Laundering, Terrorist Financing and Transfer of Funds (Information on the Payer) Regulations 2017 (the "**Regulations**").
- b. Accordingly, we are required to undertake due diligence on all new clients before the business relationship commences or when an existing client instructs us. This involves verifying the identity of our clients and anyone else on whose behalf the clients are acting and identifying the ultimate ownership and control structure of an organisation where appropriate before we establish a relationship with you, and assess the purpose and nature of our business relationship.
- c. If you have not yet provided the requested evidence then we may not be able to proceed with the Matter until they are received.
- d. You should also note that the Regulations require corporate entities to provide the requested information and evidence on request.
- e. We are also required to know enough about our clients, their activities and the origin of any funds or assets involved, to satisfy ourselves that the matters on which we are instructed are usual and appropriate for those clients.
- f. We are entitled to verify the identity and other information relating to an individuals or organisations against independent electronic sources. Such sources may include electronic identification services which use credit reference information to verify an individual's identity but this is not a credit

check and the individual's credit rating is not affected.

- g. We will process personal data to include but not limited to your name, address, National Insurance number and date of birth. Any personal data received from you will be processed only for the purposes of seeking to prevent money laundering and terrorist financing or permitted disclosure under an enactment other than the Regulations and will not be processed for any other purpose without your further express consent.
- h. The Regulations permit our bankers to demand copies of any identity documents that we hold for you, immediately or at the latest within two working days at their discretion, whenever we hold any monies on our clients' account for you. You should be aware that such information and documentation will be provided without further reference to you if requested to comply with this statutory requirement.
- i. We must inform the relevant authority immediately if we suspect that any person (whether our client or a third party) may be involved in money laundering or terrorist activity, and in that event we would be prohibited from taking any further action without the authority's consent. If this happens, we may not be able to inform you that a report has been made or the reasons for it. We reserve the right to terminate the Engagement Letter (and thereby these Terms and Conditions) should we have a reasonable suspicion of money laundering, terrorist financing or a breach of a sanction.
- j. You agree that you will co-operate with us to enable us to comply with these obligations, and that you will have no claim against us or any of our partners or staff for any loss suffered by you or any other person directly or indirectly as a result of steps taken by any of us which we believe are necessary to comply with our legal obligations.
- k. If you do not cooperate with us in providing all information that we require to comply with

our statutory obligations, we reserve the right to charge you for any additional checks and searches that we in absolute discretion deem necessary to comply with our statutory obligations. We also reserve the right to decline to act for you if we are unable satisfactorily to complete this process.

- i. It is our policy not to accept cash payments of more than £250 or to accept without prior agreement between you and us any payment by way of cheque or transfer of funds from any financial institution. If funds are received into our account without prior agreement between you and us, this may constitute suspicious circumstances under the Proceeds of Crime Act 2002 requiring us to inform the relevant authority, in which case we would be unable to transfer those funds without consent from the relevant authority. If cash is deposited with our bank we reserve the right to charge for any additional checks we deem necessary regarding the source of the funds.
- m. You agree that you will not require us to send any money due to you otherwise than by the transfer of funds to an account opened in your name with a recognised and regulated UK clearing bank or building society.
- n. If you are an overseas client with no UK bank account we may send any money to an account in your sole name with a recognised bank in the country in which you are domiciled or resident, provided that we are not prevented from doing so by any regulation or international sanction. We reserve the absolute right to decline to transfer money to an overseas bank or other account.

28. Tax advice

- a. There may be tax implications and issues arising from the Matter. Unless expressly set out in the Engagement Letter, we will not be providing any advice of a tax or stamp duty nature and shall not be responsible for any adverse tax or stamp duty consequences of

any kind arising directly or indirectly from the Matter.

- b. We recommend that you seek advice from your own specialist tax advisors or ask the team at Humphreys Law Ltd for a recommendation as regards a suitable (third party) tax advisor that you might engage.

29. Engagement of external counsel and suppliers

- a. From time to time it may be necessary for us to engage on your behalf other consultants, for example barristers, local agents, accountants, surveyors and other experts, to work on the matter. Their fees and any applicable VAT, which we would incur on your behalf as your agent, will be (subject to paragraph 29(c) below) in addition to our own fees. Other outside expenses which we may from time to time incur on your behalf include, for example, expenses in connection with travel, court fees, search fees and courier fees.
- b. Payments incurred to outside suppliers and outside expenses will be invoiced to you following their having been incurred by us and irrespective of whether at that time they have actually been paid by us. Interest will not be payable to you by us in respect of any such liabilities incurred but not yet actually paid by us from time to time.
- c. In the event that we source input from a specialist barrister (counsel) within our time charges as part of our supply to you of our scope of work (as opposed to as an additional outside expense charged to you in paragraph 29(a) above), then the cost of that sourced-in input by counsel would be absorbed by us within our time charges. The terms of our engagement of any such sourced-in counsel's input would include the respecting of your confidential information.

30. Limitations of our liability to you

Our liability for any:

- i. negligence;
- ii. breach of contract;
- iii. misrepresentation;
- iv. breach of statutory duty;
- v. equitable remedies (such as without limitation unjust enrichment); or
- vi. any other cause of action,

(and all of the above) pursuant or relating to any act or default of ours in advising on the Matter or otherwise pursuant or further to the Engagement Letter (or these Terms and Conditions), including without limitation legal charges and expenses and damages and interest on damages, is limited to **£3 million**, save where such a limitation is excluded by the laws of England and Wales or where the Engagement Letter expressly sets out a higher amount (but nothing herein shall limit any liability on our part for fraud).

A. Performance management

- a. We place great value on our client relationships and continually strive to provide a high-quality service. To help us monitor performance and continue to meet and exceed client expectations you may be contacted and asked to provide feedback. Where appropriate this may include approving a form of press release. In this event we very much hope that you will be willing to assist with our investment in client relationships and ensure that any associated publicity benefits both Humphreys Law Ltd and you.
- b. The firm may in due course seek to apply for Lexcel accreditation (Lexcel is the Law Society's Practice Management Standard). To maintain this accreditation a small sample of our client files are annually audited by external approved auditors. By agreeing to these Terms, you give your consent to our files relating to your matter being made available to the auditors for this purpose. If

you have any objection to this requirement, please inform us in writing as soon as possible.

- c. You may withdraw your consent to audit at any time by giving us written notice, either generally or in relation to a specific matter, without having to give a reason. Refusal of consent does not in any way affect the conduct of the matter or the quality of the work carried out by us.

B. Trigger dates

- a. We will not be obliged to inform you of any trigger date (being a date by which you were to be required to do or refrain from doing an act to protect an interest or legal right) following completion of the Matter.
- b. The archival of any files or storage of any documents is for your convenience only and does not impose any continuing obligation on us.

C. Terminating our agreement

- a. You may withdraw your instructions as regards the Matter or terminate the Engagement Letter (and thereby these Terms and Conditions) at any time. We ask that this is done in writing. We shall be entitled to charge you for the work we have done for you up until the date of such termination as well as pursuant to paragraph 25(e) above.
- b. Following the conclusion of the Matter or on termination of your instructions, if you owe us money, we are entitled to retain your papers. We may exercise our right to retain such papers until you have settled your account.
- c. In some circumstances we may decide to cease acting for you. Examples of such circumstances might include:
 - i. your failure to pay an invoice or comply with a request for a payment on account;

- ii. it becomes unlawful to perform the terms of the Engagement Letter, for instance without limitation if you become subject to sanction;
 - iii. if we consider that there has been a breakdown in trust and confidence between us; or
 - iv. you fail to comply with the terms of the Engagement Letter and these Terms and Conditions in any way.
- d. We will normally give you at least seven days' prior written notice if we decide for whatever reason that we are no longer willing to act for you.
- e. You will remain liable for all our charges and any outside expenses that we have incurred up to the date on which we cease acting for you (as well as pursuant to paragraph g.e above). We reserve the right to pursue payment of our charges if we cease acting for you.

D. Interpretation

- a. The Engagement Letter and these Terms and Conditions constitute the entire agreement and understanding between you and us as regards our instructions on the Matter and supersede all prior agreements, understandings or arrangements (oral or written) in respect thereof.
- b. Nothing in the Engagement Letter and these Terms and Conditions is intended to or shall be construed as establishing or implying any partnership of any kind between you and us or any other person.
- c. Nothing in the Engagement Letter and these Terms and Conditions is intended to confer any benefit on any person who is not a party to those documents and the provisions of the Contracts (Rights of Third Parties) Act 1999 are hereby excluded.
- d. If any terms or provisions of or in the Engagement Letter or these Terms and

Conditions (or any parts hereof) are or become invalid, illegal or unenforceable, the remainder shall survive unaffected to the fullest extent permitted by law.

- e. The express or implied waiver by us of any of our rights or remedies arising under the Engagement Letter or these Terms and Conditions or by law shall not constitute a continuing waiver of the right or remedy waived or a waiver of any other right or remedy.

E. Governing law and jurisdiction

- a. The Engagement Letter and these Terms and Conditions shall be interpreted in accordance with the law of England and Wales.
- b. The courts of England shall have exclusive jurisdiction in any dispute arising out of our acting on your behalf even if you or your business (or any part of it) is resident, domiciled, or otherwise situated outside England and Wales, or the matter concerns persons, organisations or property situated outside England and Wales, or where we take any steps on your behalf, or incur any liability or expense, outside the jurisdiction of the courts of England.

F. Acceptance

By instructing us to commence or continue work on the Matter, you will be taken to have accepted these Terms and Conditions and the terms of the Engagement Letter, whether or not you have signed the Engagement Letter.

Version: 22 January 2024