



ELDWICK LAW – TERMS OF BUSINESS

The following terms of engagement apply to all work carried out by Eldwick Law except as otherwise agreed. The expression “we”, “us”, and “our” refer to Eldwick Law and “you” and “your” refer to our client. These terms and conditions will apply to any services which we provide to you and will usually be supplemented by a letter dealing amongst other things with the specific services to be provided and the fees payable.

These terms and conditions may be revised from time to time and a copy will be sent to you to replace these, and the revised terms and conditions will apply from the date you receive them. You are of course free to terminate the arrangement between us if you do not accept the revised terms.

1. Our Services

- 1.1 The scope of the services we have agreed to provide for you in any matter will be agreed between us and confirmed in our Client Care Letter.
- 1.2 An update will be sent to you by telephone or in writing on your matter in particular, following key events or stages in your matter:
 - 1.2.1 We will update you on the cost of your matter at six monthly intervals at least and/or at agreed events.
 - 1.2.2 Whenever there is a material change in circumstances, we will update you on whether the likely outcomes still justify the likely costs and risks associated with your matter.
 - 1.2.3 All work is undertaken on a privately funded basis. We do not undertake Legal Aid funded work.
- 1.3 Where we are jointly instructed by you and another client to act in a matter, we will assume that your liability to us will be joint and several and you both have authorisation to instruct us. Where the matter may progress, we may need to act on instructions of other people where we consider it reasonable to advance the matter within the timescales set.
- 1.4 To assist us in carrying out the work as efficiently as possible, you agree that you will ensure that all information provided is to the best of your knowledge, complete, accurate and up to date. You will notify us of any changes to that information at any time and notify us of any new circumstances that might be relevant to the work we are undertaking.

2. Responsibility for Work

- 2.1 The persons who will carry out most of the work in this matter or the partner with overall responsibility will be confirmed in our Client Care Letter. You will be



notified in writing of any other member of our team and their status as it may be necessary for them to work on your matter.

3. Complaints

- 3.1 We are committed to high quality legal advice and client care and aim to offer all our clients an efficient and effective service. If you would like to discuss any concerns you may have such as how the service could be improved, the level of your bill, or should there be any aspect of our service with which you are not satisfied, please contact Mr Waleed Tahirkheli by email: wt@eldwicklaw.com or by post: 18 Hatton Place, London EC1N 8RU. We have a procedure in place which details how we handle complaints and this will immediately be sent to you.
- 3.2 We have eight weeks to resolve your complaint. If we are unable to resolve the problem internally within that timeframe, then you may ask the Legal Ombudsman to consider the complaint. Any complaint made to the Legal Ombudsman should be made within six years of the act or omission about which you are complaining or within three years from when you should have known about or become aware that there were grounds for complaint. The Legal Ombudsman may be contacted at: PO Box 6167, Slough, SL1 0EH; on 0300 555 0333 or you can visit the website at www.legalombudsman.org.uk.
- 3.3 A copy of our complaints procedure can be sent to you upon your request.

4. Regulation

- 4.1 We are authorised and regulated by the Solicitors Regulation Authority (SRA). Our SRA number is 8006919.
- 4.2 We operate in accordance with a code of conduct and other regulations contained with the SRA's Handbook. For further information or to see a copy of the Handbook, please visit www.sra.org.uk.
- 4.3 We practice through Eldwick Law Ltd.

5. Contacting Us

- 5.1 Our office is located at 18 Hatton Place, London, EC1N 8RU. The normal hours of opening are between 09.00 and 17.00 on weekdays. Appointments can be arranged outside those hours when essential to the interests of a client.

6. Professional Indemnity

- 6.1 In the interests of our clients, we maintain compulsory professional indemnity insurance to a total level of £3,000,000.
- 6.2 Our insurers are Sompo International. The territorial coverage of our insurance is £3,000,000.
- 6.3 A full hard copy of our insurance certificate is available to view at our offices. Please ask for details.



7. Our Charges

Professional Fees

- 7.1 Unless we have agreed to act on a fixed fee, our usual approach to charging is to assess the cost of the work done by reference to the time engaged on your work and our standard hourly rates in place at the time that the work is done.
- 7.2 Please note that we record our time spent on preparing the letter of engagement, the preparation of narratives for our bills, providing a breakdown of our bills or our time, complying with the Money Laundering Rules, and other similar matters relating to a particular item of work.
- 7.3 Our fees are exclusive of VAT and disbursements. Disbursements may include payments made on your behalf to third parties such as court fees, counsel's fees and bank charges. Other miscellaneous charges also include photocopying, scanning, printing and faxing etc.
- 7.4 All routine letters, e-mails, faxes, telephone calls and messages and/or text messages which are made or received are charged at one tenth of the applicable hourly rate per item plus VAT if they take less than six minutes to deal with. If a letter, e-mail, fax, text message or telephone call, telephone message takes more than six minutes to deal with, it will be charged at the appropriate timed proportion of the standard hourly rate in units of six minutes.
- 7.5 In certain circumstances a higher rate may be agreed with you and applied when factors such as the nature of the transaction and its complexity will be taken into account.
- 7.6 The solicitor responsible for your work will give you the relevant hourly rates for the main fee-earners doing your work. By way of indication, the range of our current standard hourly rates are:
 - i) Partner/Solicitors over 8 years PQE – £550 plus VAT per hour;
 - ii) Solicitors over 4 years PQE – £400 plus VAT per hour;
 - iii) Solicitors under 4 years PQE – £250–£300 plus VAT per hour;
 - iv) Paralegals/Trainee Solicitors – £200 plus VAT per hour.
- 7.7 These rates will apply to the work we do for you unless you are notified of different rates.

Matter not concluded

- 7.8 Unless otherwise agreed in writing, our fees are payable whether or not a matter is successfully concluded. If any matter does not proceed to completion for any reason during the period in which we are instructed, then we will be entitled to charge for work done on an hourly basis plus expenses as set out above but, at its absolute discretion, we may waive part or all of such entitlement to fees.

Limits



- 7.9 Whilst it is often not possible to estimate charges in advance, it is open to you to notify us of any limit which you wish to impose on our charges after which further reference will be made to you. We will advise you when it appears that any costs estimate or limits are close to being exceeded. Notwithstanding any estimates or costs limits however, the final bill will be a product of the amount of time our fee earners spend on the matter and our agreed fee rates; any estimates provided are neither intended to be a cap nor a target billing figure. Therefore, if significant further work is required in addition to that currently envisaged or if the timetable is extended significantly, our fees will be greater than our indicative estimates. Should it become apparent at any time during the course of the matter that significant further work will be required, we shall of course let you know.

8. Billing Arrangements

Timing of bills

- 8.1 We will deliver bills as work on the matter progresses in accordance with a schedule that we will agree with you. This may be monthly, quarterly or such frequency as is appropriate in the circumstances. These bills may also include disbursements and expenses incurred on your behalf. Bills may be delivered by the principal, fee earner or sent centrally from our accounts department.

Payments on account

- 8.2 It is normal practice to ask clients to pay interim bills and sums of money from time to time on account of the charges and expenses which are expected. Payments of interim bills will help us to spread our charges fairly between clients for whom we are working for over periods of time. If such requests are not met with prompt payments, then it may result in a delay; accordingly, if a request for payment or interim is not met, we reserve the right to stop acting for you further. Total fees may be greater than any advance payments.

Settlement of bills

- 8.3 Accounts are to be paid by you when due, whether or not the amounts concerned may ultimately have to be paid by another party. Bills are to be settled in full within one month of receipt.
- 8.4 We reserve the right to charge interest on bills which are unpaid after one month. The rate of interest will be that prevailing in the Courts on unpaid judgments (currently 8%). If interest is charged, a daily rate of interest will be calculated. The interest element of any payments received will be deducted before reducing any principal due.
- 8.5 If any payment on account is not made or a bill is not settled in accordance with these terms, we reserve the right to decline to act further for you.

Concerns over your bill



- 8.6 If you are not satisfied with the amount of our fees please contact us. Objections about the amount of our fee will be handled by way of our complaints procedure.
- 8.7 If you remain unhappy about the level of our fees you may be able to make a complaint to the Legal Ombudsman (as more particularly set out above) or may be entitled to have the bill assessed by the Court in accordance with Part III of the Solicitors Act 1974. Your rights are set out more fully in Sections 70, 71 and 72 of the Solicitors Act 1974.

Lien over papers and documents

- 8.8 Following the conclusion of your matter, we are entitled to retain your file of papers and documents while there is money owing to us for fees.

Client account

- 8.9 We operate a client account facility which allows for money to be held or transferred in relation to a matter we are working on. However, the facility is operated at our discretion and any unauthorised receipts will be held pending further investigation or returned to the sender. Therefore, we ask that you give us advance warning of any receipts.
- 8.10 It is our policy to only accept cash up to £500. If you circumvent this policy by depositing cash direct with our bank we reserve the right to charge for any additional checks we deem necessary regarding the source of the funds. Where we have to pay money to you, it will be paid by cheque or bank transfer. It will not be paid in cash or to a third party.

Client Interest

- 8.11 If we hold money on your behalf, in accordance with the SRA Accounts Rules 2019, it is our policy that we will pay you a sum of money in lieu of interest on a fair and reasonable basis.
- 8.12 Client monies will normally be held by us in a general client account with our primary banker, HSBC.
- 8.13 A sum in lieu of interest will be payable on amounts held in our general client account on the following basis:
- i) Interest will be paid at the conclusion of your matter;
 - ii) The period for which interest will be paid normally runs from the date the funds are received by us cleared in our account until, where paid electronically, the date when the funds are sent or, where paid by cheque, the date(s) on the cheque(s) issued to you;
 - iii) The rate of interest paid to clients will be in line with HSBC's published interest rates on Client Deposit Accounts over the period when interest is due;
 - iv) All interest that is paid to you will be paid as a gross amount;
 - v) We will not account to you for any interest in the following situations:



- (a) On money held for the payment of a professional disbursement if the person to whom the money is owed has requested a delay in settlement;
 - (b) On money on an advance to us to fund a payment on your behalf in excess of funds already held for you;
 - (c) Where the total amount of interest calculated over the course of the matter is £20 or less;
 - (d) Otherwise, where there is an agreement to contract out of the provisions of this policy.
- 8.14 If it is apparent that money held on your behalf will need to be retained for some time then such money may need to be placed in a designated deposit account in which case all of the interest accruing while the funds are so invested will be paid to you when the account is closed or on intermittent basis as agreed with you.
- 8.15 It is extremely unlikely that we could be held liable to you if any money held in our client account is lost due to any failure in the banking system including bank collapse. However, you may be entitled to make a claim against the Financial Services Compensation Scheme (FSCS) in the event of failure of the bank. The amount of compensation which the FSCS can pay out is limited to £85,000 (subject to some restrictions). We may be able to make a claim to FSCS on your behalf. If we do so, we will, subject to our obtaining your consent, give certain client information to FSCS to help them identify you and any amounts to which you are entitled.

9. Other Parties' Charges and Expenses

- 9.1 It is important that you understand that you will be responsible for paying our bill/s. We have discussed with you whether your charges and expenses might be paid by another person. Even if you are successful, the other party may not be ordered to pay any or all your charges and expenses or these may not be recovered from them in full; if this happens, you will have to pay the balance of our charges and expenses. If the other party is legally aided, you may not get back any of your charges and expenses, even if you win the case.
- 9.2 The Court decides who should pay the costs of any case by taking into account a number of factors including which party has won, how each party has conducted the proceedings i.e. complying with time limits, keeping to relevant issues, complying with Civil Procedure Rules, the merits of each party's case etc. The general rule is that the party that wins the litigation should receive their or its costs, however, it is important that you understand that the above factors and others which we will discuss are relevant when the Court decides who should pay the costs of any case or any particular part of a case.
- 9.3 If you are unsuccessful, and the Court orders the other party to pay some or all of your charges and expenses, interest can be claimed on them from the other party from the date of the Court order. We will account to you for such interest to the extent that you have paid our charges or expenses of seeking to recover any charges and expenses that the Court orders the other party to pay.



- 9.4 In some circumstances, the Court may order you to pay the other party's legal charges and expenses; for example, if you lose the case, the money would be payable in addition to our charges and expenses.

10. Cybercrime and Email Fraud

- 10.1 It is unfortunate that Cybercrime and email fraud targeted at law firms and their clients is on the increase. Fraudsters are using very sophisticated methods to manipulate IT and intercept communications.

Confirmation of our bank details

- 10.2 Our bank account details will be confirmed to you at the outset of the matter. We will not be changing our bank account details during the course of dealing with your matter so the account details we have confirmed in the body of these terms and conditions will stay the same throughout the lifetime of your matter.
- 10.3 It is very important that you are aware that we will not notify you of changes to our bank account details by email. We will only notify you of changes to important business information, including bank account details, in official correspondence which will be sent by postal mail.
- 10.4 If you ever receive any other communication purporting to come from us and which purports to change our bank account details or to request that you send funds to another account, please do not rely on this and immediately contact the person at this firm handling your matter by telephone. Even if the request appears to have come from us, you must never send funds to another account unless you have verified this with us. We cannot take any responsibility for any losses where funds are transferred to other accounts that have not been verified by us.

Sending funds to our bank account(s)

- 10.5 Prior to transferring any funds to our account, we recommend you contact us to verify our account details. Wherever possible, you should contact the person at this firm handling your matter by telephone.

Our firm sending funds to you

- 10.6 We may not agree to send any funds to you unless it is to a pre-agreed bank account which we have verified. You must take care to protect your own data and bank account details. Confirming your bank details by email should be avoided.
- 10.7 For all new matters, the person with conduct of your matter will contact you by telephone to verify your bank account details, prior to our sending funds to you. We are sorry if this causes any delay to the processing of payments but we do consider that these steps are necessary to help protect you and your money from fraud.
- 10.8 If you are a long-standing client of the firm and/or a client to whom we have previously transferred funds and your bank account details have not changed we will rely on our previous transactions rather than contact you via telephone for



verification unless circumstances exist which increase the level of risk or we otherwise consider it appropriate to do so.

11. Limitation of Liability

Reliance by third parties

- 11.1 Advice rendered by us is provided for the purpose of the instructions to which it relates and for your benefit. It may not be used or relied on for any other purpose or by any person other than you without our prior agreement.

Liability in respect of other parties

- 11.2 We will use all reasonable endeavours to ensure that all information provided by us is accurate but we cannot account for the accuracy of information provided by or obtained from third parties. We shall not be liable for any decision made or action taken by you or others based upon reliance on or use of information or advice provided by or obtained from third parties.
- 11.3 Where we are asked to recommend the services of another advisor or service provider, we will do so in good faith, but without liability and without warranting the ability or standing of that person or firm. We will not be responsible for the quality of the services provided by that person or firm.

Limitation of our liability

- 11.4 Our liability to you for a breach of your instructions shall be limited to £3,000,000 unless we expressly state a higher amount in the letter accompanying these terms and conditions. We will not be liable for any consequential, special, indirect or exemplary damages, costs or losses or any damages, costs or losses attributable to lost profits or opportunities.
- 11.5 If we act for you in relation to two or more matters, you agree that our total liability (including, without prejudice to the above, the liability of any of our members, consultants or employees) to you in connection with any claims in respect of (a) one act or omission (b) one series of related acts or omissions (c) the same act or omission in a series of related matters and (d) similar acts or omissions in a series of related matters, shall be limited to the sum specified in the letter of engagement or, if no sum is specified, the sum of £3 million.
- 11.6 In no event shall we be liable for any loss arising in any way from, or in connection with:
- i) The provision of inaccurate or incomplete information to us by you or on your behalf, your failure to provide or procure the provision of information to us either punctually or at all, or any dishonesty or deliberate or reckless misstatements, concealment or other conduct on the part of you or any other person; or
 - ii) The failure to carry out our work or other obligation due to circumstances beyond our reasonable control including for example as a result of malicious attacks, hacking, denial of service attacks or anything arising from the introduction of



malware including viruses on the our systems (provided that we shall use reasonable efforts to maintain current versions of software patches).

- 11.7 We can only limit our liability to the extent the law allows. In particular, we cannot limit our liability for death or personal injury caused by our negligence.
- 11.8 Please ask if you would like us to explain any of the terms above.

12. Confidentiality

- 12.1 We owe you a duty of confidentiality in respect of information relating to you which we obtain during the course of our retainer. All such information will be regarded as, and kept confidential at all times unless you instruct us to disclose information or except in the circumstances set out below.
- 12.2 Our duty of confidentiality to you is subject to any disclosures we are required to make in good faith to the police, governmental, regulatory or supervisory authorities in relation to any statutory or regulatory obligations. In particular, we are required, without your knowledge or consent, to report any awareness or suspicion of money laundering in relation to the proceeds of any crime. We can also be ordered by the Government Agencies to disclose information and answer questions about your private affairs, again without your knowledge and consent.
- 12.3 Sometimes we ask other companies or people to do typing/photocopying/other work on our files to ensure this is done promptly. We will always seek a confidentiality agreement with these outsourced providers. If you do not want your file to be outsourced, please tell us as soon as possible.
- 12.4 Occasionally, our files may need to be examined by external auditors (for quality purposes) and/or our external advisers (who assist the firm in maintaining quality and risk). In particular, our files may need to be assessed for quality purposes by the SRA, and your file may be one of a sample which is to be assessed. These external firms or organisations are required to maintain confidentiality in relation to your files and any examination will be strictly controlled. Your acceptance of these terms and conditions is deemed to include consent to such disclosure. Please let us know if you have any concerns about this or do not want your files to be examined.
- 12.5 Our duty of confidentiality does not apply to a disclosure we make to our insurers pursuant to the terms of our professional indemnity insurance policy. In the event of a claim, complaint or the notification of a circumstance which may give rise to a loss or claim, we are obliged to make a notification to our insurers and this may necessarily result in your file being disclosed to our brokers or insurers. By entering into this retainer agreement with us you are expressly consenting to such disclosure.

13. Conflict

- 13.1 An actual or potential conflict between your interests and the interests of another client of the firm may arise during the course of a matter. If this situation arises



during our dealings with you, we will discuss the position with you and determine the appropriate course of action.

14. Equality & Diversity

- 14.1 As a firm we wish to support and promote equality and diversity. If it would assist you for our services to be delivered in a different way, please do not hesitate to let us know and we will investigate how we can assist. A copy of our Equality and Diversity policy, which includes information on reasonable adjustments, is available upon request.

15. Data Protection

- 15.1 We are registered under the Data Protection Act 2018 (the “Act”) and will deal with data held in accordance with our obligations under the Act.
- 15.2 We use the information you provide primarily for the provision of legal services to you and for related purposes including:
- i) updating and enhancing client records;
 - ii) analysis to help us manage our practice;
 - iii) statutory returns;
 - iv) legal and regulatory compliance.
- 15.3 Our use of that information is subject to your instructions, the Act and our duty of confidentiality. Please note that our work for you may require us to give information to third parties such as expert witnesses and other professional advisers. You have a right of access under data protection legislation to the personal data that we hold about you.
- 15.4 We may from time to time send you information which we think might be of interest to you. If you do not wish to receive that information, please notify us in writing.

16. Money Laundering

Notification

- 16.1 Solicitors who deal with money and property on behalf of their client can be used by criminals wanting to launder money.
- 16.2 Under the provisions of our statutory obligations (in particular with regard to our obligations under the Money Laundering, Terrorist Financing and Transfer of Funds (Information on Payer) Regulations 2017 and other relevant legislation including the Proceeds of Crime Act 2002 and the Terrorism Act 2000), we are under a strict duty to report any circumstances where we know or suspect that a client or matter is involved in money laundering or terrorist financing, to the National Crime Agency. Under these circumstances, we may be precluded from informing you of the disclosure or seeking your consent. If we make a disclosure, we may also have to stop working on your matter for a period of time and may not be able to tell you why.



Identification

- 16.3 In view of the above, the law requires solicitors to get satisfactory evidence of the identity of their clients and sometimes people related to them. We may also be required to carry out background checks on our clients and to make detailed enquiries as to the source of funds being used in relation to transactions on which we are instructed to advise.
- 16.4 Depending on the type of transaction and/or whether it falls into a regulated sector, we may ask you to provide us with proof of your identity and/or to make searches of appropriate databases. The fee for these searches is variable and will appear on your bill under expenses.
- 16.5 We are required to retain records of the identification obtained. We may delay, decline or cease to act for you if we have requested to see proof of your identity, but there has been an unreasonable delay in providing it.
- 16.6 If as a result of meeting our statutory obligations, or executing our internal procedures put in place to meet those obligations in good faith, we cause you loss, damage or delay, our liability to you will not exceed the minimum level of Professional Indemnity insurance cover as specified by the SRA Indemnity Insurance Rules.

17. Sanctions

- 17.1 If our retainer with you is affected by economic sanctions imposed by the UK and/or other governments, we will always comply with our legal obligations and you agree that you will not seek to prevent us from doing so.
- 17.2 You agree and acknowledge that the imposition of sanctions may require us to take certain steps, including:
 - i) To freeze any funds or other assets we are holding on your behalf, including in particular any funds held by us on client account. Where this occurs, we will not be permitted to deal with any such funds or assets, including by returning them to you, using them to discharge any unpaid invoices or sending them to a third party.
 - ii) To provide information to governmental, regulatory, law enforcement and/or other agencies, including information concerning our retainer with you; your business dealings; and/ or any of your funds/assets held by us or of which we are aware.
- 17.3 If you become subject to sanctions, we may need to apply for a licence from the UK (or other) government to continue to act for you. If this is this case, you agree that you will cooperate with any application we make for a licence on your behalf, including by providing promptly any documents or information we reasonably require for the purposes of the application.
- 17.4 We reserve the right to ask you to increase (or decrease) any funds we hold on account, and/or to make arrangements for an alternative means of paying our invoices, where we consider this to be necessary in light of the imposition, or



threatened imposition, of sanctions, provided that such arrangements are compliant with applicable laws.

- 17.5 We reserve the right, in our absolute discretion, to cease to act for you if we are unable to obtain any licence we consider is required to continue to act for you or where we consider that ceasing to act is necessary to comply with any applicable sanctions or that it is no longer appropriate to continue to work for you in light of the circumstances giving rise to the sanctions. If we terminate our retainer with you for any reason connected with sanctions, you will be liable for all of our fees and all disbursements incurred up to the date of termination.

18. Referrals

- 18.1 If your matter has been referred to us by a third party and/or we have a financial arrangement with that third party then we shall disclose all relevant details to you in our Client Care Letter including the name of the referrer and the amount of any payment we make to that third party for referring you to us. Similarly, if we receive a financial benefit as a result of acting for you, we will tell you of the amount in our Client Care Letter.
- 18.2 If the third party is paying us to provide services to you, we will inform you in our Client Care Letter of the amount the third party is paying us to provide services to you and, where applicable, the amount you are obliged to pay the third party.
- 18.3 Despite any financial relationship with a third party, we will provide you with independent advice and you are entitled to and we hope that you will feel happy to raise questions with us about any aspect of your matter.
- 18.4 Any information you provide to us or any advice that we give you during your matter will not be shared with the third party unless you expressly agree. However, please note that if we are acting both for you and the third party in this matter, we may have to stop acting for both of you if there is a conflict of interest.

19. E-mail Communications

- 19.1 If you have the necessary facilities we will sometimes use e-mail for communication with you unless you tell us not to.
- 19.2 There are some specific points of which you should be aware:
- i) Communications over the Internet are not completely secure. You will have to guide us as to what should or should not be sent over the Internet.
 - ii) Viruses or other harmful devices may be spread over the Internet. We take reasonable precautions to prevent these problems by use of a firewall and virus checking software. If we are to communicate by e-mail, it is on the basis that you will do likewise.

20. Termination

Termination by you

- 20.1 You may withdraw your instructions at any time by written notice to us.



- 20.2 Should your matter not be carried through to completion then a charge will be made in respect of the work that has already been completed based upon the fee structure that has been agreed. VAT or similar taxes will be payable on that amount and you will also be billed for any disbursements incurred.
- 20.3 Under certain limited circumstances, you may have a legal right under The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 to cancel your retainer with us within 14 days of entering into it, by informing us of the decision to cancel. We will let you know if this applies to you in our Client Care Letter which will also include further details on the right to cancel pursuant to these Regulations and the effect of cancellation.
- 20.4 We will be entitled to keep all your papers and documents whilst there is money owing to us for our fees and expenses.

Termination by us

- 20.5 In some circumstances, we may consider that we ought to cease acting for you. We will only decline to act further for you where we have reasonable grounds to do so (for example: failure by you to settle invoices in full on the due date or to make payments in advance when so requested; failure by you to give clear and proper instructions on how we are to proceed; if it is clear that you have lost confidence in how we are carrying out your instructions; if by continuing to act we would be in breach of the law or rules of professional conduct). If we do cease to act for you then we will confirm in writing the reasons why and give you reasonable notice.

21. Storage of Files

- 21.1 At the end of the matter, we will be entitled to keep all your papers and documents while there is still money owed to us for fees and expenses.
- 21.2 We will keep our file of your papers for 6 years, except those papers that you ask to be returned to you. We keep files on the understanding that we can destroy them 6 years after the date of the final bill. We will not destroy documents you ask us to deposit in safe custody.
- 21.3 If we retrieve papers or documents from storage in relation to continuing or renewing instructions to act for you, we will not normally charge for such retrieval. However, we may make a charge based on time spent producing stored papers or documents to you or another or making copies of any documents at your request. We may also charge for reading correspondence or other work necessary to comply with the instructions given by you, or on your behalf. Our charges would be based on our hourly rate applicable at the given time and we would always discuss this with you beforehand.

22. Third Party Rights

- 22.1 The Contracts (Rights of Third Parties) Act 1999 does not apply to the terms of our retainer with you or any subsequent amendment to it unless we expressly confirm in writing that it does apply.



23. Enforcement

23.1 In the event that any of these terms and conditions is held to be invalid, the remainder of the terms and conditions will remain in full force and effect.

24. Governing Law

24.1 These terms and conditions shall be governed by, and construed in accordance with, the law of England & Wales.

24.2 The Courts of England & Wales shall have exclusive jurisdiction in relation to any claim, dispute or difference concerning this agreement and any matter arising from it.

24.3 We at our sole discretion 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. Future Instructions

25.1 Unless otherwise agreed, and subject to the application of then current hourly rates, these Terms and Conditions of Business shall apply to any future instructions given by you to us. Although your continuing instructions in this matter will amount to an acceptance of these terms and conditions of business, it will be helpful if you will please sign and return one copy of them for us to retain on our file.

25.2 As this is an important document, please keep your copy in a safe place for future reference.

I have read, understood and accept the terms and conditions of business set out above.

Signed

Dated