

## TERMS OF BUSINESS

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### 1. INTRODUCTION

#### 1.1 Our agreement

These terms, together with the retainer letter, set out the basis on which we shall provide you with legal services, save as may be varied from time to time in writing. From time to time we amend our terms of business. These terms of business replace any previous terms of business provided to you by us (or any predecessor firm).

In the event of any conflict between our terms of business and any provision set out in the retainer letter, our terms of business shall prevail unless, and to the extent that, the retainer letter expresses the intention to override these terms.

#### 1.2 Commencement

These terms will be effective on the earlier of (i) their receipt by you; (ii) the date of the retainer letter; or (iii) the commencement of our services.

### 2. SERVICES

#### 2.1 Skill & care

We shall carry out our work for you with due skill and care. We may use third party providers to support the delivery of those services and our duty of care and skill will extend to the selection and terms of engagement with any such third party.

#### 2.2 Scope

You confirm that the scope as detailed in the retainer letter (and any other written communication) is sufficiently described. Our services are provided solely for you for the purpose set out in the retainer letter or as otherwise agreed with you. Generally our services will not include advice on tax related issues nor the tax implications of any transaction, nor on pensions or pension related issues, unless expressly set out in the retainer letter or agreed in writing during the course of the matter.

#### 2.3 Protecting the privilege in our advice/avoiding inadvertent disclosure

You should not disclose our advice or any deliverable or make the benefit of the services provided by us to anyone else or refer to the contents of a deliverable or the findings of our work, except (i) as stated in our retainer letter; (ii) following a discussion with us; or (iii) where required by law or regulation.

Please note that sharing (or disclosing) our advice (or the benefit of our services) in whatever form, with anyone else would also be a breach of these terms unless you tell such other person, in advance, that we accept no liability to them and that no onward disclosure may be made.

#### 2.4 Liability to you only

We accept no liability to anyone other than you in connection with our services, unless otherwise agreed by us in writing. Where you

have not obtained that consent, you agree to indemnify us in respect of any liability (including legal costs) that we incur in connection with any claim brought by anyone else in relation to the services.

#### 2.5 Authority to instruct us

Unless instructed otherwise, we shall assume that any of your employees, directors, officers and representatives who give us instructions are authorised to do so and that we may act on their oral instructions. If you retain us as agent for a third party, or purport to do so, you warrant that you have the actual authority of that third party to do so.

#### 2.6 Responsibility for your work

We aim to ensure that your work is carried out cost effectively by someone with the correct level of expertise for the work. There will always be a Matter Partner with overall responsibility for each individual matter, and we shall notify you who this is at the start of the matter.

#### 2.7 Use of professional third parties

Where there is a choice available as to which professional to instruct, we shall be entitled to instruct whichever professional we consider appropriate unless otherwise agreed with you; and you shall be liable to pay all the disbursements incurred in relation to that instruction (see paragraph 4.4 below). Services provided by any such third party will be subject to their terms of business (and as provided to you).

From time to time we may, at our discretion, use temporary legal staff. Although they are not all our employees, we supervise such staff as if they were employees and place them under similar obligations as to confidentiality so to as to protect clients' confidential information and preserve client's privilege. If practicable we will advise you of any such arrangement made in relation to your work.

### 3. YOUR RESPONSIBILITIES

#### 3.1 Instructions, cooperation and evidentiary documents

You must give us appropriate instructions that allow us to do our work properly, not ask us to work in an improper or unreasonable way, not deliberately mislead us, and cooperate with us and any experts or third parties instructed by us on your behalf. This may include the provision of information and documents requested by us, compliance with any applicable timetables or time limits, the provision of prompt instructions by you, and prompt settlement of our invoices (see paragraph 4.6 below).

Where you consist of more than one party, we are entitled to assume (unless otherwise agreed) that the instructions, act or omission of one party are the instructions, act or omission of all.

Where there are issues of authenticity or originals are required evidentially, it is essential that you provide us with the original documents wherever possible. Regardless of whether you provide us with soft or hard copy documents, we will not be liable should any document provided to us later be found to have been altered before its receipt by us, particularly in circumstances where its natural meaning has changed as a result of any such alteration.

#### 3.2 Evidence of identity

You must provide us with appropriate evidence as to your identity and, where requested, that of your organisation.

We shall also need to be satisfied as to the constitution of any relevant company and, if we are acting for nominees or trustees, you will also need to provide appropriate evidence as to the identity of those persons who control the company or trust or who are its principal beneficiaries.

If we do not have a face-to-face meeting with you, and in certain other circumstances, we will need to carry out enhanced due diligence involving further checks. If we ask you to provide us with such evidence and you refuse (or the evidence is not satisfactory to us) then we must terminate our relationship with you.

If you provide our bank details to a third party who makes payment on your behalf, we will also need to conduct due diligence on them before we can deal with those funds.

#### 3.3 Accountability

We may advise you against taking a particular course of action or indicate that the costs of pursuing any such course of action may be disproportionate. If we agreed to act, notwithstanding this advice, you will be responsible for any adverse consequences of pursuing any such course of action (for instance on any order as to costs, see paragraph 4.8 below).

#### 3.4 Alerting us to risks

You must inform the Matter Partner as soon as possible if you become aware of a potential or actual conflict of interest.

You must tell us if you are required to comply with any applicable market abuse rules which may necessitate us maintaining an insider list. Where we provide insider lists to you, you will keep them confidential and treat them in accordance with the applicable data protection and privacy laws and regulations. You will not disclose them to any third party without our prior written consent, save as required by law).

You must let us know if there are any risks associated with our methods of communicating with you (see paragraph 12 below) or the processing or hosting of your data, including whether you have issues about the jurisdiction in which your data is held (see paragraphs 2.1 above and 7.1.1 below).

### 4. FEES

#### 4.1 Terminology

By way of explanation, when we refer to:

- 4.1.1 **fees** we mean our charges for carrying out your instructions;
- 4.1.2 **disbursements** we mean sums which we pay or are liable to pay to third parties on your behalf or in the course of providing our services to you;
- 4.1.3 **expenses** we mean internal costs incurred in providing our services to you (see paragraph 4.5 below);
- 4.1.4 **costs** we mean fees, disbursements and expenses, plus VAT.

#### 4.2 Basis of charging fees

Except for certain types of transactional work, we usually charge for our services according to the time we spend on a matter and the scope agreed with you, and as varied from time to time. Where we charge on a time basis, we will provide you with our current hourly charging rates. These rates are reviewed annually in April. Our rates do not include VAT, disbursements or expenses, which will be added to our invoices as appropriate.

Time spent on a matter will include attendances in person, by email or telephone on you and others connected with your matter, drafting, reviewing, research and supervision. We record time in units of 6 minutes.

In certain cases, we may agree a fixed or capped fee with you (which will be exclusive of VAT, disbursements and expenses) in which case we will set out in writing the scope and nature of the work to be undertaken within the fixed or capped fee. We shall do so on the assumption that the matter will proceed normally and in the manner discussed with you when the fixed or capped fee is agreed and we reserve the right to review the fixed or capped fee if the matter proceeds differently or becomes protracted for reasons beyond our control.

If a transaction becomes abortive, a charge will be made for the work already carried out, on a time basis unless otherwise agreed in writing. VAT will be payable on this amount and any disbursements and expenses incurred will also be charged to you as appropriate.

Where you ask us to act on an urgent, highly sensitive, high value or high risk matter and/or where you require particular levels of support, we may include an element to reflect these considerations in our fees.

Where the work involves the use of our precedents, automated documents or certain specialised products and services, we may charge you a fixed fee for their use as well as charging you for the time needed to make any such documents bespoke to your needs and/or to accommodate any further changes which may be required in your case.

In the event that we are compelled by law to disclose the papers we hold relating to your matter to any government agency or third party, you will be liable to pay us in respect of the time we spend and the expenses and disbursements we incur in complying with any Court order or statutory duty to disclose such papers. This includes,

but is not limited to, time we spend reviewing the papers, copying them and (if we deem necessary) seeking advice from counsel in respect of the scope of our duty to disclose.

#### 4.3 Payments on account

In most matters, we ask clients, at the outset, for a reasonable sum in advance on account. Requests for payments on account may also be made periodically during the course of the matter. We will be entitled to hold any such money on account until our final invoice, or at our discretion, we may use it to pay invoices from time to time and ask you to transfer additional sums to us to ensure we have what we consider to be adequate money on account of the ongoing costs of your matter. We shall also ask for payments on account where we are required to give an undertaking (which may bind us) to pay the fees of third parties. Total costs may be greater than any payment made on account. If you fail to pay us promptly any amount requested we shall be entitled to stop acting for you.

#### 4.4 Disbursements

If we incur disbursements on your behalf you will be liable to pay them. You will generally be required to put us in funds before we incur disbursements. This particularly applies where we need to instruct other professionals (for example, but not by way of limitation, barristers, expert witnesses, enquiry agents or overseas lawyers), pay official fees or carry out searches on your behalf.

Any delay in providing money on account for disbursements or dealing with any outstanding disbursements may prejudice your matter and/or increase the cost of dealing with your matter.

Some of the professionals we instruct (in particular barristers) may be entitled in certain circumstances to charge interest in the event of delayed payment of the invoices they render. In such circumstances, you will be liable to pay those interest charges.

Where we advise you, and you agree, to use the services of entities associated or owned by us (eg MDR Discover LLP) for the purposes of dealing with your matter, we will be entitled to charge for those services and invoice them as disbursements. Such disbursements may include both advisory and technology costs.

#### 4.5 Expenses

We shall be entitled to charge you the costs in relation to, for example, outgoing international telephone calls and fax transmissions, video conferencing, courier charges, travelling expenses (including local travel), the cost of obtaining any necessary law reports and the cost of using on-line legal databases. In particular, but not by way of limitation, we shall be entitled to charge you the following fees (plus VAT where applicable):

- 4.5.1 scanning documents and producing photocopies, which we shall charge to you at our then current rates (which currently range from 14p per sheet for black and white A4 up to £15 per sheet for large colour plans);
- 4.5.2 Faster Service Payments, each at a cost of £10;
- 4.5.3 CHAPS automated transfer of monies, each at a cost of £23 (or such other higher charge as our bank would charge for a bank initiated automated transfer);
- 4.5.4 any additional charges for transfers outside the United Kingdom;
- 4.5.5 overtime to our non-fee-earning staff, where required.

#### 4.6 Invoices

We may, and in respect of contentious matters (i.e. Court proceedings) shall, raise invoices regularly during a matter. Any such invoice will not necessarily be the only or final bill for costs incurred during the period to which the relevant invoice relates. Generally our invoices are interim statute bills, final in their own right for the period covered by them. If work undertaken during the period of the invoice is, by error or mistake, not charged in the relevant invoice we reserve the right to credit the invoice and issue a fresh one containing all work for the period in question. Occasionally we will issue interim "on account" invoices. These will be stated as such on their face. These will not be final invoices in respect of any period of time.

Our invoices are payable immediately on receipt.

At our financial year end, 9<sup>th</sup> April, we reserve the right to render invoices in respect of work done on your behalf as at that date.

We reserve the right to stop work on a matter and refuse further instructions from you where an invoice is not paid immediately on

receipt by you. If we propose stopping work in these circumstances we shall notify you and, wherever possible, discuss it with you before stopping work.

If all or part of an invoice remains unpaid for 30 days or more after delivery by us, we reserve the right to charge interest on the outstanding amount at the rate applicable to judgment debts. If an invoice has not previously been agreed with you, your leaving it outstanding for this period of time, and without comment, shall entitle us to assume that you consider the invoice to be fair and reasonable.

Our invoices are payable in pounds sterling, and overseas clients are required to pay by bank transfer to our bank in England in accordance with details we shall supply. You will be liable for any bank charges so incurred and such charges should be included in your remittance. From time to time, we may agree to payment of our fees in another currency.

Your statutory rights are also printed on the reverse of all invoices as are our payment details. You should not make payment to any other account in respect of monies payable to us. Any email purporting to come from us seeking to redirect such payment is unlikely to be genuine. Please contact the solicitor dealing with your matter if you receive any such email, and only do so using the telephone number on which you usually contact them (not on any telephone number contained in the suspect email).

#### 4.7 Responsibility for costs

In all circumstances you are responsible for paying costs whether or not a third party has agreed, or been ordered by a Court or arbitrator, to pay them.

In the event that you are our client in relation to a matter together with any other person or entity, you and it/they will be jointly and severally liable to pay our fees, disbursements and expenses (so that we can claim the full amount from any or all of you).

#### 4.8 Award of costs (contentious civil matters)

If we are acting for you in a contentious matter and you are successful, the Court or arbitrator may order another party to pay all or part of the costs you have incurred. You should be aware however that the party who is ordered to pay all or part of your costs may not be capable of paying them. You will still be liable to pay us the full amount of your costs as set out in, and on receipt of, our invoices. Any sums subsequently recovered from the other party will be credited to your account when received. If the other party is legally aided you may not recover any of your costs, even if you are successful.

In some circumstances (for example if you lose your case) the Court or arbitrator may order you to pay all or some of the costs of another party or parties. Such costs could include the fees of other parties' solicitors and barristers (and their success fees) and other disbursements and expenses such as expert witnesses' fees and legal expenses insurance premiums. All these sums will be payable by you in addition to your own costs.

If a party is unsuccessful in an interlocutory application (an interim application prior to trial), the Court or arbitrator is likely to assess the successful party's costs and order their payment by the unsuccessful party (usually within 14 days). The unsuccessful paying party will be responsible for payment of the assessed costs. Failure to make payment within that period may prevent the unsuccessful paying party from continuing its case.

If you or the opposing party is ordered to pay costs and such costs are not agreed, then a further Court process will often take place, in which those costs are submitted for a detailed assessment. It is rare on any such assessment that the successful party recovers all of the costs it has incurred. Even if you are successful, your opponent's liability to pay your legal costs may be restricted to approximately fifty per cent of those costs, and could be considerably less. Any determination on what that liability should be is likely to take into account factors such as the findings of the Court in respect of particular issues in the proceedings and its view as to the proportionality of those costs. You are responsible for paying us the shortfall between (i) any recovery from your opponent and (ii) the costs due to us. In most contentious matters we are required to submit costs budgets to the Court on your behalf. You are liable to pay us the full amount of your costs as set out in, and on receipt of, our invoices even if the Court sets a costs budget at a level below the budget that we have prepared.

In matters where one party is ordered to pay all or part of the costs incurred by the other party, interest will be payable by the paying party on the amount of the costs assessed, usually from the date on which the order for payment is made but usually only where the costs assessed are £5,000 or more.

You will also be responsible for paying the costs of seeking to recover costs that a Court or arbitrator has ordered the other party to pay to you.

#### 4.9 Costs in criminal matters

If you have instructed us on a criminal matter then the provisions in clause 4.8 will not apply and you should refer to the terms of our retainer letter with you or separate costs-related correspondence.

#### 4.10 Subject access requests

You will be responsible for our reasonable fees (including Counsel and other disbursements where appropriate) in responding to a subject access request which relates to and/or arises from services provided by us to you or on your behalf.

#### 4.11 Commissions

There may be occasions when, if we refer you to a third party, we may receive commission from the third party. Unless we have agreed other arrangements with you beforehand, we shall credit your account with any commission we receive in accordance with the Solicitors Regulation Authority ("SRA") Code of Conduct.

### 5. MONIES HELD FOR YOU

If we hold monies for you, we shall account to you for interest, calculated on the basis of the amount we hold for you as if it was placed in a current account with our bank, where the accrued interest is in excess of £30. Provided we have acted reasonably in dealing with any monies we hold on account for you we will have discharged our duty to you as trustee in relation to those monies.

Any monies we hold for you from time to time will be held in accordance with the SRA Accounts Rules. We will not be liable to repay such monies in the event that they are lost through a banking failure or any bank collapse.

Any monies due to you from us will be paid by way of cheque or electronic transfer but only to an account of which you are the beneficiary.

We will be entitled, in our absolute discretion, to use monies held by us for you in relation to any invoices on your matter(s), albeit we will endeavour to let you know in advance of so doing.

### 6. LIEN

You should be aware that we are entitled to exercise a lien over (which means that we can retain) all or any of your property, including deeds, documents and papers which we or our agents hold from time to time in respect of all amounts and liabilities due to us from you whether billed or not. We shall not be obliged to release such property until payment of those amounts has been received in full.

### 7. CONFIDENTIALITY

#### 7.1 Exceptions

We shall not disclose any confidential information which we obtain as a result of acting for you on your matter to any other person or party except:

7.1.1 as is reasonable and necessary for the purpose of carrying out your instructions. We may also, from time to time, store your data, including your confidential information, on servers controlled by third party providers whose software or systems we use to provide, or decide to evaluate for the purposes of providing, our services (including e-disclosure, data retrieval and forensic investigations). In each such case we will ensure an appropriate confidentiality agreement is in place and/or where reasonably practicable any such data will be anonymised;

7.1.2 as required by law including, without limit, in response to any requests for information under freedom of information or environmental legislation;

7.1.3 as required by any regulatory, governmental or other authority (including the SRA) to which we are subject or submit. In this regard we, and randomly selected client matters, are annually inspected for the purposes of the

Lexcel quality standard and by our auditors. See also paragraph 10 below;

7.1.4 as required to enable us to enforce our rights under the retainer letter.

To the extent it is needed, we shall assume, unless you indicate otherwise, that consent is given to us providing access to any of your confidential information (including personal data) for the purposes set out above and that that consent extends to all future matters which we conduct on your behalf. However, you cannot assume that everything you have told one individual at the firm will also be known to another. It remains your responsibility to ensure all relevant information is provided to the person who has conduct of each matter we undertake for you.

## 7.2 Civil Court proceedings

If you are involved in Court proceedings, it is important to note that members of the public (including the press) are able to obtain copies of judgments, orders and documents you file at Court, including documents containing confidential information. During Court proceedings you will also usually be obliged to provide to your opponent, and to the Court, relevant documents, emails, reports, letters etc., including confidential documents, which might as a result enter the public domain.

## 7.3 Data loss

From time to time you may ask us to use particular communication apps or social media (see paragraph 12 below), hosting, data processing and document sharing technology of your, rather than our, choice. You will be liable for any consequences of such use, including fines, financial loss, data loss or breach of any confidentiality undertakings you may have given another party.

## 8. DATA PROTECTION

If you are an individual, you will need to provide us with personal data about yourself (and possibly others) for the purposes of our engagement. Such data may include your name, address, date of birth, passport or other identification documentation, contact numbers and email, bank account details, assets, family details including the names and ages of any children (where appropriate). We may also obtain from you and public resources the names, age, address and other details of anyone involved with your matter.

Any such personal data may be used by us for the provision of our legal services, billing and other administrative purposes (including the processing of any such data as part of those services or so as to improve the delivery of similar services in the future). It may also be used by us from time to time to provide you (and where appropriate anyone for whom you act) with information about the firm and our services (including contacting you or them by email or telephone).

If you are the representative of any legal entity other than an individual, we will use any personal data you provide to us for the purposes of acting, on the same basis as set out above. It is your responsibility to ensure that you have appropriate procedures in place (including adequate privacy notices) when you ask us to collect and process personal data for the purposes of your matter. If you have any concerns about the status of such data you must let your Matter Partner know before any such data is shared with us.

The legal basis for the processing of the personal data you provide under the General Data Protection Regulation (GDPR) is primarily that it is necessary preparation for or needed for the performance of our agreed services. Some of our processing will also take place on the basis that it is necessary for the purposes of our legitimate interests, and those interests are not, in the circumstances, overridden by your interests or fundamental rights and freedoms.

**If you do not wish to receive information about us and our services, wish to receive only certain kinds of information, or wish to receive information only by a particular method, please use the unsubscribe function on our communications or inform our Business Development department at [digitalmarketing@mishcon.com](mailto:digitalmarketing@mishcon.com).**

None of the information we hold about you will be disclosed to third parties except in accordance with paragraph 7 above or for the purpose of managing our database or improving our business.

If, as part of our services, we collect personal data about other people on your behalf, we will hold and process that data in accordance with the prevailing data protection legislation. If, in our view, certain of that personal data should not be held or processed

by us we will return or delete it as appropriate (and technologically practicable).

If you are an individual and wish to make a subject access request at any time, please email us on [SAR@mishcon.com](mailto:SAR@mishcon.com) and your request will be dealt with expeditiously.

You have the right to request from us, in certain circumstances, rectification or erasure of personal data or to restriction of processing concerning you or to object to our processing of the data as well as the right to data portability. You also have the right to complain to the Information Commissioner's Office about the manner in which we process your personal data.

It is likely that we will not be able to meet our regulatory requirements without the personal data we request. As such, if you do not provide it, we may not be able to act for you.

## 9. FILES AND DOCUMENTS

### 9.1 Ownership

You will acquire ownership of the product of our services which is in tangible form, such as correspondence, memoranda, agreements, Court documents or reports. You will be entitled to receive any such papers, provided we have received payment of all sums due to us. For regulatory purposes we will be able to retain copies of all such documents.

### 9.2 Further copies

In the event that you make an extensive request for a further copy of your documents as held by us, then you agree to pay for the cost of providing any such copies whether electronically or in hard copy (including both professional time and any copying charges).

### 9.3 Our working papers

We shall retain ownership of our working papers and the copyright and all other intellectual property rights in the work that we do for you which will remain our sole property. For the purpose of advising you or other clients, and subject to our duties of confidentiality to you, we shall be entitled to use, analyse, share and develop the knowledge, experience or skills of general application gained through working for you.

### 9.4 End of matter

At the end of your matter (or should we cease to act for you for any other reason) you will tell us which, if any, of the documents you have passed to us during the course of the matter or which were the result of the matter should be returned to you.

Please note that where we hold soft copy documents relating to you or your matter we will hold these for as long as we deem necessary from an IT management perspective. We will not be able to delete such copies on a matter by matter or client by client basis. Where third parties have had access to such documents for the purposes of providing our services (see clause 7.1 above) we will ensure, in so far as practicable, that they have permanently deleted any such data. We will provide a copy of our retention policy on request.

For legal and regulatory reasons we shall keep one copy of our files (whether hard or soft copy) relating to your matter for at least 7 years from completion of our services, after which we shall have the right to destroy them as we see fit.

Where we store especially valuable documents such as deeds or wills, we maintain insurance cover for their safe keeping. Such cover does not extend to economic loss consequential on their destruction or loss, for which we do not accept responsibility.

## 10. MONEY LAUNDERING

### 10.1 Overriding authorities

Notwithstanding your instructions to us, there may be circumstances where we are required to act instead in accordance with obligations or directions arising or given under the various powers exercisable by the relevant authorities under the Terrorism Act 2000, the Anti-Terrorism, Crime and Security Act 2001, the Proceeds of Crime Act 2002, the Money Laundering, Terrorist Financing and Transfer of Funds (Information on the Payer) Regulations 2017 and/or any Act or Regulation that replaces or supplements them.

### 10.2 Reporting obligations

We are obliged in certain circumstances to disclose otherwise confidential information to the National Crime Agency. Where we know or suspect that a client transaction involves money laundering,

we may be required to make a money laundering disclosure. If, while we are acting for you, it becomes necessary to make a money laundering disclosure, we may not be able to inform you that a disclosure has been made or the reasons for it. Where the law permits us to do so, we will tell you about any potential money laundering problem and explain what action we may need to take.

### 10.3 **Credit searches**

We may conduct credit searches in relation to you and any connected parties.

### 10.4 **No cash**

In accordance with SRA guidelines it is our policy not to accept cash deposits into our client account.

## 11. **INVESTMENTS**

We are not authorised by the Financial Conduct Authority. However, we are included on the register maintained by the Financial Conduct Authority so that we can carry on insurance mediation 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 Financial Conduct Authority website at [www.fca.org.uk/register/](http://www.fca.org.uk/register/).

We may, where work we are undertaking on your behalf touches on investments, refer you to someone who is authorised to provide any necessary advice. We can provide certain limited services in relation to investments, provided they are closely linked with the legal services we are providing to you.

## 12. **ELECTRONIC COMMUNICATION**

There are inherent risks associated with communication by email, SMS and other internet-based systems. The internet is an insecure medium of communication as messages can pass through unregulated service providers and networks used by the internet are vulnerable to illegal hacks or forms of legal interception. Law firms, their clients, and associated third parties are an increasing target for hackers. Damage and loss can also be caused by viruses and malware. Please make sure that you have a proper means of checking for viruses and other malware in any emails and attachments, especially those received by you from third parties. We will be entitled to regard any email with which you provide us to communicate with you as secure and to assume that you have consented to the risks associated with the use of that email.

Where you instruct us on highly sensitive or personal matters, we need a private email address as opposed to a business one (over which you may not have overall control). Some employers enforce strict policies regarding personal email. If we are acting for you in a personal capacity and you ask us to use your work email address, we cannot accept liability for any problems that may arise with your employer as a result.

We will endeavour to ensure all emails received by us are held securely.

We cannot accept responsibility for the accuracy or completeness of the content of emails or any attachments once they have left our server (including any corruption or alteration which may have occurred after sending).

Most firms have experienced a situation where a client or third party email account has been hacked, the details of the matter obtained and a scam email, adopting apparently legitimate signatures and the logo of the law firm is sent to the client or third party seeking to redirect a payment to a new account. You should alert the solicitor dealing with your matter if you receive any such email, and only do so using the telephone number on which you usually contact them (not on any telephone number contained in the suspect email).

From time to time we may use software intended to filter out unsolicited and/or undesirable emails and this may inadvertently reject legitimate emails from you or in relation to work we are carrying out for you. We cannot accept liability for the consequences where emails do not reach their intended recipient as a result of such software.

It is in your best interest not to use text messages as a means of providing us with specific information, authority or instructions, as we cannot be sure of their security nor their timely receipt.

If you ask us to communicate with you via other forms of electronic communication (including apps and social media) we reserve the right to limit our communications as we see fit and retain copies of all such communications as part of our record of your matter. You will also need to take responsibility for any risks associated with your chosen form of communication (such as your data being held outside the EEA, the fact that you are in communication with us at all and the frequency and duration of our communications). If you have any concerns about such issues please contact your Matter Partner.

## 13. **LIABILITY**

### 13.1 **No claims against individuals**

You agree to bring any claim (including one in negligence) in connection with the services only against the LLP, and not against any individuals. Where our individuals are described as partners, they are acting as one of our members. In the event that you do pursue any member, employee or consultant of the LLP, they will be entitled to rely on these terms under the Contracts (Rights of Third Parties) Act 1999 (as may be amended).

### 13.2 **Limits**

We shall be liable only to you and not to any third party and no such third party will be entitled to enforce the terms of this agreement under the Contracts (Rights of Third Parties) Act 1999 (as may be amended).

We will not be liable to you if we fail to meet any of our obligations under the agreement due to matters beyond our reasonable control. For the avoidance of doubt this includes the actions, omissions, errors or deficiencies of any third party instructed by us.

Our liability to you in connection with any matter will be limited, to the extent permitted by law, to the proportion of the loss or damage (including interest and costs) suffered by you which is just and equitable having regard to the extent of your own responsibility and the contribution of any other person to the loss or damage regardless of any contractual or other limitation of their liability and/or ability to pay and/or limitation defences available to them.

We will tell you of any other limits to our liability to you in the retainer letter, or otherwise in writing.

We will not be liable to you for any loss, damage, expense or liability, consequential or otherwise, and howsoever caused, arising from any provision of information regarding identity checks to third parties who are subject to the relevant regulations and involved in a transaction or otherwise pursuant to compliance with our obligations as set out in paragraph 10 above.

Nothing in this agreement will limit a person's liability for (i) death or personal injury caused by that person's negligence; and (ii) that person's fraud; or (iii) anything else that cannot be limited by law.

### 13.3 **Qualifications**

Our advice is given as at the date of communication of the advice. Unless we have specifically agreed otherwise, we will not be bound to notify you of any changes in the law following the date on which the advice was given.

If we are liable to you under this agreement, and another person would be liable to you in respect of the same loss (save for your contractual arrangements with them) then (i) the compensation payable by us to you in respect of that loss will be reduced; (ii) the reduction will take into account the extent of the responsibility of that other person for the loss; and (iii) in determining the extent of the responsibility of that other person for the loss, no account will be taken of (a) any limit or exclusion placed on the amount that person will pay; or (b) any shortfall in recovery from that person (for whatever reason).

We shall not be liable to you if we are unable to perform our services as a result of any cause beyond our reasonable control. In the event of any such occurrence affecting us we shall notify you as soon as reasonably practicable.

### 13.4 **Sharing of limit**

Where we agree in writing to accept liability to more than one party, the limit on our liability will be shared between them and it is up to those parties how they share it.

## 14. **CONFLICT**

If we become aware of a conflict of interest which prevents us from continuing to act for you, we shall inform you immediately and we

shall assist you in finding new legal advisers and provide an effective transfer of the relevant matter to your new legal advisers. You agree to pay our costs to the date of any such transfer in accordance with these terms.

## 15. RAISING QUERIES OR CONCERNS WITH US

We are confident that you will receive a high quality service in all respects. However, in the event of a problem you are entitled to complain.

If you have any queries or concerns about any aspect of our service, please raise them first with the Matter Partner. If the Matter Partner does not resolve the problem to your satisfaction, or if you would prefer not to raise the issue with the Matter Partner, then you should contact Rowena Herdman-Smith, our Best Practice Partner. We shall try to resolve any problem quickly through our complaints procedure, a copy of which is available on request. It is important you raise any concern with us as soon as possible because we value you as a client and would not wish to think you have any reason to be unhappy with us.

At the conclusion of our complaints process, and you do not accept our findings, you are entitled to complain to The Legal Ombudsman.

The Legal Ombudsman's contact details are as follows:

Tel: 0300 555 0333 and 0121 245 3050  
Email: [enquiries@legalombudsman.org.uk](mailto:enquiries@legalombudsman.org.uk)  
Website: [www.legalombudsman.org.uk](http://www.legalombudsman.org.uk)  
Address: PO Box 6806, Wolverhampton, WV1 9WJ

There are time limits for making a complaint to The Legal Ombudsman, details of which are set out at Rule 4 of the Legal Ombudsman Scheme Rules, which can be found at [www.legalombudsman.org.uk](http://www.legalombudsman.org.uk).

The Legal Ombudsman cannot resolve a dispute between us; in such circumstances you may, with our agreement, refer any dispute to an alternative complaints body, such as ProMediate (UK) Limited ([www.promediate.co.uk](http://www.promediate.co.uk)).

You may have a right to object to an invoice by applying to the Court for an assessment of it under Part III of the Solicitors Act 1974. The Legal Ombudsman may not deal with a complaint about an invoice if you have applied to the Court for an assessment of that invoice.

## 16. TERMINATION

Subject to these terms and the terms of the retainer letter, you may terminate your instructions to us in writing at any time. In some circumstances we may cease to act for you, for example if you cannot give us clear or proper instructions, if there is a breakdown in our relationship as solicitor and client, if to continue acting for you would constitute a breach of the SRA Code of Conduct or if you do not pay any invoice in accordance with these terms or provide us with any monies on account which we may have requested.

If for whatever reason our relationship is terminated, you will pay our costs in accordance with these terms.

In the event that you fail to pay our costs as above, we will be entitled to charge interest on such costs at the rate applicable to judgment debts. Further, where we are obliged to obtain a Court order to compel payment of our costs together with interest thereon, we will also be entitled to claim the costs of obtaining any such order and the costs of its enforcement.

In the event of a termination of our engagement for whatever reason, the terms of our agreement will remain in force as regards, payment and monies held for you, confidentiality, data protection, liability and files/documents.

## 17. REGULATORY BODY

We are authorised and regulated by the SRA and we are subject to its professional rules.

## 18. GENERAL

### 18.1 Applicable law and jurisdiction

The agreement and any dispute arising out of it whether contractual or non-contractual will be governed by English law and be subject to the non-exclusive jurisdiction of the English Courts in respect of any claims brought by us and to the exclusive jurisdiction of the English Courts in respect of any claims brought against us.

### 18.2 Entire agreement

Save as provided in these terms, the agreement forms the entire agreement between the parties in relation to the legal services we provide. It replaces any earlier agreements, representations or discussions.

### 18.3 Equality and Diversity

We are committed to promoting equality and diversity in all of our dealings with clients, third parties and employees. Please contact us if you would like a copy of our equality and diversity policy.

## 19. INTERPRETATION

If any provision of the agreement between us is held to be void, then that provision will be deemed not to form part of our agreement and the remaining provisions will still continue in force.

In these terms, the following words and expressions have the meanings given to them below

**agreement** – these terms, the retainer letter to which they relate (including any schedules and any variations in writing) and the terms on the reverse of our invoices

**the LLP** – means Mishcon de Reya

**Matter Partner** – means the partner or legal director specified in the retainer letter as having overall responsibility for the proper conduct and supervision of the services

**Mishcon de Reya** – means Mishcon de Reya LLP, a limited liability partnership, incorporated in England (number OC399969), whose registered office is at Africa House, 70 Kingsway, London, WC2B 6AH. It is a body corporate which has members rather than partners

**partner** – the traditional title retained by the LLP and means that person is a member of Mishcon de Reya LLP

**services** – the services set out in the retainer letter and as otherwise varied in writing between us

**we, us, or our** – means Mishcon de Reya

**you, your** – means the party or parties to the agreement (excluding us).