

Paul Linton & Co. Ltd

Registered in England and Wales number 14482958
Authorised and regulated by the Solicitors Regulation Authority number 8003159
Registered office and address for correspondence: 17 King Street, Watford WD18 0BW

Terms of Engagement

1 Our terms

- 1.1 **Parties.** In these terms Paul Linton & Co. Ltd is referred to as “**we/our/us**”.
- 1.2 Paul Linton & Co. Is the trading name of Paul Linton & Co. Ltd. Our use of that trading name does not refer to the former practice of that name which is now closed and not in existence.
- 1.3 The clients of Paul Linton & Co are referred to as “**you/your**”. This includes those authorised to provide instructions on the client’s behalf.
- 1.4 **Our status.** We are a Private Limited Company registered in England & Wales registered at Companies House under number 14482958. Our registered office is at 17 King Street, Watford WD18 0BW.
- 1.5 **Professional titles.** We may use professional titles to designate the seniority and the role of our colleagues. Those we call ‘Partners’ are solicitors or other legal with at least eight years’ standing as such. The title ‘Partner’ is a professional title only. Our Partners are not partners in the legal sense. They are not liable for our debts, liabilities or obligations..
- 1.6 **Invalidity.** If any of these terms is invalid, then it shall be deemed changed just insofar as necessary to make the term valid. Where that is not possible, then the invalid term shall be deleted. No change or deletion shall affect any other term.
- 1.7 **Joint engagement.** Where we act for more than one client, then the engagement is a joint engagement unless expressly agreed otherwise with those clients.

2 Our charges

- 2.1 **Fees.** The way we charge for our services is set out in our Engagement Letter and may be varied by us in writing. We may offer a fixed or a capped fee. If so, we will set out the scope of work we will deliver for that fee. A fixed or capped fee will be based on assumptions and conditions. Where these do not hold true, for work outside the agreed scope and for all work not subject to a fixed or a capped fee, we charge for the time we spend working for you at our hourly rates. We record the time spent on your work either to the nearest minute or in six-minute units. We review all rates at least annually and will give you one month’s written notice of any increase. In addition, rates charged in respect of individual lawyers may increase as they increase in seniority. We may uplift our rates or our bill where the urgency, complexity, risk or timing justifies doing so. Rate and bill increases are deemed accepted by you 21 days after we notify you of the change, unless you object to the same in writing to your main point of contact at Lintons.
- 2.2 **Estimates.** Any estimates we provide are based on conditions, assumptions and our understanding of the work we are to undertake. An estimate is not a cap and we may exceed our estimates.
- 2.3 **Disbursements.** In connection with your matter we may incur expenses (“disbursements”). We will do so as your agent and you will be bound to pay the relevant third party for the relevant goods or services. That third party will bill us and we will in turn bill you at cost.
- 2.4 **VAT.** We quote prices exclusive of Value Added Tax (“VAT”). We add VAT to our invoices at the prevailing rate as applicable. When we bill you for certain disbursements we are required by law to charge you VAT on them.

3 Costs on account

- 3.1 We may need to ask you for a payment on account of costs, disbursements and VAT. If so, we will send you a costs on account statement requesting payment of an appropriate sum into our client

account. From time to time, we may ask for a top-up payment. At the end of our engagement, we will return any balance to you. If we ask for costs on account, we are not obliged to do any work or incur any disbursement until they are received, though we may agree to start work, pending receipt of costs on account.

3.2 We may terminate this engagement if you fail to pay costs disbursements and VAT on account within any reasonable time limit that we set. Alternatively we may suspend acting for you until they are so paid.

3.3 Unless we specifically say so, we do not cap our fees at the level of the costs on account we request. We may apply any costs on account you pay at our discretion.

4 Payments

4.1 **Invoices.** You agree we may deliver interim statute invoices. Unless clearly stated on the face of an invoice to the contrary, all our invoices are self-contained final accounts for the period they cover. We may invoice periodically and at any point.

4.2 **Disbursements.** Only invoices are payable on receipt, regardless of the payment terms we agree. Save where expressly permitted by law, we can only address an invoice to you, even if someone else is to pay it.

4.3 **Payments in.** You must quote our reference number with every payment. Sending money without our reference may delay our receipt of your payment. On request, you must confirm the source of the payment and your source of wealth. We may return the funds at your cost and we may charge you for any checks required as a result of a breach of this paragraph 4.

4.4 **Payments out.** Money will only be paid from our client account with your instructions, except to pay our fees and disbursements or following a court order.

4.5 **No liability.** We are not liable for any loss whatsoever (including, but not limited to, losses arising from our returning funds and our delay in applying or sending funds) arising from any breach of this paragraph 4 or from our compliance with any applicable law governing the transfer of funds.

4.6 **BACS and CHAPS payments.** These must be made only from an account in your name.

4.7 **No cash.** We do not accept or make cash payments.

4.8 **Currency conversion.** We do not accept payments in foreign currency. If despite this you remit monies to us in another currency and our bankers accept such funds then they will be received at our banker's standard exchange rates and we shall be entitled to deduct any charges we incur in receiving such funds. You remain liable for any shortfall after conversion and deductions.

4.9 **Interest on overdue amounts.** We are entitled to charge you interest on all overdue amounts at the rate permitted by the (English) Late Payment of Commercial Debts (Interest) Act 1998 (regardless of whether that statute applies to this engagement). If we need to incur costs in recovering unpaid amounts from you, you agree to pay our costs of doing so in full. If you do not respond to our requests for payment within a reasonable time, we may investigate you ourselves or using third parties to establish your current address and financial position.

4.10 **Payment from money we hold.** If we hold any money for you, we may use it to settle anything you owe us, even if you tell us not to.

4.11 **Retention.** Until all payments due to us have been made, we may keep your property and documents. We may also keep your funds up to the amount of your unpaid bills and any work in progress. This is in addition to our rights to a lien on your property. We expressly reserve our right to our lien, even where we take security from you for our costs.

4.12 **Each client is liable.** When two or more clients together engage us, each client is jointly and severally liable to pay the full amount of our fees, disbursements and VAT.

4.13 **Security.** Before sending us funds, you must reconfirm our bank details by telephoning the number on our engagement letter and website and speaking either with your primary contact or a partner.

We will not change our bank details. If you receive any correspondence suggesting that our bank or contact details have changed or raising any concerns in this respect, you should take no action save contacting your primary contact at Lintons.

4.14 We reserve the right not to make any transfer of funds to you without adequate proof that the transfer is properly authorised, lawful and correct. Usually we require you to confirm your instructions both in writing and by telephone.

4.15

4.16 **Bank default.** Money paid into our client account (or for fees not yet due, into our office account) is held at our bank on trust for you. If our bank becomes insolvent or does not carry out our instructions promptly, we are not liable for any loss or damage caused to you. You may qualify for some limited protection from the Financial Services Compensation Scheme. See www.fscs.org.uk.

5 Liability

5.1 **Our liability.** We are only liable for the foreseeable losses caused directly by a breach of our obligations. We are not liable for any harm to your reputation, loss of profit or any other indirect or consequential loss. We are not liable for matters outside our control. We are not liable to the extent that any loss is due to the provision to us of false, misleading or incomplete information. We are not liable for any loss arising from our compliance with what we reasonably understand to be our statutory or professional obligations.

5.2 **Liability of others.** Where you or others contribute to your loss, then we will be liable only for a fair proportion of your loss, taking into account your or such other's actions.

5.3 **Liability** Our total liability to you (and to any other party we have agreed in writing may rely on our advice) is limited to £3,000,000. This limit applies to all claims in relation to any single matter or any group of connected matters. For the avoidance of doubt this cap applies to all losses whether in contract, tort (including negligence), breach of statutory duty or otherwise and in respect of any claim or a series of claims which are related, expenses, legal fees and any other costs howsoever arising. Where we work for more than one client on a matter, this limit applies to our total liability to all of them. This limit has been taken into account in setting our charges.

5.4 **No liability to anyone but you.** The services we provide are only for you and to be used only in connection with the matter on which we are instructed. Nobody else can rely on our advice (or see a copy) for any purpose, without our written permission, save where permitted by law. We owe no duties to anyone but you. You may not assign all or any part of your rights and benefits in tort, under these terms or otherwise.

5.5 **No one is liable except us.** If a claim arises, connected to our work, you can only claim against us, not against any of the following (even if they have been negligent): our shareholders, members, partners, directors, officers, associates, employees, consultants, barristers, solicitors, assistants, agents or other legal professionals ("**staff**") or any of the same at a firm in our network. If anyone signs a document in his own name, that does not mean the signatory accepts any personal legal liability. Each person mentioned in this paragraph can enforce it under the Contracts (Rights of Third Parties) Act 1999.

5.6 Without prejudice to what is said in this paragraph and the immediately preceding one, to the extent that a competent court allows you (and any other party that we have agreed in writing may rely on our advice) to make a claim against our staff, and to the extent that you do, then the maximum liability of this firm and our staff combined shall be limited to the amount in paragraph 5.3.

5.7 **Earlier statements.** We offer to act for you on the basis that you have not relied on any statement or promise from us or from any of our staff. If that is wrong, please write to us straightaway to say so.

5.8 **Liability that cannot be limited.** Nothing in these terms limits any liability that cannot legally be limited, such as (without limitation) for fraud on our part, or for death or personal injury caused by negligence.

5.9 **Contribution.** Our liability to you will be limited to that proportion of any loss or damage you may suffer as is just and equitable, having regard to the extent of your own responsibility for the loss

and damage and that of any other person who may also be liable to you in respect of it.

5.10 **Inability to enforce against others.** In connection with any claim you may have against others, no account is to be taken of any inability on your part to make such a claim or to enforce any remedy, nor is any account to be taken of the means of that person, any time bar, any exclusion of or any limitation of liability by that person.

5.11 **Claims by others.** You shall indemnify us against all loss, costs and expenses we incur as a result of acting properly for you.

6 Our legal advice

6.1 **Jurisdiction.** We will only advise you as to the application of the laws of England,

6.2 **Relevant information.** You must ensure you, and anyone else you instruct on this matter to work with you, tell the lawyers working on this matter everything they need to know in order to work for you without delay. This includes anything you have told us in the past if we worked for you before. You must always be truthful and open with us.

6.3 **Changes in law and your situation.** We will advise you according to your situation as you explain it to us and the law in force when we give our advice. We will not update our advice once we have delivered it to you unless you ask us to do so in writing. If you believe your situation may change after we give our advice, you should tell us how in writing and ask us to factor this in to our advice. Changes in the law and to your situation can be especially relevant to any tax you may be required to pay.

6.4 **Change in scope.** If we agree to change the scope of our engagement by you, then we will record that in writing with you. If so, the revised scope will become part of our entire agreement.

6.5 **Purpose of our advice.** You shall only instruct us for proper lawful purposes.

7 Work done by others

7.1 **Engaging others.** Where we believe it is in your interests, we may introduce you to third parties to work for you. The decision to engage them is yours alone. If you wish to engage them, you would usually do so directly. If we agree to do so, we may act as your agent and, if so, their charges will appear as a disbursement on your bill (see paragraph 2.4).

7.2 If you need the services of a barrister, we will engage them on your behalf. We may do so in such a way that creates a direct contract between you and them under basis C of the Commercial Bar Barrister's Terms (see <https://www.combar.com/about-us/contractual-terms>) and you expressly authorise us to bind you to such a contract, or we may engage them where the contract is between us and them.

7.3 In all cases, you are responsible for the fees of all such third parties.

7.4 **Reliance.** We will rely on the work and advice prepared by you and your other advisers (including those you may engage through us).

7.5 **Responsibility.** We are not responsible for any action, omission, error or deficiency of anyone you engage whether directly or through us.

8 Use of information

8.1 **Source of information.** We may receive information about you and other individuals directly from you, from a third party connected with you and from a third party connected with us.

8.2 **Confidential information.** We safeguard all the confidential information you disclose to us. We may share your information within our network. We may also share your information with our insurers, our bankers, our regulators, our professional advisors, our auditors, our staff and the staff of our network firms. In order to provide you (or your organisation) with our services, we may share your personal data with the courts, with lawyers advising other parties in your matter, or with other professionals (such as overseas law firms, patent agents, forensic accountants, experts or

barristers). We will also share your information with others where you allow it, where required by law or regulation, as part of a file audit, where required by our insurers or where we think it allows us to give you a better service. We will not otherwise share your personal information with any third party except where permitted by data protection law.

- 8.3 **Multiple clients.** When two or more clients together engage us, each client authorises the sharing with the other(s) of any information it provides. If one or more clients terminate this engagement, we may still use all the information provided to us during this engagement for the benefit of the remaining client(s).
- 8.4 **Personal data and Privacy Policy.** We comply with applicable data protection laws to protect your data. These terms and our Privacy Policy explain how we use personal data. We recommend you read our Privacy Policy which may be seen on our website.
- 8.5 **If you are a data controller or data processor.** If you are a data controller or data processor for others, and you provide to us personal data relating to others, then you confirm to us that you have a lawful basis for doing so under data protection law and where that basis is consent, then you confirm you have secured the consent of the data subject to our using their data as part of our acting for you.
- 8.6
- 8.7 **Data controller.** When we use personal data about you or others in connection with our engagement, we do so as data controller. Our contact details are set out on our Engagement Letter and communications relating to data protection should be addressed to tanya@paul-linton.co.uk or to our postal address, marked for the attention of Tanya Linton.
- 8.8 **Use of personal data.** Our core purposes for processing personal data are to operate our law firm, to provide legal services to our clients, to maintain our client and business records and to comply with law and regulation. In relation to you (or the organisation on behalf of which you instruct us) this primarily involves: providing you with legal advice or other information that you have requested from us; invoicing you for services we have undertaken for you; keeping records of the work we have carried out for you; and fulfilling our anti-money laundering obligations. These terms deal with our use of your data as part of your instructions to us. In all other respects, our use of data is set out in our Privacy Policy.
- 8.9 **Lawful basis of processing.** Before accepting your instructions, we may need to carry out certain checks (e.g. anti-money laundering and conflict checks). If so, we process your personal data to comply with our legal obligations. When we are providing our advice to you, we process your personal data to provide legal services to you and to comply with our contractual obligation to provide such services. We will also process personal data where it is in our legitimate interests to do so (for example, as part of the administration of our business and keeping our systems secure).
- 8.10 **Categories of personal data obtained.** The core categories of personal data which we use to provide our legal services to you are: name, email address and other contact details; correspondence with us; bank account details and/or other billing details; and copies of your passport, driving licence, birth certificate, national identity card, utility bills and/or other identifying information required to be provided to us for anti-money laundering purposes.
- 8.11 **Sharing your personal data.** Your personal data may be included in the information we share with others as set out in paragraph 9.2. We require the recipient to safeguard it. Typically, any recipient would then become the data controller of the shared data and owe you duties as such. We are not responsible for any use, misuse or loss of your data by third parties with whom we share your data. If you want us to conduct an assessment of that third party's systems before sending them your data, please let us know.
- 8.12 **International transfers.** Your personal data and other data may be stored on servers located outside the UK and/or European Economic Area (together, EEA). If we do this, we will comply with the rules in the UK General Data Protection Regulation.
- 8.13 **Data retention.** We store some files digitally and others in hard copy. In each case we may use third parties to store your files. We keep files for lengths according to our Information Retention Policy. You can request a copy of this any time.

- 8.14 **Destruction and retrieval.** We will destroy your files at the end of their storage period, or earlier with your and our consent. Please write and tell us if you object to this. We may charge you if you want us to retrieve your files after we have completed our work.
- 8.15 **Access to file.** Where we act for more than one client on the same matter, then that file will belong to all those clients jointly, but not severally. If you would like a copy of your file, then you irrevocably agree that we must not provide the same to you without the prior written consent of all the other clients who also jointly own that file.
- 8.16 **Your rights.** If the UK General Data Protection Regulation applies to you, you have the following rights: the right to be informed; the right of access; the right to rectification; the right to erasure; the right to restrict processing; the right to data portability; the right to object; and certain rights in relation to automated decision making and profiling. Where our lawful basis for processing your personal data is consent, you have the right to withdraw consent. You can find out more about your rights on the Information Commissioner's Office (ICO) website at www.ico.org.uk.
- 8.17 **Supervision (personal data).** If you have any questions or concerns, or if you want to exercise your legal rights regarding your data, then you should write to us at tanya@paul-linton.co.uk or our postal address, marked for the attention of Tanya Linton. We ask you to use that address as well should you have a complaint. We are supervised by the ICO and you are entitled to make a complaint to them at any time.
- 8.18 **Failure to provide personal data.** We may find it hard to advise you if you do not provide us with information we request (which may include personal data).

9 Insurance and regulation

- 9.1 **Insurance.** We maintain professional indemnity insurance with an insurer approved by the Solicitors Regulation Authority. Please ask if you would like a summary of this insurance.
- 9.2 **Legal services.** We are a law firm authorised and regulated by the Solicitors Regulation Authority. Our registered number is 8003159. Its rules are at <https://www.sra.org.uk/solicitors/standards-regulations/code-conduct-solicitors/> =
- 9.3 **Supervision (other matters).** The Law Society is a designated professional body for the purposes of the Financial Services and Markets Act 2000, but responsibility for regulation and complaints handling has been separated from the Law Society's representative functions. The Solicitors Regulation Authority is the independent regulatory body of the Law Society and the Legal Ombudsman is the independent complaints-handling body. (In relation to supervision for our processing of personal data, see paragraph 9. above.)
- 9.4 **Insurance distribution services.** This activity is broadly the advising on, selling and administration of insurance contracts. We might do so for example in relation to the obtaining of indemnity insurance for conveyancing defect. We are not authorised by the Financial Conduct Authority, although we are included on its register to carry on insurance distribution activity. This part of our business, including arrangements for complaints or redress if something goes wrong, is regulated by the Solicitors Regulation Authority. The register can be accessed via the Financial Conduct Authority website. For these purposes we advise you that:
- 9.4.1 we act as an insurance intermediary, as opposed to an insurer and we cannot manufacture insurance products;
- 9.4.2 our recommendation of any insurance product is related to the facts and circumstances of each specific matter;
- 9.4.3 we act on behalf of your behalf and not that of the insurer;
- 9.4.4 we have no investment or voting rights in any insurer;
- 9.4.5 we are not contractually bound to place business with a specific insurer or insurers and we receive no commission for doing so.
- 9.5 **No investment advice.** We do not give advice on the merits of investment transactions or act as a broker or an arranger of investment transactions. No communication from this firm should be interpreted as an invitation or inducement to engage in any investment transaction or other investment activity. We are not entitled to communicate invitations or inducements to engage in investment activity on your behalf.

- 9.6 **Undertakings.** Undertakings are promises given by solicitors and/or their firms. Undertakings given by solicitors personally and by unincorporated firms, can be enforced simply by the courts as part of the court's supervisory powers. Those given by incorporated firms cannot be enforced by the court in the same simple way. All undertakings though carry a professional obligation to comply, and it is generally professional misconduct for a solicitor, and all the managers of their firm, not to comply with an undertaking. Our regulator, the SRA, cannot enforce undertakings, but they can, and do, discipline solicitors and firms if they fail to comply with an undertaking. We give and receive undertakings commonly, when required, as part of acting for you. We are not obliged to give an undertaking on your behalf. For certain undertakings, we may first require your express written authority in our usual format. By engaging us to work for you, you irrevocably authorise us to:
- 9.6.1 give any undertaking that is a normal part of our work for you;
 - 9.6.2 take the necessary action to fulfil our undertaking; and
 - 9.6.3 assume that any firm or person giving an undertaking to us will comply with their regulatory duties and thus the undertaking. If additionally, you require a direct contractual obligation or personal liability from the giver of the undertaking, then you should tell us in writing upon receipt of our Engagement Letter. You should bear in mind that often the relevant contractual documents between you and the parties (although not their lawyers) may already contain very similar obligations and further that firms and individuals frequently refuse to give direct contractual or personal obligations.
- 9.7 **Investigations.** If as a result of properly acting for you, we are required to respond to a notice or order from law enforcement, we may charge you for that work at £375 per hour. You shall also be responsible for any connected reasonable expenses we incur. We shall inform you of this if and when permitted.
- 9.8 **Reporting.** You will promptly report to us if you think we or any of our colleagues may have acted improperly or breached any law or professional rule.

10 Proof of identity and sanctions

- 10.1 **Proof of your identity.** Before we can start work, we must have documentary proof of your identity and, where relevant, that of your beneficial owner(s). We may also ask you to explain to us the source of your funds and wealth. This information may be renewed every two years or earlier if required by us. We may verify your identity (or that of your beneficial owners) by:
- 10.1.1 asking you to complete a biometric test using an app on your mobile phone;
 - 10.1.2 searching a third-party database. This will not affect your credit rating.
 - 10.1.3 asking you for original documents or for copies certified by another solicitor or by a regulated professional.
You agree to provide the documents we request, and to our holding the same on our matter files as well as in our anti-money laundering records and you agree that we may carry out electronic checks on you.
- 10.2 We will not usually charge you for undertaking identity checks, apart from the cost of electronic searches, but we may do so if the checks are significantly more time-consuming than we would normally expect. Unless you instruct us otherwise, we shall only use the documents you supply to prevent money laundering and terrorist financing.
- 10.3 **Storing identity documents.** We will keep copies of all documents provided to us as proof of identity for five years after we finish working for you on any matter. After that, we will destroy them.
- 10.4 **Reporting.** We are professionally and legally obliged to keep your affairs confidential. However, where permitted, we may make disclosures to applicable regulators, tax authorities and law enforcement. If we are required to make such a disclosure, we may need to stop work and may not be able to tell you that a disclosure has been made.
- 10.5 **Sanctions.** You must tell us if you or our engagement are in any way directly or indirectly affected by any sanctions. If you require advice on sanctions, then you must request this in writing. Our acceptance of you as a client and of working on your matter is not advice that you and your matter are not covered by sanctions and you must not rely on it as such. Where you ask us to conduct sanctions checks, we will charge £375 per hour for doing so. Where we believe sanctions may apply to your matter, we may require you to instruct us to advise on sanctions as a condition of our advising you.

11 Complaints

- 11.1 **Making a complaint.** You should raise the concern in the first place with the person dealing with your matter. If this does not resolve the problem you should then contact Tanya Linton. The complaint does not have to be put in writing, although setting out clearly the issues and the action you wish us to take may help us to resolve your concerns more quickly. A full copy of the practice's complaints procedure is available on request.
- 11.2 **Ombudsman.** If you are not satisfied with our handling of a complaint, then, subject to eligibility, you can ask the Legal Ombudsman to consider the complaint (see www.legalombudsman.org.uk). Normally, you will need to bring a complaint to the Legal Ombudsman within six months of receiving a final written response from us about your complaint and within six years of the relevant act or omission.
- 11.3 **Fees.** If you are unhappy about our fees at any point, then, in addition to the remedies set out in our Complaints Policy, you may apply to court for an assessment of an invoice under the Solicitors Act 1974. However, if you apply to court for an assessment, the Legal Ombudsman may not consider a complaint about the invoice. There are strict time limits that apply to court assessments and you may wish to seek independent legal advice.

12 Communications

- 12.1 **Communicating with us.** If you email us, then, unless you inform us to the contrary, you agree that we may communicate with you by email to any email address that is contained on any communication from you to us or published, for example, on a website. By emailing us or otherwise providing an email address to us, you authorise us to deliver our invoices to you by email to any of your addresses. Contact us if you also wish to receive additional copies of any bills by post. You must notify us without delay of any unauthorised use of your email account(s). We deal with complaints by post. If you have a complaint, then you should set out your concerns in a letter and in accordance with our Complaints Policy.
- 12.2 **Accepting service.** Unless expressly agreed in writing, we do not accept service of documents by email.
- 12.3 **Authority.** It is your responsibility to tell us any limits on the authority of those who tell us what to do for you. We may accept instructions from anyone we reasonably believe you have authorised.
- 12.4 **Irrevocable instructions.** Where you provide an irrevocable instruction, then we may rely on it even after the end of this engagement and even if you purport to revoke it.

13 Termination and suspension

- 13.1 **Your rights.** You may end this engagement at any time by writing to us. Where this is a joint engagement, then any client may do so. Where any client who is an individual dies and any client which is an entity with legal personality ceases to be such an entity, then that shall terminate this engagement. Termination takes effect on the earliest of our written acceptance of your termination, our learning of your death/dissolution or one clear working day after we receive your termination notice. You will still have to pay for all work done before we receive your notice of termination. Where we were engaged under a fixed fee, we will invoice the entire fee. If that would be unprofessional, then we will invoice on the basis of time incurred and this shall override any other provision we agree.
- 13.2 **Our rights.** We may suspend our services or end this engagement at any time if we have good reason. If so, we will let you know and will do so in writing on request. Examples of a good reason to end our services would be if:
- 13.2.1 you have not done as agreed in this letter and terms.
 - 13.2.2 you have not paid an invoice when due.
 - 13.2.3 you have not provided costs on account when requested.
 - 13.2.4 you have not provided adequate instructions.
 - 13.2.5 you and we no longer have trust and confidence in each other.
 - 13.2.6 our work for you conflicts with our regulatory duties.
 - 13.2.7 you refuse to accept an increase to a bill or our hourly rates.
 - 13.2.8 we reasonably believe our providing services may not be in compliance with the letter or spirit of

any sanctions laws.

- 13.3 If we suspend our services or end our engagement with you on this matter, then we may also do so on any engagement where you are (directly or indirectly and solely or with others) our client or are in any way linked to our client. Upon suspension or termination, we may invoice all our work in progress and disbursements on that matter, which shall be payable immediately.
- 13.4 **Effect of termination.** If we or you terminate this engagement, then after termination (in the absence of a new expressly agreed engagement in writing) you will not be able to instruct us to act for you in any way and we will not do any further work for you, other than work linked to ceasing to act for you, and then only at our discretion. For example, we may apply to the court to come off the record and we may hand over your matter to you or your new advisers. We will charge for these services. These terms will survive termination. If you require further assistance, we can discuss setting up a new engagement.
- 13.5 **End of duties.** Unless otherwise terminated, our engagement and our duty of care to you will end on the earliest of: (1) our completion of the scope of work set out in our Engagement Letter, (2) our confirmation to you that the engagement is at an end, or (3) delivery of our final bill to you. The exception to this is where we are clearly actively engaged in your matter after its completion. In such case, our engagement and our duty of care to you will end once we are no longer clearly and actively engaged in your matter.

14 Law and claims

- 14.1 **English law.** English law governs this and all future engagements and any dispute or claim arising out of it or in connection with them. Any dispute or claim (including non-contractual disputes or claims) regarding their subject matter or formation shall also be governed by and construed in accordance with English law.
- 14.2 **English jurisdiction.** The parties irrevocably agree that the courts of England and Wales have exclusive jurisdiction to settle any dispute or claim against us, our officers and our staff that arises out of or in connection with this and all future engagements or their subject matter or formation (including non-contractual disputes or claims). Notwithstanding this, not every jurisdiction recognises English law and judgments, so we reserve the right to bring proceedings in any court of competent jurisdiction and/or to revert to arbitration. We may bring proceedings against you in any other court of any competent jurisdiction.