

Example Client Care Letter which will be agreed and signed with all clients when The Legal Partners start advising on a client's project

[Client Name]

By email:

2019

Dear,

[Project Name]

Thank you for your instructions regarding this Project.

We aim to ensure that our clients fully understand the details and implications of their instructions and what we can and cannot do on their behalf. This letter sets out those details as well as the business arrangements that will apply to this matter, so you should read it carefully and contact me if you do not understand any aspect.

I have set out below our quote for advising you further for your Project.

Background and Scope

You plan to (define project name). NB Refer to any other email/document setting out the Project / client requirements and attach as necessary as a schedule to this letter.

Timescales

We will be available to produce the new contract for you early next week and will review emails and speak with you as efficiently as we can.

Legal fees

- Disbursements should be itemised with an estimate cost for each.
- An estimate of the total fees should be provided

The agreed fee for producing.

Our hourly rate:

- for our experienced business & employment lawyers Richard Mullett, Nicholas Eldred and Abigail Oprey is £350 per hour

T: +44 (0)20 8255 1914

www.thelegalpartners.com

Registered office: Parkshot House, 5 Kew Road, Richmond, Surrey TW9 2PR

Director and Solicitor: Richard Mullett
The Legal Partners Limited is regulated by the Solicitors Regulation Authority

Registered in England with number: 5030618

- for our experienced HR Mediator Partner Shân Veillard-Thomas and Philippa Mullett (Marketing Director and Legal Trainee CILEx Employment law & Practice) is £175 per hour

Our fees are subject to Value Added Tax (VAT) where applicable.

Where your project is an ongoing project we will invoice monthly. Where your project completes within the month of it starting we will invoice at the earlier of completion of the project or a pro-rata amount at the end of the month with the balance amount at completion of your project.

We have the right to suspend work on any matters on which you have asked us to act, or to cancel this engagement as your adviser under this client care letter and these Terms of Business on giving you immediate written notice if you do not pay our fees and/or there are any Outstanding Amounts owing.

Where we are acting for you in a matter before a Court or Tribunal we have the right to apply to that Court or Tribunal to be taken off the record as your lawyers in relation to any legal matter in which we are representing you on giving you 7 days written notice.

Risks

There are risks which this type of project can encounter. For example:

1. ...
2. ...

We will advise you how to deal with the risks when and if they arise and you ask us to do so.

Client Identity

We will represent [].

Responsibility for your work

I am the Director at The Legal Partners and shall be assisted by Nicholas Eldred (Business and HR Lawyer), Abigail Oprey (Business and HR Lawyer) and our HR Mediator Partner Shân Veillard-Thomas and Philippa Mullett (Marketing Director and trainee Chartered Legal Executive) as necessary

Service Standards and Client Care

We have agreed that I will contact you by:

By email:

Mobile phone:

and

[repeat as necessary]

By email:

Mobile phone:

on all significant developments and to obtain your instructions.

Please see our Terms of Business for further details of our service standards.

You can contact me and any of our team by telephone, email, text or letter using the details we give you.

Complaints

We are committed to providing high quality legal advice and client care.

If you are unhappy about any aspect of the service you have received, including an invoice, please contact Richard Mullett on 0208 255 1914 or by e-mail Richard.Mullett@TheLegalPartners.com or by post. We have a procedure in place which details how we handle complaints in our Terms of Business.

If you are not satisfied with our handling of the complaint then you can ask the Legal Ombudsman to consider the case.

The Legal Ombudsman's phone number is 0300 555 0333 or you can find out more information on the website at www.legalombudsman.org.uk.

Normally you would need to bring a complaint to the Legal Ombudsman within six months of receiving our final written response to your complaint.

If your complaint relates to our bill, then you may have the right to have the bill assessed under the Solicitors Act 1974.

Customer Identity Checks

We are required to comply with The Money Laundering, Terrorist Financing and Transfer of Funds Regulations 2017 law on money laundering.

This means that we need to obtain evidence of your identity (and occasionally of other parties) even where you are known personally to us.

Please provide scanned copies of 2 Directors' passports or driving licences and a utility bill less than 3 months old showing each of their home addresses (if this is a business client) or your own passport or your driving licence and a utility bill less than 3 months old showing your home address (for non-business clients) which we are required by the Solicitors Regulatory Authority to obtain from all clients under the above Money Laundering Regulations.

The copies should be certified by a UK accountant or lawyer.

We will verify your details against the originals at our first meeting.

Please bring them to the first meeting.

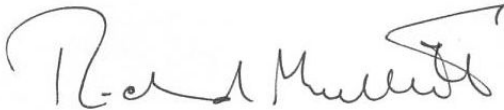
If you cannot provide us with the specific identification requested, please contact us as soon as possible to discuss other ways to verify your identity. We may ask you to update these records from time to time.

Please read this letter and our enclosed Terms of Business and confirm your agreement by signing and returning the duplicate of this letter and the Terms of Business to me.

It is important that you read the Terms of Business carefully as it contains information about our responsibilities and liability to you as well as your responsibilities to us.

I and The Legal Partners team look forward to working with you.

Yours sincerely,



Richard Mullett
Director & Solicitor

Executed as a deed in the presence of:



Signature of Witness

Name of Witness: Philippa Mullett

Address of Witness:

Parkshot House

5 Kew Road

Richmond

Surrey

TW9 2PR

Occupation of Witness: Marketing Director and Legal Trainee CILEx Employment law & Practice

Client agreement and confirmation

[Client Name] Limited hereby agrees to the conditions set out in this letter and the accompanying Terms of Business and confirm receipt of the privacy notice set out at paragraph 22 in those Terms of Business.

Signed and delivered as a Deed by:

Signed: _____

Name:

Title: Director

Date: 2019

In the presence of:

.....
Signature of Witness

.....
Name of Witness

.....

.....
Address of Witness

.....
Occupation of Witness

[Guarantor Name] hereby agrees to the terms of this letter and the Terms of Business and accepts the guarantee in paragraph 20 of the attached Terms of Business and hereby jointly and severally guarantees the payment of any fees in the event that the [Client Name] Limited does not pay any amounts due and owing to The Legal Partners.

.....
Signature

Address:

In the presence of:

.....
Signature of Witness

.....
Name of Witness

.....

.....
Address of Witness

.....
Occupation of Witness

Date: 2019

Terms of Business

for

Legal Services

provided by

The Legal Partners

The
LEGAL
PARTNERS

The Legal Partners Limited
Parkshot House
5 Kew Road
Richmond
Surrey TW9 2PR

www.TheLegalPartners.com
+44 (0)20 3755 5288

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Client Care Terms of Business

Please read carefully the Terms of Business set out below. By becoming a client of The Legal Partners Limited and instructing us verbally, in writing or by e-mail the client set out below (“You”) agree to accept these terms of business.

On the last page, please sign and date these Terms of Business and return them as a scanned document to Richard.Mullett@TheLegalPartners.com.

When you return them you will need to send us a scanned copy of 2 Directors’ passports and a driving licence or a utility bill less than 3 months old showing each of their home addresses (if this is a business client) or your own passport and your driving licence or a utility bill less than 3 months old showing your home address which we are required by the Solicitors Regulatory Authority to obtain from all clients under the Money Laundering Regulations. We will verify your details against the originals at our first meeting. Please bring them to the first meeting.

1. INTRODUCTION AND DEFINITIONS

These Terms of Business (“Terms”) govern the legal advice and services which You engage us to provide. They also include information which the Solicitors Regulatory Authority requires us to provide at the outset of our business relationship. Any covering letter or e-mail sent with these Terms together form the contract with You. This contract will be concluded:

- When You confirm that the provisions of these Terms of Business are agreed; or
- When You give us any specific instructions to act on Your behalf, request advice from us, or after You have received any covering letter or e-mail with these Terms and You have raised no objections to their provisions within 5 business days. By instructing us, You will be deemed to have accepted these Terms.

Our role is to provide legal advice on matters of current English law only and not to advise on:

- the laws of any jurisdiction other than England and Wales, or
- taxes or duties (including stamp duty), or
- financial matters, or
- commercial issues, or
- to question your commercial or financial objectives.

In these Terms of Business “Outstanding Amounts” means any fees, expenses and VAT outstanding and payable by You plus late payment interest and costs at any time.

2. SCOPE AND YOUR INSTRUCTIONS

The scope of our work is to advise you for the project outline in the email or client engagement letter sent with these terms of business and any other projects you ask us to advise on.

If You instruct us in relation to issues that fall outside the range of advice that is normally given by Richard Mullett or other named individuals advising You at The Legal Partners, we may refer You to other lawyers at other law firms who can assist You, subject to your agreement.

Sometimes we ask other companies or people to do certain work on our files, such as typing, photocopying, file auditing or other work to ensure this is done promptly and as may be required. We will always seek a confidentiality agreement with these outsourced providers. If You do not want such aspects of Your file to be outsourced, please tell us as soon as possible.

In order to carry out our services in a prompt, effective and professional manner, we shall require Your full co-operation and assistance throughout the duration of our engagement. This means that we expect to receive clear, timely and accurate instructions from You and to be provided with documents promptly upon request.

3. OUR FEES

Our fees are set out below:

Our hourly rate:

- for our experienced business & employment lawyers Richard Mullett, Nicholas Eldred and Abigail Oprey is £350 per hour
- for our experienced HR Mediator Partner Shân Veillard-Thomas and Philippa Mullett (Marketing Director and Legal Trainee CILEx Employment law & Practice) is £175 per hour

Our fees are subject to Value Added Tax (VAT) where applicable.

Our fees are usually based on the time we spend dealing with your matter but may also be calculated by reference to other criteria, such as the skill and specialised knowledge that may have been required and the degree of urgency.

Time is recorded in six minute units (1/10th of an hour) and any advice given for less than a six minute unit whether by phone or e-mail will be charged at the full 6 minute unit rate. Unless we agree to the contrary, any time spent by our lawyers in travelling or in waiting to attend any meetings shall be calculated with reference to the hourly rates of the lawyers in question.

You will provide us with all relevant information in this respect. If Your information proves to be incorrect, You shall reimburse us on demand for any interest, penalties or legal costs which we incur as a result.

Our fees are payable irrespective of whether a matter proceeds to completion or is successful.

We will keep You updated about fees as the matter progresses, in particular, we will tell You how much the fees are each month and provide any estimates which you need. We will explain to you any changed circumstances which will or are likely to affect the amount of costs, the degree of risk involved and the cost-benefit (based on our knowledge of your matter only) to You of continuing with your matter.

Estimates and quotations are generally based upon Your initial description of the matter in question and upon any documentation that You might have given us to consider. Such information may not be sufficient to give an estimate or quotation, particularly if documentation needs to be prepared or negotiated, or if any complicated legal points are involved. We will inform You when it appears that a cost estimate or agreed limit may be exceeded.

If You instruct us in relation to issues that fall outside the range of advice that is normally given by Richard Mullett or other named individuals advising You at The Legal Partners, we may refer You to other lawyers at other law firms who can assist You, subject to your agreement.

Our hourly charge-out rates may be varied from time to time and are normally reviewed each March.

Unless we specifically advise to the contrary, all estimates and quotations are exclusive of VAT, disbursements and other costs.

We will not hold money in a Client Account on your behalf for significant issues such as conveyancing (which is a service we do not provide) but we do hold disbursements to pay to third parties eg barristers and registration fees so we can pay them on your behalf. We do not accept cash or credit card payments.

Subject to the circumstances set out in this policy, if we hold money for You in our general client account, we will pay You a gross sum in lieu of interest.

If we hold money for You in a separate designated client account on your behalf we will account to You for all the interest earned on such an account.

Interest will not be paid to You in the following circumstances:

- if the amount calculated is £20 or less;
- on money held for payment of a professional disbursement and counsel has requested a delay in settlement;
- on any advance from us to You into our general client account to fund a payment on your behalf;
- other than as may be required by the rules of professional practice; or
- if there is an agreement between us to contract out of the payment of interest.

We will calculate the interest and pay it to You when your matter has been concluded or unless as otherwise requested.

If any money is held on your behalf for a fixed term over a long period of time (eg rent deposit) we will calculate and pay interest quarterly or as agreed with You and any other third parties where applicable.

In calculating interest we apply a rate that we believe reflects the market rate of interest paid on an instant access current account offered by our bank, HSBC Bank PLC, over the period

that interest is due.

We review our interest rates quarterly and also whenever the Bank of England changes its Bank Rate.

For funds that are to be held by us in a separate designated client account we will always negotiate with our bank to endeavour to obtain the best available interest rate.

In determining the period that interest is to be calculated, we look at the following:

- the period between the date when the relevant funds received by us clear our account;
- if we send funds electronically, the date when the funds are sent; or
- if we send funds by cheque, five days after a cheque is raised.

Interest on funds held in our general client account is paid without any deduction of tax (unless you are resident overseas as noted below). It is therefore your responsibility to inform HMRC of any amounts of interest you receive from us.

When funds are held in a separate designated client account, interest is usually paid net of tax unless you have signed a declaration confirming your entitlement to receive bank interest gross.

The European Savings Directive regulations 2003/48/EC requires us to inform HMRC of payments of interest to relevant payees and residual entities in prescribed territories.

Where you reside outside the UK and EU, we are required to deduct income tax at the current basic rate and account for this interest to HMRC directly and pay you the net amount.

4. EXPENSES AND DISBURSEMENTS

In addition to our fees, we charge at cost for any third party costs (such as bulk photocopying and document binding, faxes, reasonable travel (including in the case of car travel, mileage at 50 per mile), any phone calls You require us to make, disbursements, barrister or counsel's fees, parking, trade mark search and application fees, meeting room costs, companies house fees, company formation costs and courier costs) which we incur when acting for You. VAT will be charged where appropriate.

5. INVOICES

The Legal Partners invoice on the earlier of:

1 the end of each month in which advice is given; or

2 at the end of the project if that occurs before the month end.

All invoices are payable on 7 day terms.

You are required to settle our invoices by electronic bank transfer.

We will charge interest on unpaid bills at 8% over Bank of England base rate together with debt recovery costs and reasonable legal fees as permitted under the Late Payment of Commercial Debts (Interest) Act 1998 from the date of our invoice. Our invoices will be payable by You regardless of the outcome of the matter on which we have been instructed.

We have the right to suspend work on any matters on which You have asked us to act, or to cancel these Terms of Business on giving You immediate written notice if You do not pay our fees and/or there are any Outstanding Amounts owing.

Where we are acting for You in a matter before a Court or Tribunal we have the right to apply to that Court or Tribunal to be taken off the record as Your lawyers in relation to any legal matter in which we are representing You on giving You 7 days written notice.

Our VAT number is 835 6557 00.

6. COMPLAINTS

We want to give you the best possible service. However, if at any point you become unhappy or concerned about the service The Legal Partners have provided then you should inform us immediately, so that we can do our best to resolve the problem.

If you feel that we have failed to achieve an acceptable standard of service we want you to tell us. We regard it as an opportunity to monitor and improve our quality of service. We will investigate your concerns objectively and try to generate a positive and speedy solution.

If you have a complaint you should address it to Richard Mullett who will discuss your concerns and try and resolve it with you within 14 days. We will acknowledge any complaint you make within 2- 3 working days.

If the matter is complex and it takes longer to deal with your complaint, we will contact you within those 14 days to give you an approximate timescale of when you can expect a response. If we believe it would be helpful, we may suggest a meeting or phone call to try and resolve your complaint.

If you would like to make a formal complaint, then you can follow this process above. Making a complaint will not affect how we handle your case.

An alternative is to apply to the Court for an assessment of our charges under Part III of the Solicitors Act 1974.

The Solicitors Regulation Authority can help you if you are concerned about our behaviour. This could be for things like dishonesty, taking or losing your money or treating you unfairly because of your age, a disability or other characteristic.

You can raise your concerns with the Solicitors Regulation Authority.

What do to if we cannot resolve your complaint.

The Legal Ombudsman can help you if we are unable to resolve your complaint ourselves. They will look at your complaint independently and it will not affect how we handle your case.

Before accepting a complaint for investigation, the Legal Ombudsman will check that you have tried to resolve your complaint with us first. If you have, then you must take your complaint to the Legal Ombudsman:

- Within six months of receiving a final response to your complaint, and
- No more than six years from the date of act/omission; or
- No more than three years from when you should reasonably have known there was cause for complaint.

If you would like more information about the Legal Ombudsman, please contact them.

Contact details

Visit: www.legalombudsman.org.uk

Call: 0300 555 0333 between 9am to 5pm.

Email: enquiries@legalombudsman.org.uk

Legal Ombudsman PO Box 6806, Wolverhampton, WV1 9WJ

The LeO website includes a useful sample letter and information about complaints.

In addition to the LeO, several other complaints bodies exist which are also able to deal with complaints about legal services – these are: Ombudsman Services, ProMediate, Small Claims Mediation (for claims in the County Court) and the European Online Dispute Resolution platform.

Information about these alternatives can be found at:

- www.ombudsman-services.org
- www.promediate.co.uk
- ec.europa.eu/consumers/odr/

7. COOLING OFF RIGHTS

Where we have not met with You in person and you are a consumer client, the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 may apply to your matter, giving You the statutory rights to terminate the Contract within a cooling off period of 14 days beginning with the day after the Contract was concluded. The Regulations also say that we should complete our work within 30 days of the day after You asked us to work for You, unless otherwise agreed. In this respect, subject to any contrary term in the covering letter, our agreement with You is on the basis that we shall not be required to meet the 30 day deadline, where our services generally require more time to complete. If these Regulations apply to our contract with you because you are a consumer client and we have set out below a Notice setting out your rights to cancel.

Model Cancellation Form

To; The Legal Partners Limited:

I/We* hereby give notice that I cancel my/our* contract with The Legal Partners Limited entered into on [] when I counter-signed the client care letter (including the Terms of Business) for the legal service to be supplied.

Name of consumer(s):

Address of consumer(s):

Signature of consumer(s):

Date:

* Delete as appropriate

Cancellation Rights Notice

Where cancellation rights apply in accordance with our Terms of Business, we will not start work for a period of 14 days from the day of the 'conclusion of the contract' unless you expressly ask us to. This is because there are Regulations in force that now prevent us from doing so. If you would like our service to start within 14 days of the day of the conclusion of the contract please tick the box below to confirm your instructions, sign and date this Form of Acceptance and return a copy to us.

I wish to provide the following instructions:

Please start work on my matter straightaway. I understand that by instructing the firm to start work before the 14 day (no obligation) cancellation period expires, I will become liable for any costs and expenses incurred during this time. I accept that this liability exists if I then choose to cancel this contract. I also understand that where, on my instruction, the full service agreed has been performed within the cancellation period, my cancellation rights will cease to exist in accordance with the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013, as set out in the 'Cancellation Rights' and 'Cancellation Notice' clauses of the firm's Terms of Business.

Signed: _____

Signed: _____

Date: _____

Date: _____

8. PAYMENTS ON ACCOUNT

If significant disbursements are to be incurred, it is our practice to ask You to let us have an appropriate sum of money on account so that we are in a position to settle such disbursements promptly. In certain circumstances, we may also require You to make a reasonable payment on account of our costs.

9. CLIENT CARE

Your client relationship director is Richard Mullett (or the lawyer who is indicated as having responsibility for You) who has overall responsibility for our services to You. If You have any problem with our services, please contact our Director, Richard Mullett as soon as possible. We are anxious to provide You with the best possible service and to deal both promptly and sympathetically with any problems that may arise. We are regulated by the Solicitors Regulatory Authority so if for any reason we are unable to resolve the problem between us, You have recourse to the Solicitors Regulatory Authority's complaints and redress scheme.

You can access these rules at the following email address:

<http://www.sra.org.uk/solicitors/handbook/welcome.page>.

10. CHANGES IN PERSONNEL

Every effort will be made to ensure that all directors, solicitors, legal assistants and staff handling your affairs are in place for the duration of the Engagement. Occasionally situations may arise

which make this impossible. If that occurs all reasonable steps will be taken to ensure continuity. Where changes are required we will notify You promptly of this and agree the change (such agreement not to unreasonably withheld or delayed by either You or us).

11. DRAFT DOCUMENTS

You will be responsible for reading draft documents (in particular final drafts) which we prepare for You, for reviewing all tax, commercial and financial terms contained in them and notifying us if your commercial objectives are not accurately represented in the drafting. Where you sign agreements we have provided for You or the Company you are employed by and/or of which you are a director or shareholder does so, You warrant and represent that You agree with the wording and they reflect your requirements and understanding of the transaction.

12. MONEY LAUNDERING

In order to comply with the The Money Laundering, Terrorist Financing and Transfer of Funds Regulations 2017 and to satisfy our procedures for taking on new clients, we need to obtain evidence of your identity. We are not able to start work for You before we receive this evidence. We will cease to act in the event that You do not provide satisfactory evidence of identity within two weeks of our requesting that evidence should we need to do so during the course of the our advising you. Satisfactory evidence is usually:

- (a) a copy of your current passport, and
- (b) a current utility bill (submitted to You in the last 3 months and showing your current residential address) or your driving licence again showing your current residential address.

In the case of a company, partnership or other body we will need evidence from two directors or persons responsible for running the organization.

13. E-MAIL AND OFFICE FACILITIES

In accordance with normal business practice, and unless You direct otherwise, we may communicate by e-mail with You and other parties and may act on information received by e-mail. We will not be responsible for any loss arising from no delivery or interception of e-mails or from acting on false e-mails.

If we are providing legal advice from your offices You will make available sufficient desk space, suitable internet and e-mail addresses (including if necessary our member of staff's name at the Company's e-mail address) and telephone facilities for any time when any member of staff needs to work from your offices.

14. PUBLICITY

If we wish to name You as a client and/or to publicise our involvement in your transactions once they have completed we will ask for your prior written consent. We are always careful to ensure, however, that this would not be likely to prejudice your interests. Please let us know if You have any objections to this practice.

15. STORAGE OF DOCUMENTS AND LIEN

We normally retain files in only electronic form for a period of 7 years but will then destroy them unless you instruct us otherwise for example because it is a project you may want us to advise about or a similar project in the future. Additional storage charges apply for paper storage which we need to agree in advance before we agree to store paper copies on your behalf. You recognise that we are entitled under law to a lien over your documents held by us which means that we may not be obliged to return them to You until you have settled all relevant fees and expenses (plus VAT if applicable) in full and any late payment interest and recovery costs. You are entitled to a copy of your file on payment of an agreed charge depending upon the amount of information required. If you need a copy of any personal data in accordance with Data Protection law and practice (for example as a subject access request) we will provide that information in accordance with the timescales and charges set out in that legislation.

16. CONFIDENTIALITY

We are under a professional and legal obligation to keep your affairs confidential. We will keep all information given by You to us strictly confidential except where we are required to disclose such information by law, court or arbitration proceedings, professional duty or as requested by regulatory or governmental authorities (including but without limitation the Solicitors Regulatory Authority, HM Revenue and Customs, to comply with laws about anti-money-laundering, disclosure of the proceeds of crime and anti-terrorist financing) or our insurers. You agree to keep similarly the advice we give You confidential and no person except You may rely on or use our advice. This obligation is however subject to a statutory exception: all UK law firms are subject to reporting, disclosure and other requirements imposed by the UK regulators or laws, such as concerns about breaches of the law. These requirements can override our usual duty of confidentiality to You. We are not permitted to inform anyone of the fact that we have made a report. In addition, these requirements may oblige us to ask You to provide us with information that may be relevant for legal or regulatory purposes at any time. Any failure by You to provide any information of this sort shall entitle us to cancel this Contract on giving immediate written notice to You. We are required by The Money Laundering, Terrorist Financing and Transfer of Funds Regulations 2017 to make a disclosure to the National Crime Agency where we know or suspect that a transaction may involve money laundering or terrorist financing. If we make a disclosure in relation to your matter, we are not able to tell You that a disclosure has been made and we may have to stop working on your matter for a period of time and may not be able to tell You why.

We store our emails and documents in “Cloud” based storage servers. Accordingly you agree that this storage is permitted and your information is stored in accordance with paragraph 15 “Storage of documents and Lien”.

17. CONFLICTS OF INTEREST

In certain circumstances, a conflict may arise which, under our professional rules, might prevent us from continuing to act for you or to act for another person. We will advise you if we think there may be a conflict and then discuss with you the appropriate means of dealing with it. It may be in the circumstances we would be unable to continue to act either for you or for the other person involved.

We have the following rights to cancel this contract on giving immediate written notice:

- If our own interests conflict with yours; or

- If a conflict of interests arises between You and any of our other clients in relation to the same or related matters, or there is a significant risk that this might happen; or
- If any instructions You give us conflict with our professional duties or obligations as solicitors.

18. INSURANCE AND LIMITATION OF LIABILITY

The Legal Partners Limited has £3m of professional indemnity insurance arranged with which is hereby disclosed for the purposes of the Provision of Service Regulations 2009. The period of insurance is from 1st April 2019 to 31 March 2020 and we renew it each year.

Argo Syndicate 1200 @ Lloyd's of London, ArgoGlobal SE, Neon Syndicate 2468 @ Lloyd's of London, AEGIS Syndicate 1225 @ Lloyd's of London and Atrium Syndicate 609 @ Lloyd's of London organised by Maven Underwriters which is a trading name of Aon UK Limited.

The insurer's address is:

Argo Syndicate 1200 @ Lloyd's of London
Exchequer Court,
33 St Mary's Axe,
London,
EC3A 8AA.

The policy number is: PISRMV010918

The insurance covers The Legal Partners for giving English law only legal advice. Our insurance is renewed every 1st October.

Our liability to You whether in contract, tort (including negligence) or otherwise, in respect of:

- all claims and losses resulting from one act, error or omission;
- all claims and losses arising from a series of related acts errors or omissions; or
- all claims and losses resulting from a series of acts, errors or omissions arising out of or attributable to the same originating cause, source or event, or;
- all claims arising from the same or similar act, error or omission in a series of related matters or transactions;

is in each case limited to a maximum amount of £3,000,000 (three million pounds).

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 revenue, profits or opportunities.

In certain situations, there may be a risk that we will be prejudiced as a result of your arrangements with other advisers to limit their liability to you or as a result of their legal or financial status. This could arise because we are one of several professionals advising You. If this occurs in circumstances where we would otherwise be jointly and severally liable with those other advisers for a claim, our position is not to be adversely affected by the limitation of those other advisers' potential liability or their legal or financial status. Our liability shall in these circumstances be limited to that proportion only of your actual loss which was directly caused by us up to the £3m overall limit.

We shall not be liable to You for any failure to provide our services caused by matters beyond our reasonable control.

If we should recommend the services of anyone to You such as accountants, surveyors, trade mark and patent agents, foreign lawyers or anyone else, we shall do so in good faith and this shall be the sole extent of our liability with regard to the recommendation in question. We may be paid a referral commission by them. If the third party is not regulated by the SRA the client will not benefit from the SRA Compensation Fund.

In no event shall The Legal Partners Limited, its directors, officers, secretary, solicitors, consultants or employees be liable for any loss, damage, cost or expense arising in any way from or in connection with the provision of 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, any dishonest or deliberate or reckless misstatement, concealment or other conduct on the part of any other person. No claims will be brought by You against the directors, officers, secretary, solicitors, employees or consultants of The Legal Partners personally for any losses You incur.

These Terms of Business do not exclude or restrict our liability for fraud or dishonesty to the extent that we cannot do so by law. We do not limit our liability for death or personal injury resulting from our negligence.

19 SERVICES

Legal advice and services are given and duties are owed solely by The Legal Partners Limited and not by any one or more individuals or employees.

20. GUARANTEE

The guarantee set out below applies to the services we provide to your business.

In this clause 20, "You" means the directors and/or shareholders who have given us instructions and received our advice and signed on the last page of the Terms of Business.

In consideration of The Legal Partners providing the legal advice to You, your company [] Ltd and the payment by us of £1 to you (receipt of which is hereby acknowledged by You) and your company [] Ltd and you and us entering into these Terms of Business, You at the request of [] Ltd (the "Company") personally unconditionally and irrevocably guarantee as a primary obligation to The Legal Partners and its successors, transferees and assigns the due and punctual performance and observance by You of all your Company's obligations to us. If the Company defaults in the payment when due of any Outstanding Amount it is obliged to pay to us, You shall, immediately on demand by us, unconditionally pay that amount to us.

As an independent and primary obligation and without prejudice to the above paragraph, You unconditionally and irrevocably agree to indemnify and keep indemnified us from and against all and any losses, costs, claims, liabilities, damages, demands and expenses suffered or incurred by us arising from the failure of you to comply with any of its obligations or discharge any of its liabilities to us (including non-payment of any Outstanding Amount) or through any of the guaranteed obligations becoming unenforceable, invalid or illegal (on any grounds, whether known to You or not).

This guarantee is a continuing guarantee and shall extend to the ultimate balance of sums payable by You or [] Ltd, regardless of any intermediate payment or discharge in whole or

in part. It shall not be affected by any act, omission, matter or thing which, but for this paragraph, would reduce, release or prejudice any of the obligations You have under this paragraph 20.

If any payment by You or any discharge given You is avoided or reduced as a result of insolvency, bankruptcy or any similar event, the liability of You and your business or the Company shall continue as if the payment, discharge, avoidance or reduction had not occurred and we shall be entitled to recover the value or amount of that security or payment. You waive any right You may have of first requiring us (or any trustee or agent on our behalf) to proceed against or enforce any other rights or security or claim payment from any person before claiming from You under this paragraph 20.

21. NON – SOLICITATION

You agree not to:

- (i) offer either directly or indirectly employment to any Personnel of The Legal Partners Limited (whether directors, employees, associates, contractors, consultants, lawyers, legal assistants or other officers) working on any engagement with You (each defined as "Personnel") or induce or solicit any such Personnel to take up employment with You or any other person or supply services to You or any other person; or
- (ii) use either directly or indirectly the services of any Personnel or any sub-contractor either independently or via a third party working for us,

in each case during this engagement or for a period of 6 months following the end of any involvement by such Personnel in legal services provided by us to You.

If:

- (a) You break the terms of the above paragraph and employ any Personnel or hire or engage services from any Personnel (without our prior written consent); or
- (b) if the Transfer of Undertakings (Protection of Employment) Regulations 2006 apply to the transfer of any of our Personnel to You,

we reserve the right to charge You (by way of liquidated damages as a genuine pre-estimate of our losses) a fee:

- (i) for a replacement employee equal to 6 month's gross salary and benefits for that replacement employee; or
- (ii) a fee for a replacement contractor equal to 6 month fees payable for that replacement contractor

plus in each case the recruitment costs of any replacement person for that member of Personnel. These fees represent the costs of rehiring, training and paying for a replacement person and the necessary lead in time while the new person becomes efficient and productive in The Legal Partners.

22. DATA PROTECTION & PRIVACY

Our use of your information is subject to your instructions, the Data Protection Act 2018 (DPA) (including the EU General Data Protection Regulation) and our duty of confidentiality. Therefore, we keep information passed to us confidential and will not disclose it to third parties except as authorised by you or required by law. However, if on your instruction, we are working with other professional service providers (such as barristers or other professional advisors) we will share

your information to the extent that it is necessary. By signing our client care letter you agree for us to do so.

The professional advisors and barristers that we use are listed in the Client Care letter for your project or will be as agreed during advising You on your Project:

The firm is the data controller (for the purposes of the DPA of personal data that you provide to us). This means that the firm has a duty to comply with the provisions of the DPA when processing your personal data. The firm has appointed Philippa Mullett as its Data Privacy Manager for our Data Protection purposes.

We collect and use the information you provide primarily for the provision of legal services to you and for related purposes including (but not limited to):

- contact details for You or individuals in your organisation;
- to identify You as a client of this firm;
- to confirm any information You have given us and to keep your records up to date;
- to provide You with legal services;
- to process any payments from You, and to send You any payments;
- for review and analysis in connection with the management of our practice or for legal and regulatory compliance and for producing statistics and other information relating to our business, including statutory returns, providing this shall not identify You personally,
- updating client records, crime prevention and legal and regulatory compliance;
- updating and enhancing client records;
- contacting you to give you legal updates and articles and invites to our seminars.

Our privacy policy is stated at <http://www.thelegalpartners.com/privacy-policy>.

If you are an individual, you have rights under the DPA. These rights are:

- **The right to be informed** – This is your right to be informed that your personal data will be used in accordance with this Client Care Letter and our privacy policy so we can supply our services to you and contact you to give you legal updates and articles and invites to our seminars.
- **The right of access** - To request a 'subject access request' (SAR) please email the supervisor of your matter or our Data Privacy Manager Philippa Mullett at Philippa.Mullett@TheLegalPartners.com with the details of your matter and the data to which you want to have access. Where it is possible to do so we will seek to provide you with the data requested in your subject access request within 30 days.
- **The right to rectification** - Please contact the supervisor of your matter or our Data Privacy Manager to rectify any information that we hold. In some cases, we may ask to see proof of this change of data for example bank details or address details.
- **The right to erase** - To request to erase any data that we hold on you please contact your supervisor or the Data Privacy Manager. Please also bear in mind if we are in the middle of a matter this may affect our capability to act for you. If this is the case, we will discuss this with you.
- **The right to restrict processing** - To request a restriction of processing please notify your supervisor or our Data Privacy Manager who will contact you to discuss the requirements of your requested restriction. Please bear in mind that some restrictions

may prevent us from acting on your behalf. If this is the case, we will discuss this with you.

- **The right to data portability** - To request this please contact your supervisor or the Data Privacy Manager who will discuss the format you would like your data in when you make a SAR.
- **The right to object** - If you wish to object to any processing (which is irrelevant if consent has been provided previously) please contact the supervisor of your matter or the Data Privacy Manager who will discuss your needs with you and action your request. Please bear in mind that, depending on the extent of the request, Your request may prevent us from acting on your matter.
- **Rights in relation to automated decision making and profiling** – You have certain rights if this is happening but The Legal Partners do not conduct any automated decision making or profiling.

These rights are absolute however there are some cases where our legal obligation overrides data subject rights. (For example, keeping data for anti-money laundering purposes, notifying the National Crime Agency of any money laundering suspicions without notifying you).

We retain data as needed under the DPA. We will only retain your personal information for as long as necessary to fulfil the purposes we collected it for, including for the purposes of satisfying any legal, accounting, or reporting requirements. This period is 7 years or 12 years if your matter involved any documents which are signed as a deed unless we are required by law or any Governmental or regulatory body to keep the data for longer. To determine the appropriate retention period for personal data, we consider the amount, nature, and sensitivity of the personal data, the potential risk of harm from unauthorised use or disclosure of your personal data, the purposes for which we process your personal data and whether we can achieve those purposes through other means, and the applicable legal requirements.

In some circumstances we may anonymise your personal information so that it can no longer be associated with you, in which case we may use such information without further notice to you.

Should you have any queries concerning these rights, please contact our Data Privacy Manager Philippa Mullett at Philippa.Mullett@TheLegalPartners.com.

23. REGULATION AND FINANCIAL SERVICES

We are regulated by the Solicitors Regulation Authority (SRA) whose professional rules apply to us. The Legal Partners Limited is not authorised under the Financial Services and Markets Act 2000 or other financial services legislation and we do not give any investment advice. It is not part of our role to give advice on the merits of investment transactions nor to act as broker or arranger of such transactions. No communication by us is intended to be, or should be construed as, an invitation or inducement (direct or indirect) to You or any other person to engage in investment activity, and it is not part of our role to communicate invitations or inducements to engage in investment activity on your behalf or on behalf of any other person.

24. TERMINATION

You may immediately terminate the Contract in writing at any time if You wish us to stop acting for You unless we have agreed otherwise. We may also cancel the Contract:

- If we have good reason to do so on giving you reasonable written notice; or
- If we believe there are circumstances that justify an immediate cessation of the work that we are doing for You; or
- In the circumstances where your ID cannot be provided or invoices are not paid or you do not comply with these Terms of Business.

Circumstances that might justify our ceasing to act for You would include a non-payment of any of our invoices or if there are any Outstanding Amounts, your failure to make any payment on account or to settle any disbursements or costs which we have requested, or your failure to give us the instructions that we might reasonably expect in relation to your matter(s).

In the event that we cancel these Terms and cease acting for You, we shall be entitled to charge You a fee for all the time spent by us up to cancellation, and all the disbursements and costs we have incurred or may be liable for up to that point in time. If it is not possible to calculate our fee with reference to a quotation that we have given, our fee shall be calculated on the basis of our hourly rates.

25. 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.

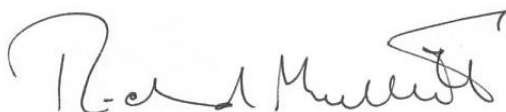
26. MISCELLANEOUS

These Terms of Business may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement.

You can send to us the executed signature page of a counterpart of this agreement by email (in PDF, JPEG or other agreed format) which shall take effect as delivery of an executed counterpart of this agreement. You and we shall, on request, provide each other with the original of such counterpart as soon as reasonably possible thereafter.

Our relationship will be exclusively governed by, and construed in accordance with, the laws of England and Wales, whose courts shall have exclusive jurisdiction in any dispute (but subject to our right to commence and pursue proceedings in any other jurisdiction).

No part of these Terms of Business shall confer any rights or other benefits on any third parties (whether under the Contracts (Rights of Third Parties) Act 1999 or otherwise) it is agreed that fees, expenses and VAT shall be payable in certain circumstances by third parties.



The Legal Partners Limited

[] 2019