

**Adams & Remers LLP
Terms Of Business**

Part 1

1 Who we are

- 1.1 Adams & Remers LLP is a limited liability partnership ("LLP") registered in England & Wales, registration number **OC351800**. Our registered office is Trinity House, School Hill, Lewes, East Sussex, BN7 2NN.
- 1.2 Adams & Remers LLP provides legal services in England & Wales and is authorised and regulated by the Solicitors Regulation Authority number 525523. The firm is subject to the SRA Code of Conduct, which can be viewed at: <http://www.sra.org.uk/solicitors/handbook/code/>
- 1.3 We maintain professional indemnity insurance in accordance with the rules of the Solicitors Regulation Authority. Details of our insurers and the territorial coverage of our policy are available for inspection at our offices.
- 1.4 Our VAT registration number is: **GB 190 1257 81**.

2 Our Contract

- 2.1 The Terms, as supplemented by any Engagement Letter apply to each matter in relation to which we provide services to you. The Terms set out the basis on which we will provide and charge for those services.
- 2.2 In the event of any conflict between the Terms and the relevant Engagement Letter, the Engagement Letter will prevail.
- 2.3 The Terms will apply to all future instructions you give us and may only be varied with the written approval of a partner of Adams & Remers LLP.
- 2.4 Your continuing instructions will amount to your acceptance of the Terms.

3 Personnel

- 3.1 One partner in the firm will be appointed as your continuing Relationship Partner, with overall responsibility for all aspects of the firm's relationship with you.
- 3.2 Each matter will be assigned to a specific partner who will supervise any work done on your behalf. We will advise you of the name of that partner and, if different, the name and status of the fee earner with responsibility for the day-to-day conduct of your matter. We will keep you informed about the progress of the matter and the issues raised.

4 Evidence of Identity

- 4.1 We are required to operate anti-money laundering procedures in accordance with the Money Laundering Regulations 2007 (and any subsequent regulations that replace or amend them)("MLR").
- 4.2 Before accepting instructions, we will have to satisfy our obligations under the MLR as to obtaining evidence of our clients' identity (and, if you are acting as agent, the identity of your principal), which may involve requiring you to provide certain documents to us. We will let you know what forms of evidence (if any) we need from you.
- 4.3 Any delay on your part in providing the necessary evidence or any other information required under the MLR may delay or temporarily stop the progress of your matter. We shall not be responsible for any loss, damage or failure to complete your matter where it is caused by your failure to provide the evidence requested in a reasonable time frame taking into account the urgency of your instructions.
- 4.4 In order to comply with our statutory obligations, we may be required to disclose to the appropriate authorities information concerning any matter (and the parties involved) which could be said to give rise to a suspicion of money laundering without any notice to you. These obligations override the firm's duty of confidentiality to you.
- 4.5 Any fees, disbursements and expense which we incur in complying with the above will be charged to you. There may be circumstances in which we consider that it is necessary to make a disclosure to the appropriate authorities which it later turns out was not required. By instructing the firm, you agree that such reports can be made. We will not be liable for any loss, damage or expense (whether direct, consequential or otherwise) arising from any delay or otherwise as a result of making any such disclosures and ensuring compliance with our statutory obligations.

5 Your Responsibilities

- 5.1 We shall be entitled to assume that whoever gives us instructions to provide services (whether they are your employees or agents) has actual authority to do so and we shall be entitled to rely on any information provided to us by that person.
- 5.2 Where instructions are given on behalf of a company, LLP or other organisation we shall be entitled to assume that the Terms and relevant Engagement Letter have been brought to the attention of and approved by the directors of the company, the members of the LLP and in the case of any other organisation, the appropriate officers of that organisation.
- 5.3 It is vital that you provide us with all the relevant information and documents required to allow us to provide services to you and that all information provided is, to the best of your knowledge, complete, accurate and up to date, and is supplied as quickly as practicable. Please tell us of

any subsequent changes to the information provided, as well as about any further information which might be relevant.

- 5.4 Our ability to provide you with a good service is dependent upon you providing us with timely instructions, responding to our correspondence and taking any action required of you promptly, including providing any necessary funds when required to progress the matter.

6 Joint Clients

- 6.1 Where our client is a partnership or more than one individual person or entity, then each partner or individual or entity shall have joint and several liability under the Terms and the relevant Engagement Letter, including for the payment of our fees and other costs (notwithstanding any agreement which you have made with such partners, individuals or entities as to how you will share liability for such fees and other costs). This means that you and the partners, persons or entities in question are jointly and individually responsible for ensuring compliance with the Terms and the relevant Engagement Letter, including ensuring that our bill is paid, and we can pursue all or any one of you for the whole amount that is due to us.
- 6.2 Instructions are understood to be given to us for the purpose of each joint client. We will act on the instructions from any joint client unless you instruct us otherwise.
- 6.3 Each joint client irrevocably authorises us to disclose to any other of the joint clients at any time any information which we would otherwise be prohibited from so disclosing by virtue of our duty of confidentiality. If any joint client ends this authority during the provision of the relevant service, or if a conflict of interest arises between the joint clients, we may suspend or terminate the provision of the services related to that matter to one or more of the joint clients and such suspension or termination will be confirmed in writing to the relevant parties.

7 Communications

- 7.1 Please tell us if you have a preferred method of communication eg letter, telephone, email or fax. Unless you instruct us otherwise, we will use whatever method of communication appears appropriate in the circumstances.
- 7.2 All email messages sent to us should, if properly addressed, be received by the appropriate person within the firm who you are emailing. However, you should be aware of the following points:
- 7.2.1 the exchange of email messages may be subject to delays outside of our control;
- 7.2.2 the safe and timely delivery of email via the internet should not be assumed;
- 7.2.3 the confidentiality of email sent via the internet cannot be guaranteed.
- 7.3 Where communication is by email, unless you specifically instruct us otherwise, we shall not be required to encrypt or

password protect any email or attachment sent by us.

7.4 We shall not be responsible for any loss or damage arising from the delay of delivery of emails, or the unauthorised interception, redirection, copying or reading of emails, including any attachments.

7.5 We make reasonable attempts to exclude viruses and other defects from our email, electronic documents and computer discs that might affect hardware or software. You undertake to do likewise with any electronic communications you send to us.

7.6 We shall not have any liability to you or any related party in respect of any claim or loss arising in connection with any such virus or defect in any form of electronic communication sent by us or any computer disc provided by us, other than where such claim or loss arises from an act of bad faith or wilful default.

7.7 All communications with Adams & Remers LLP in the UK may be monitored in accordance with the Telecommunications (Lawful Business Practice) (Interception of Communications) Regulations 2000.

8 Confidentiality and Use of Information

8.1 We will keep confidential any information which we acquire about your business and affairs, but may disclose any such information:

8.1.1 with your consent;

8.1.2 to your other professional advisers;

8.1.3 to our auditors, external assessors or other advisors or to our insurers for the purposes of our professional indemnity insurance, (each of whom are required to maintain confidentiality in relation to your business and affairs);

8.1.4 if required to do so by law or other regulatory authority to which we are subject; and/or

8.1.5 to the extent that such information enters, or has entered, the public domain.

8.2 Where possible we will disclose to you all information which is material to your affairs and business regardless of the source of that information. However, we will not disclose to you any confidential information about the business and affairs of any other existing or former client, or any information in respect of which we owe a duty of confidentiality to a third party.

8.3 If at any time a third party requests access to documents held by us or asks to interview us in connection with the services we have provided to you, we may be required as a matter of law to comply with this request. We reserve the right to charge you for our costs in dealing with any such request, including the fees, disbursements and expenses involved in identifying relevant documents, attending interviews or making or defending any application in connection with the validity

of the request. Disbursements and expenses may include the fees of counsel or of third parties instructed by us in order to advise on issues connected with the request.

9 Conflicts of Interest

9.1 Our professional rules may mean that we have to stop acting for you if there is an actual (or significant risk of a) conflict between your interests and those of any other client or of ourselves.

9.2 We have procedures in place to ensure that conflict checks are carried out on every matter as soon as practicable. If an issue arises on any matter you instruct us on, it will be discussed with you and dealt with as soon as possible.

9.3 If at any time you become aware of an actual or potential conflict of interest, please raise it with us immediately.

9.4 Where our professional rules allow, you agree that after termination of our retainer, we may act or continue to act for another client in circumstances where we hold information which is confidential to you and material to the engagement with that other client. We will not, however, disclose your confidential information to that other client.

9.5 For the purposes of this clause 9:

9.5.1 our client is only the person or entity designated in the relevant Engagement Letter, and (in the case of a corporate body) does not include any of its affiliates (being any subsidiary, subsidiary undertaking or holding company of such body corporate and any subsidiary or subsidiary undertaking of any such holding company for the time being) or the directors, officers, employees or shareholders of the body corporate or any such affiliate and (in the case of a partnership) does not include any of its partners or members or the employees of the partnership ("Related Persons"); and

9.5.2 we may represent another client whose interests conflict (or potentially conflict) with those of any such Related Persons.

10 Exclusions and Limitation of Liability

10.1 Adams & Remers LLP alone will provide the services and your agreement is solely with Adams & Remers LLP. You agree that you will not bring any claim whether in contract, tort, negligence, for breach of statutory duty or otherwise against any service company owned or controlled by or on behalf of Adams & Remers LLP or any of the members of Adams & Remers LLP or against any member of, consultant to, or employee or agent of Adams & Remers LLP or of any service company owned or controlled by or on behalf of Adams & Remers LLP or any of the members of Adams & Remers LLP. Those service companies, members, employees, consultants and agents assume no personal liability for the provision of services and shall be entitled to rely on the Terms insofar as they limit or exclude their liability.

10.2 We shall not be responsible for any failure to provide services on any issue which falls outside the scope of our engagement and we shall have no responsibility to notify you of, or the consequences of, any event or change in the law (or its interpretation) which occurs after the date on which the relevant service is provided.

10.3 Where we instruct third parties on your behalf we are not responsible for any act or omission of any such third party.

10.4 We will not be responsible for any loss or damage to you resulting from inadequate, incomplete or erroneous information supplied by you or on your behalf which is required to provide the services under the Terms.

10.5 We shall not be liable for any indirect loss or damage or any loss of profit, income, anticipated savings, production or accruals arising in any circumstances whatsoever, whether in contract, tort, negligence, for breach of statutory duty or otherwise, and howsoever caused.

10.6 The liability of Adams & Remers LLP for any claim in contract, tort, negligence, for breach of statutory duty or otherwise, for any loss or damage, costs, expenses or any contractual or statutory interest howsoever caused arising out of or in connection with the services shall, in relation to each matter, be limited to the sum specified in the Engagement Letter or, if no sum is specified, the sum of £5 million sterling. For this purpose all claims in relation to a matter arising from the same act or omission or one series of related acts or omissions will be regarded as one claim.

10.7 If you start proceedings against us for loss or damage and there is another person (for example, another advisor) who is liable (or potentially liable) to you in respect of the same loss or damage, then you will (if we so request and subject to any legal prohibition against you doing so) join them into the proceedings.

10.8 Subject to any agreed limit on our liability, our liability to you shall be limited to such sum as it would be just and equitable for us to pay having regard to the extent of our responsibility for the loss or damage and the responsibilities of all other persons involved in the matter. You agree that our liability shall not be increased by:

10.8.1 any limitation, exclusion or restriction of liability you have agreed with any other person, or any joint insurance or coinsurance provision between you and any other person;

10.8.2 your inability to recover from any other person, or your decision not to recover from any other person.

10.9 Nothing in the Terms shall exclude or restrict our liability to you for fraudulent misrepresentation or in any other circumstances where our liability cannot be limited or excluded under any applicable law or regulation (including for negligence in contentious business, insofar as the Solicitors Act 1974 s 60(5) precludes the exclusion of such liability).

- 10.10 You agree that you have fully considered the provisions of this clause 10 and that they are reasonable in light of all the factors relating to the provision of services by us to you.
- 10.11 This clause 10 shall survive the termination of our retainer under these Terms.
- 11 Third Party Rights**
- 11.1 The services provided by us are for your benefit alone and solely for the purpose of the matters to which they relate. They may not be used or relied upon for any other purpose or by third parties. Our duty of care is owed to you as our client only and does not extend to any third party.
- 11.2 No person other than you, the client, may enforce the Terms by virtue of the Contracts (Rights of Third Parties) Act 1999.
- 12 Other Advisors**
- 12.1 If we are required to instruct other professional advisors including counsel, agents, experts and foreign lawyers, we will seek your consent before instructing them.
- 12.2 We will not be responsible for the accuracy or appropriateness of the advice given or work undertaken by those other advisors.
- 12.3 We do not provide services relating to the laws of any jurisdiction outside England and Wales and cannot be responsible for the accuracy or appropriateness of the advice given or the work undertaken by foreign lawyers.
- 13 Our Fees**
- 13.1 Our fees are normally based on the time spent dealing with a matter. Other factors may also be taken into account, for example, complexity, value, importance to the client, urgency and requirement to work outside normal hours where necessary. We reserve the right to add an uplift to our hourly rates to take account of these other factors.
- 13.2 Time spent will include meetings with you (and possibly other parties related to the matter); considering, preparing and working on papers; file opening and compliance procedures; attending court; legal research; correspondence (including emails); preparing attendance notes; making and receiving telephone calls; and preparing and providing copies of documents for you after completion of a matter. We record time in six minute units. Where applicable, our hourly rates are set out in the Engagement Letter and vary according to the level of seniority and expertise of each advisor. VAT will be added where applicable. Our hourly rates are normally reviewed annually but we reserve the right to alter rates at other times. You will be notified in writing of any changes to the hourly rates.
- 13.3 Where it is appropriate we may agree in the Engagement Letter to provide fixed or capped fee quotations based upon the instructions and information given by you and our view of the likely cost of providing the services. Where a fixed or capped fee quotation has been given this should be read subject to the specific terms of the Engagement Letter applying to that matter. In particular, fixed and capped fee quotations will be subject to review in accordance with the terms of the Engagement Letter and in any event if the nature of the services or the contemplated time scale changes materially as the matter proceeds.
- 13.4 Where our fee will be calculated by reference to time spent we will as far as practicable give you an estimate of the expected costs including fees, disbursements, expenses and any applicable VAT in the Engagement Letter. We will review the matter as it progresses and if there are changes to the estimate of costs we will update you on the revised estimate in writing.
- 13.5 Where it is not possible to give you an estimate we will give you the best information that is available regarding costs or if we cannot provide such information, the reason that we cannot do so.
- 14 Disbursements and Expenses**
- 14.1 Disbursements are costs we pay to third parties and other advisors on your behalf and may include the fees of counsel and other experts, court fees and search fees. In relation to all disbursements we will charge you only the fee or cost that has been charged to us. By instructing us, you are authorising us to incur such disbursements as we consider necessary, but we will consult you before incurring any significant disbursements.
- 14.2 Expenses are costs we make a separate charge for in addition to our fee. Expenses may include photocopying, printing, postages, bank transfer fees, travelling costs, and other similar costs for which we may charge, that are not part of our fee.
- 14.3 VAT will be added to disbursements and expenses where applicable.
- 15 Payments on Account**
- 15.1 We may require you to make a payment to us on account of fees, disbursements and expenses at any time and on more than one occasion. The receipt of any such payment on account may be a condition of acting, or continuing to act, for you. Our total bill may be higher than the amount you have paid on account.
- 15.2 Money paid on account which is not subsequently required for fees, disbursements, expenses and VAT where applicable, will be refunded to you.
- 16 Billing and VAT**
- 16.1 Unless otherwise agreed in the Engagement Letter, you must pay all bills in full on receipt. You must pay in sterling or in such other currency as may be agreed with us in writing.
- 16.2 In some areas of work, it is appropriate that the bill should be submitted upon completion of the matter. However, in most matters, we will (whilst the matter is in progress) send you an interim bill for our fees and expenses at the end of each month, or such other period as we agree with you in writing; and we will submit a final bill upon completion of the matter. There may be a delay in invoicing disbursements incurred on your behalf pending our receipt of the relevant invoices from suppliers, and our bills are not a final bill in relation to disbursements and expenses.
- 16.3 In the event of an unexpected delay in the completion of transactional work covered by a fixed fee, we reserve the right to request a payment on account to reflect the work actually carried out prior to the delay.
- 16.4 Bills will be addressed to the instructing client unless a third party has agreed to be responsible for paying our bills on your behalf. If this is the case you must inform us at the outset of the matter of the name and contact details of that third party. We will still address the bill to you but will mark the bill as being payable by the third party.
- 16.5 All fees, disbursements and expenses billed will have VAT added at the prevailing rate where appropriate.
- 16.6 You authorise us to deliver any bill by means of email. The provisions of clause 7 apply to all communications with you.
- 16.7 Unless agreed otherwise we will send you a monthly statement of account detailing every bill which remains unpaid. You may also be sent a reminder letter for all unpaid bills which are more than 14 days old.
- 17 Payment Terms and Lien**
- 17.1 Our bills are due for payment on receipt without any deduction, set-off or counterclaim.
- 17.2 If fees and disbursements are not paid when requested, we reserve the right to suspend or terminate the provision of further services (whether relating to the matter in question or any other matter we may be acting in on your behalf at that time) until payment is received.
- 17.3 If a bill (or part of a bill) remains unpaid for 30 days or more after the date of the invoice, then without limiting our remedies under Clauses 17.2 and 21.4, we reserve the right to charge interest on the outstanding amount at the rate of 3% per annum above the base rate of Barclays Bank plc from time to time, such interest accruing on a daily basis from the due date until the date of actual payment of the overdue amount (if before judgment) or until the date on which judgment is made, and (if applicable) thereafter at the statutory rate for judgment debts from time to time in force.
- 17.4 If a third party agrees to be responsible for payment of some or all of our fees, disbursements and expenses on your behalf, and payment is not made in accordance with the Terms, you will be responsible for paying to us any outstanding amount and interest due pursuant to clause 17.3.

- 17.5 If your account remains unpaid and we require to commence legal proceedings against you in order to recover the sums you owe us then we will be entitled to recover from you the legal costs that we incur in connection with those proceedings at our standard hourly rates, together with all disbursements (including fees of counsel and any other lawyers or agents engaged by us in our attempts to recover payment from you).
- 17.6 We do not under any circumstances accept payments in cash.
- 17.7 In relation to contentious matters where another party is ordered to pay your costs, please see "Part 2, Term 41, Costs", regarding your responsibilities and liabilities for payment.
- 17.8 In addition to our legal right (lien) to hold on to your papers and other assets in our possession until all sums outstanding to us are paid, we have a contractual right to do the same (whether in relation to the services for which payment has not been made or any other services being provided to you).
- 18 Costs Funding**
- 18.1 Where appropriate, we will discuss with you whether or not your costs may be covered by:
- 18.1.1 insurance or an employer/trade union scheme;
- 18.1.2 after the event insurance policies; or
- 18.1.3 conditional fee arrangements.
- 18.2 You should be aware, however, that these methods of own costs funding are not ordinarily undertaken by Adams & Remers LLP.
- 19 Client Money, Interest and Commission**
- 19.1 Where we receive money from you which is to be applied on your behalf (including payments on account), it will (unless agreed otherwise with you) be held in our general client account which is subject to the provisions of the SRA Account Rules ("SAR") which can be found at: <http://www.sra.org.uk>.
- 19.2 Our general client account is a business instant access account. Interest is calculated on the basis of the prevailing rate for 'Barclays Business Premium Accounts' from time to time (which can be found at www.barclays.co.uk). Client money is held in instant access accounts in accordance with the SAR so that your money is available immediately to facilitate the matter and/or to pay you. Consequently, the rates of interest we may pay you will not be as high as rates you might ordinarily achieve if you invested the funds in your own name.
- 19.3 Subject to the remaining provisions of this clause 19, interest is calculated on the balance(s) held over the whole period for which we held cleared funds for the relevant matter and such payments will be calculated and made at the end of the relevant matter.
- 19.4 We will not pay interest of £75 or less and we will not pay interest on money we retain after we have rendered a final bill to you, if the retention is made to cover unpaid expenses or disbursements.
- 19.5 Any amounts paid in respect of interest from Adams & Remers LLP are paid gross of any tax liability unless stated otherwise. It is your responsibility to declare sums so received for tax purposes.
- 19.6 Where practicable and upon request we may seek to place your funds in a higher rate bearing designated client account. In these circumstances we will require your prior written authority to open and place your funds in such an account. We reserve the right to charge you for the costs of transferring your funds between our general client account and any such designated account both on placing the funds on deposit and on uplifting the funds on closure.
- 19.7 We do not normally receive commission from building societies, insurance companies, stockbrokers or financial advisers but if we do, we will credit the amounts received against our fees or pay any commission we receive to you, unless we agree with you in writing that we may keep it.
- 19.8 As required by the SAR, where we hold money for you which is not held for any other purpose, we will take payment or part payment of any outstanding bill within 14 days of its date of delivery or other written notification of costs. You agree that we can retain monies against unbilled and unpaid disbursements.
- 19.9 Where we receive payment from you by debit or credit card to meet disbursements being paid on your behalf, we may charge an additional amount to cover the charges deducted on the card transaction to ensure we have sufficient client funds to meet your disbursements.
- 19.10 Subject always to the SAR we will not be responsible for any loss arising from the insolvency of any bank where client funds are held. If we make a claim under the Financial Services Compensation Scheme (FSCS) on your behalf in respect of money which we hold for you, you agree that we may give certain information about you to the FSCS to help them identify amounts to which you are entitled in our client account.
- 19.11 Where we make payment of money to you or to another person on your behalf, it will usually be made by cheque sent in the ordinary post or an electronic funds transfer. Whichever payment method is used, we do not accept responsibility or liability for any losses arising in respect of any interception, appropriation, misuse or delay in receipt. You authorise us to send any cheque in the ordinary post and, on posting, property and risk in the cheque will pass to you.
- 20 Papers and Documents**
- 20.1 We may retain all papers, documents and correspondence in our possession relating to your matters in electronic form, even if these were received by us in paper form and whether owned by you or us.
- 20.2 On completing the service provided, we will store our file of papers and electronic records on the matter for six years after the date of the final bill we send you for the matter. In some matters, primarily in relation to probate, taxation and property conveyancing, we may store the file for a longer period of time where appropriate. We reserve the right to destroy files without further reference to you in accordance with the foregoing timescale, after completion of a matter.
- 20.3 On completion of a matter and payment of any outstanding bills we shall return to you, on request, any documents lent to us by you for the purposes of the matter. Where we are acting for joint clients and one joint client asks us to transfer documents lent to us for the purposes of the matter, we will deliver them to, or to the order of, the joint client who delivered them to us.
- 20.4 We store deeds and papers for clients including wills. We do not charge for this service. We also do not normally make a charge for retrieving stored papers or deeds in response to continuing or new instructions to act for you. We reserve the right, however, to pass on the cost where urgent retrieval is required from off-site storage.
- 20.5 We reserve the right to make a charge based on the time we spend on reading papers, writing letters or providing other services necessary to comply with your instructions regarding the production of stored or archived files and documents to you or to another party at your request.
- 20.6 Where we deliver any papers, documents and/or correspondence to you or to your (or any joint client's) order (whether the same are originals or copies and including the return of any documents lent to us by you), we will usually do so by ordinary post or courier. Whichever method of delivery is used, we do not accept responsibility or liability for any losses arising in respect of any interception, appropriation, loss, misuse or delay in receipt. You authorise us to deliver any such papers, documents and correspondence using such methods of delivery, and, on posting or delivery to the courier, property and risk in such papers, documents and correspondence will (subject to Clause 29) pass to you.
- 21 Termination of Services**
- 21.1 Our lawyer-client relationship will be considered terminated upon our completion of the specific services that you have retained us to perform within the Engagement Letter, or if annual framework services are to be provided, when more than twelve months have elapsed from the last time we furnished any billable services to you.
- 21.2 The fact that we may inform you from time to time of developments in the law which may be of interest to you, by e-mail, newsletter or otherwise, should not be

understood as a revival of a lawyer-client relationship. We have no obligation to inform you of such developments in the law unless we are specifically engaged to do so.

21.3 You may terminate your instructions to us in writing at any time.

21.4 We may bring the provision of all or any services to an end at any time by giving written notice to you. We will not do this without giving you reasonable notice and without a good reason such as:

21.4.1 your failure to give us adequate instructions; or

21.4.2 the discovery or creation of a conflict of interest; or

21.4.3 your requesting us to break the law or any professional requirement; or

21.4.4 the relationship of trust and confidence necessary between solicitor and client ceasing to exist between us; or

21.4.5 our being prevented from acting by the National Crime Agency; or

21.4.6 your failure to pay to us any amount due, or money on account requested; or

21.4.7 your insolvency; or

21.4.8 any other breach by you of the Terms.

21.5 If the provision of services is terminated pursuant to clauses 21.3 or 21.4:

21.5.1 you will be liable only for fees arising and payments made or committed up to the date of termination, together with any fees or payments for services necessary in connection with the transfer of the matter to another advisor. If this happens, we shall charge for services provided in accordance with the hourly rates prevailing at the relevant time. VAT will be charged as applicable;

21.5.2 we will be entitled to keep all papers and documents pursuant to clause 17.8 while there is money owing to us for the fees and expenses referred to in clause 21.5.1; and

21.5.3 all our rights set out in the Terms shall continue to apply.

22 Complaints

22.1 If you are not happy with our services (including if you have any problem with our bill), we hope to be able to resolve the matter to your satisfaction. Details of our complaints procedure are available under "Legal Notice" on our website: <http://adamsandremers.com/legal-notice-2/>.

22.2 However, if you are not satisfied with our handling of your complaint you may be able to ask the Legal Ombudsman to consider your complaint (address: Legal Ombudsman, PO Box 6806, Wolverhampton, WV1 9WJ, Website: www.legalombudsman.org.uk, email: enquiries@legalombudsman.org.uk Telephone: 0300 555 0333).

22.3 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 or within six years of the act or omission about which you are complaining occurring (or if outside of this period, within three years of when you should reasonably have been aware of it).

22.4 Note that the Legal Ombudsman service cannot be used by businesses or most other organisations, unless they are below certain size limits.

22.5 As well as your right to complain about any of our bills under our complaints procedure, you can also apply for the bill to be assessed by the court under Part III of the Solicitors Act 1974, in which case the Legal Ombudsman may not consider your complaint.

23 Investment and Insurance Advice

23.1 Adams & Remers LLP is not authorised by the Financial Conduct Authority ("FCA"). We are regulated by the Solicitors Regulation Authority ("SRA"), which is the independent regulatory arm of the Law Society of England and Wales. If you are unhappy with any investment advice or insurance advice you receive from us you should raise your concerns with the SRA.

24 Financial Services and Markets Act ("FSMA")

24.1 If while we are acting for you, you need advice on investments we may have to refer you to someone who is authorised to provide the necessary advice. However we may provide some limited investment advice services where these are closely linked to the legal work we are doing for you. This is because we are regulated by the SRA, which is a designated professional body for the purposes of the FSMA.

24.2 Our role in any transaction is that of legal adviser and it is not part of our function to give advice on the merits of any transaction in investments. When providing our services we will assume that you have decided or will decide to negotiate or enter into any such transaction solely on the advice you may receive from a person authorised under the FSMA. No communication from us is intended or should be construed as an invitation or inducement to you or to anyone else to engage in investment activity.

25 Insurance Mediation

25.1 Although we are not authorised by the FCA we are included on the register of exempt professional firms maintained by the FCA so that we can carry on insurance mediation activity, which is broadly the advising on, selling and administration of insurance contracts. The register can be accessed online at <http://www.fca.org.uk/register>.

26 Data Protection

26.1 For the purpose of the Data Protection Act 1998 ("the Act"), the data controller is

Adams & Remers LLP. We are listed in the Register of Data Controllers under number Z5417189. The Act gives you the right to access information held about you, and your right of access can be exercised in accordance with it. Any access request should be made in writing to us at Trinity House, School Hill, Lewes BN7 2NN and may be subject to a fee of £10 to meet our costs in providing you with details of the information we hold about you.

26.2 We use the personal information we receive about you for:

26.2.1 the provision of legal services to you,;

26.2.2 the administration of our relationship with you (including updating and enhancing our client records);

26.2.3 billing (and, where necessary, debt collection);

26.2.4 analysis for management purposes and statutory returns;

26.2.5 marketing our services to you (subject to Clause 26.7); and

26.2.6 legal and regulatory compliance.

26.3 To help us to make credit decisions about you, to prevent fraud, to check your identity and to prevent money laundering, we may also use the personal information we receive about you to search the files of credit reference agencies who will record any credit searches on your file. The information may be used by other credit grantors for making credit decisions about you and the people with whom you are financially associated, for fraud prevention, money laundering prevention and occasionally for tracing debtors.

26.4 We may disclose the personal information we receive about you to our agents and service providers for any of the purposes set out in this clause 26, to your joint clients and to third parties whom we may instruct in relation to any matter, including expert witnesses and other professional advisers.

26.5 We may also in carrying out your instructions have to disclose or transfer this personal information outside of the European Economic Area to a country whose laws may not provide for adequate levels of protection of personal data, but only if and to the extent that is reasonably necessary to carry out your instructions.

26.6 You are responsible for ensuring where applicable that before your employees or representatives disclose their personal data to us, they consent to us processing their personal data in accordance with this clause 26.

26.7 We may from time to time contact you by mail, telephone or email to provide you with information which we think might be of interest to you, including details of the services we offer, newsletters, legal updates and invitations to events. If you do not wish to receive that information please notify our office in writing.

27 The Consumer Contracts (Information, Cancellation And Additional Charges) Regulations 2013

27.1 These regulations apply where we are engaged by individuals for matters which are wholly or mainly outside their trade, business, craft or profession and where one of the following circumstances apply:

27.1.1 if we have not met you either in person (because, for example, we have taken instructions and agreed our contractual documentation by telephone, mail, email or online – ie: by way of a “distance” contract); or

27.1.2 we have taken instructions and a contract has been concluded away from our business premises (because, for example, we have met with you at your home - ie: by way of an “off-premises” contract).

27.2 Where the regulations apply as referred to in clause 27.1, you will have a statutory right to cancel your contract with us. Where this is the case, our Engagement Letter will detail your statutory cancellation rights and how you may exercise those rights (including how you may serve a notice of cancellation).

28 Insider Lists (Listed Companies)

28.1 This clause 28 applies to those companies or other legal persons who are defined as “Issuers” (broadly, companies whose securities are admitted to trading on a regulated market) for the purposes of the FCA’s Disclosure Rules sourcebook (“Disclosure Rules”). Defined terms used in this clause 28 have the same meaning as in the Disclosure Rules.

28.2 We will, upon request by you, where we will or are likely to have access to inside information relating directly or indirectly to you as Issuer, whether on a regular or occasional basis, draw up and maintain an Insider list complying with the requirements of the Disclosure Rules.

28.3 We will keep you informed of your principal contact at the firm for the purposes of the Insider list and will provide to you upon request a copy of any Insider list maintained for you. We also confirm that we have measures in place to ensure that every person whose name is on any Insider list maintained for you acknowledges the legal and regulatory duties entailed and is aware of the sanctions attaching to the misuse or improper circulation of Inside information relating to you.

29 Intellectual Property Rights

29.1 We retain full and exclusive ownership of all copyright and other intellectual property rights in all documents, advice and other works (in any form including, without limitation, electronic form) we create, develop or generate for you in the course of providing our services to you (including, without limitation, working and draft documents and advice as well as final documents and advice). We grant to you a non-exclusive, non-transferable, non-sublicensable licence to use and

reproduce such documents, advice and other works solely for the purposes for which such services were provided by us and not otherwise.

29.2 If you do not pay us in full for our services in accordance with clauses 16 and 17, we may, on giving you notice, terminate the licence granted in clause 29.1 with immediate effect (in which event you shall not use or reproduce such documents, advice or other works for any purpose) and we will only again grant such licence to you once full payment has been made to us for such services.

29.3 We may retain for our subsequent use a copy of the advice or opinion of any barrister or other third party given in written form (or any note of any advice or opinion) obtained in the course of providing the services. If we retain a copy of such advice or opinion, we will take all reasonable steps to conceal information (such as name, addresses or descriptions) which might reasonably enable to you to be identified.

30 Severability

30.1 If any provision in the Terms or the Engagement Letter is or becomes invalid, illegal or unenforceable then it shall, to the extent required, be severed and shall be ineffective and the validity of the remaining provisions shall not be affected in any way.

31 Non-waiver

31.1 Any failure by the firm to insist upon strict performance of any of the Terms or the Engagement Letter, or any failure or delay by the firm to exercise any rights or remedies whether under the Terms, the Engagement Letter and/or at law or otherwise, shall not be deemed a waiver of any right of the firm to insist upon the strict performance of the Terms or of any of its rights or remedies as to any default under the Terms.

32 Force Majeure

32.1 If we are prevented by circumstances beyond our reasonable control from providing the services we have undertaken to perform for you, we will immediately notify you of the nature and extent of such circumstances. If as a result of those circumstances we are unable to meet any deadline or complete the services by any estimated date of completion or at all:

32.1.1 any such failure on our part will not constitute a breach of the agreement between us;

32.1.2 we shall not be liable to you for any such failure to the extent that it is attributable to any such circumstances notified to you; and

32.1.3 any estimated date for completion of the services will be extended accordingly.

33 Governing Law and Jurisdiction

33.1 The Terms, Engagement Letter and the agreement between us, and any dispute or claim arising out of or in connection with any of the foregoing or their subject

matter or formation (including non-contractual disputes or claims) shall be governed by the law of England and Wales.

33.2 The courts of England and Wales shall have exclusive jurisdiction over any such dispute or claim, provided that we may bring proceedings against you in any other jurisdiction (including one in which you are based) for the purpose of recovering our fees or any other sum payable to us.

34 Definitions

In the Terms and any Engagement Letter:

34.1 “we”, “us”, “our”, “firm”, “LLP” and “Adams & Remers LLP” mean or refer to Adams & Remers LLP, a limited liability partnership registered in England & Wales with registration number OC351800, and any successor practice to Adams & Remers LLP and any service company controlled by or on behalf of Adams & Remers LLP or any of its members and, as the context requires, all members of, consultants to and employees of Adams & Remers LLP and of any service company owned or controlled by or on behalf of Adams & Remers LLP or any of its members;

34.2 “you” and “your” refer to our client;

34.3 “matter” means a transaction, dispute or issue for which you ask us to provide services whether or not it has been defined in an engagement letter or other agreement;

34.4 “service” and “services” means all legal services and ancillary work we provide to you in relation to the relevant matter.

34.5 “SAR” means the SRA Account Rules as determined from time to time by the Solicitors Regulation Authority.

34.6 “Terms” means the terms of business set out in this document (as may be varied or amended from time to time).

34.7 “Engagement Letter” means any engagement letter and/or (in connection with any repeat business) annual framework agreement letter which we provide to you.

34.8 “partner” and “partners” mean or refer to a member or members of Adams & Remers LLP; “member” and “members” mean or refer to those members of the Firm registered from time to time at Companies House (and a list of members may be inspected at any of our offices).

Part 2

35 Legal Proceedings (Contentious Matters Only)

35.1 The Civil Procedure Rules govern the conduct of civil litigation in the courts in England and Wales. We will, of course, provide detailed guidance on how these rules affect the handling of your dispute, where appropriate. There are certain points of general application of which you should be aware which are set out in this Part 2.

36 Pre-action Exchange of Information

- 36.1 The court places considerable emphasis on seeking to avoid litigation by voluntary exchange of information before an action begins.
- 36.2 If the court at a later stage considers a party to have acted unreasonably in providing or not providing information and documents relating to the proposed claim there may be adverse costs consequences.
- 36.3 Additionally, the court has power to order production of specified documents before an action has begun.

37 Statements of Truth

- 37.1 These will be required in statements of case (formerly known as pleadings) and certain other documents used in litigation.
- 37.2 The statement of truth verifies that the person making the statement believes that the facts stated in the document are true.
- 37.3 Where documents are submitted on behalf of a company or corporation, the statement of truth will require to be made by a senior person in the company or corporation. In the case of a partnership, it will have to be made by a partner or a person having control or management of the partnership business.
- 37.4 Where an insurer has a financial interest in a claim and where the insured is a party, the insurer may elect for their representative (usually the claims manager or the senior individual with responsibility for the case) to sign a statement of truth, rather than the party itself.
- 37.5 In addition, an in-house legal representative employed by a party may sign a statement of truth.
- 37.6 A member of this firm can sign the statement of truth on your behalf. However, if we do so it will be taken as a statement that we have been authorised to do so and that in signing the statement of truth we are confirming your belief that the facts stated in the document are true. We will require confirmation of authority to do so by letter, fax or email before we sign a statement of truth on your behalf.
- 37.7 If a false statement in a document verified by a statement of truth is made without an honest belief in its truth, the person who made it, or the person who authorised it, could be subject to contempt of court proceedings.
- 37.8 We will need to consider carefully with you who should make or authorise any statement of truth which may have to be made in relation to any litigation.

38 Non-party Access to Documents Filed at Court

- 38.1 You should note that it is possible for non-parties to obtain from the court copies of documents which you or another party to the proceedings have filed at court.
- 38.2 There are procedures available in limited circumstances to obtain an order

restricting such access, which we can advise on if required.

39 Disclosure

- 39.1 Disclosure of documents is an important part of the litigation process. If appropriate, we will send you our standard memorandum on this subject with these Terms. You will note, in particular, that relevant documents (which are very widely defined and which include documents stored or held electronically) must not be destroyed and that care should be taken about the creation of all documents in the future. All officers and employees and any other agents concerned in the litigation should be informed of this advice.
- 39.2 You should also note that it will be necessary for a named individual to make a statement regarding the search for documents which may be the subject of disclosure. We will need to discuss with you who would be the appropriate person to make this statement.

40 ADR (Alternative Dispute Resolution)

- 40.1 The court is very keen to encourage parties to use alternative dispute resolution (ADR), including mediation, in cases where this is appropriate. In many cases, the court will want to know whether the parties have considered the use of ADR and in certain circumstances can effectively require the parties to adopt it.
- 40.2 We have extensive experience in the use of ADR and will be happy to discuss with you whether, and if so when, it is appropriate to consider using it.

41 Costs

- 41.1 In any proceedings you will remain liable to pay our fees, disbursements and expenses as they fall due, notwithstanding that the court may make an award of costs against the other side. Payment of a bill cannot ordinarily be postponed on the basis that it is likely to be paid or should be paid by another party.
- 41.2 Even if you are successful, costs orders against other parties for payment of costs commonly involve only a contribution towards the total costs incurred and recovery depends on the other parties' willingness and ability to pay. If this happens, you will have to pay the balance of our fees, disbursements and expenses.
- 41.3 Where the court orders the other side to pay some or all of our fees, disbursements and expenses, interest can be claimed on them from the other side from the date of the order or award. We will account to you for any such interest which we receive to the extent that you have paid our fees, disbursements or expenses on account, but we are entitled to the rest of that interest.
- 41.4 You will also be responsible for paying our fees, disbursements and expenses where we are required to recover any costs that the court orders the other side to pay.

- 41.5 In some circumstances, the court may order you to pay another party's costs; for example, if you lose the application or case. The money would be payable in addition to our fees, disbursements and expenses. We will discuss with you whether our fees, disbursements and expenses and your liability for another party's costs may be covered by insurance and, if not, whether it would be advisable for you to have insurance to meet the other party's costs.
- 41.6 You should be aware that the court may at any stage summarily assess costs for payment by one party to another. Payment is usually required within 14 days. If such an order is made against you, we will notify you forthwith and you should arrange for payment to be made within the time limits stated.
- 41.7 We will of course inform you immediately if any costs order is made against you.
- 41.8 To the extent that the services of a specialist costs draftsman are required to assist with court assessments or security for costs applications, these will be charged separately, at an applicable rate to be notified to you.
- 41.9 Finally, you should be aware that if the other party is publicly funded it is very unlikely that you will be able to recover any of our fees, disbursements and expenses.