1 **Definitions and Interpretation**

In these Terms of Business and any associated engagement letter:

1.1 unless the context otherwise requires:

(a) references to **you** and **your** are to the client instructing us and named in the engagement letter;

(b) references to **we**, **us**, **our**, **Firm** and the like are to Preston Turnbull LLP;

(c) references to **Partner** or **Partners** are to a partner or partners in Preston Turnbull LLP;

(d) **Client Care Partner** means Preston Turnbull LLP's client care partner as identified in the engagement letter or as otherwise notified to you from time to time;

(e) **Preston Turnbull Entity** means Preston Turnbull LLP or any entity (including any partnership, company, limited liability partnership or other body corporate or unincorporate) established or practising in any jurisdiction and authorised by Preston Turnbull LLP to include in its name 'Preston Turnbull ' or to describe itself as 'in association with' Preston Turnbull LLP;

(f) **Preston Turnbull Person** means any partner, member, officer, employee or consultant of Preston Turnbull LLP or of any other Preston Turnbull Entity;

(g) **Supervising Partner** means the Partner or Consultant responsible for the Preston Turnbull LLP team working with you on our engagement.

(h) the term **partner** is used to refer to a member of Preston Turnbull LLP or an employee or consultant with equivalent standing and qualifications, or (where applicable) a person with equivalent status in another Preston Turnbull Entity;

(i) words importing the singular shall include the plural and vice versa, words importing a gender shall include all genders and words importing persons shall include bodies corporate, unincorporated associations and partnerships;

(j) any reference to **persons**, includes natural persons, firms, partnerships, companies, corporations, associations, organisations, governments, states, governmental or state agencies, foundations and trusts (in each case whether or not having separate legal personality and irrespective of the jurisdiction in or under the law of which it was incorporated or exists);

(k) a reference to a statute or statutory provision is a reference to that statute or statutory provision and to all orders, regulations, instruments or other subordinate legislation made under the relevant statute;

(l) any reference to a statute, statutory provision, subordinate legislation, code or guideline (**legislation**) is a reference to such legislation as amended and in force from time to time and to any legislation which re-enacts or consolidates (with or without modification) any such legislation; and

(m) any phrase introduced by the terms **including, include, in particular** or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.

2 **Preston Turnbull LLP**

2.1 Preston Turnbull LLP is a limited liability partnership registered in England and Wales with registration number OC428624. Preston Turnbull is the trading name of Preston Turnbull LLP. The VAT number of Preston Turnbull LLP is GB-332 6250 29.

2.2 A list of the members of Preston Turnbull LLP and non- members who are designated as Partners is open to inspection at its registered office at Walsingham House, 35 Seething Lane, London, EC3N 4AH . Members are either solicitors or registered foreign lawyers.

2.3 Preston Turnbull LLP is authorised and regulated by the Solicitors Regulation Authority (www.sra.org.uk) under number 663774

3 **Terms of Business**

3.1 These Terms of Business relate to engagements undertaken by Preston Turnbull LLP in the United Kingdom.

3.2 These Terms of Business, together with any engagement letter, set out the terms and conditions upon which we agree to be engaged by you, to the exclusion of all other terms that you or we may purport to apply in connection with our engagement (unless otherwise agreed in writing between you and us).

4 **Respective responsibilities**

4.1 We aim to offer you a high quality, professional, friendly and efficient service. We will exercise reasonable skill, care and diligence in carrying out your instructions.

4.2 Our duty of care shall commence upon receipt of your formal instructions to advise you in relation to your legal affairs on such matter. We shall have no liability to you whatsoever with regard to preliminary exchanges or discussions prior to receipt of your instructions to proceed to act on your behalf unless specifically accepted by us in writing as part of such exchanges or discussions.

4.3 Our advice will be limited to English law and, unless otherwise agreed between you and us, we will not supply you with advice on the laws of any other jurisdiction.

4.4 We do not act for or accept duties to any of your parent, subsidiary or affiliated companies or for any of your officers, directors or employees, each of whom will (unless otherwise agreed by us) be deemed to have separate interests from you with respect to this, and any future, engagement.

4.5 Our role is to act as legal adviser; it is not part of our role to advise on commercial, financial or business issues. In particular, we do not advise on the commercial or financial viability or merits of transactions, or the business risks that may be associated with them.

4.6 Unless specifically agreed as part of our engagement, we will not advise on tax-related issues.

4.7 Anti-bribery and corruption. We do not tolerate bribery or corruption in connection with any aspect of our business. We will comply with the Bribery Act 2010 and other applicable anti-bribery and corruption laws in carrying out our engagement. You must comply with those laws in connection with our engagement and must not, directly or indirectly, offer, promise, give, request, agree to receive or accept any bribe, or request or authorise us or any Preston Turnbull Person to do so. This prohibition includes facilitation payments and gifts or hospitality intended to induce or reward improper conduct. You must take reasonable steps to ensure that persons acting on your behalf in connection with our engagement comply with these requirements. Any concern about bribery in connection with our engagement should be reported promptly to the Supervising Partner or our Client Care Partner. We may refuse any instruction or payment which we reasonably believe would involve bribery or corruption and may cease to act in accordance with Clause 16 and our legal and professional obligations

4.8 You agree that during the course of our engagement you will:

(a) give us clear and prompt instructions and keep us informed of developments in your matter;

(b) co-operate with us to progress your matter;

(c) not ask us to work in an improper or unreasonable way; and

(d) safeguard documents which are likely to be required and provide promptly all relevant information and documents, including all information and documents that we request, in connection with your matter.

5 **Fees and disbursements**

5.1 Unless otherwise agreed, work is charged in six minute units, using hourly rates based on seniority and experience.

5.2 Our hourly rates are subject to periodic review. We will inform you of any changes proposed. In addition, rates charged in respect of individual lawyers may change as they increase in seniority.

5.3 We reserve the right to propose an uplift to our fees in any interim or final bill if the circumstances justify this.

5.4 Our fees are exclusive of VAT, which must therefore be added (where chargeable under current legislation).

5.5 We charge separately for disbursements, such as court fees, counsel's fees, expert fees, correspondent lawyers' fees and search fees, and for expenses such as photocopying, printing, travelling, couriers and out of pocket expenses.

5.6 We may charge for costs associated with regulatory checks, as required by our regulatory body, including conditional checks under the Money Laundering Regulations.

5.7 Disbursements and expenses may be subject to VAT, which will be payable in addition where applicable.

5.8 In the case of overseas clients, where our fees are paid subject to any deduction or withholding in respect of tax in any non-UK jurisdiction, we reserve the right to charge you an additional amount which will, after any deduction or withholding has been made, leave us with the same amount we would have received in the absence of any such deduction or withholding.

5.9 We reserve the right to charge you for any losses incurred on foreign currency disbursements as a result of changes in the exchange rates between the date of our rendering our invoice and its date of payment.

5.10 Any movement in exchange rates relating to UK pounds sterling will not affect your responsibility to pay our fees under these Terms of Business (together with any engagement letter).

5.11 Where we act for more than one client in relation to a matter you agree that each client will, unless otherwise agreed by us, be jointly and severally liable for our charges.

5.12 Where we engage other professional advisors or service providers such as counsel, overseas lawyers, expert witnesses, surveyors, technical consultants and translators on your behalf, we do this as your agents. You will be responsible for payment of their charges direct to them if required, in addition to our own and you will be bound by their terms and conditions of business. VAT may be payable on these fees. We reserve the right to invoice you in the foreign currencies in which the fees and expenses were incurred.

5.13 Whenever we engage third parties on your behalf, we do not accept liability for the advice or other services provided by them.

6 Costs of Litigation and other proceedings

6.1 You should be aware that in court, arbitral or tribunal proceedings:

6.1.1 You will be liable for the payment of our charges whether or not any costs orders are made in your favour against an opponent in the proceedings;

6.1.2 If you win the proceedings, your opponent may not be ordered to pay or may not be capable of paying costs in an amount equivalent to our total charges;

6.1.3 The court or tribunal may put an advance budget or cap on the costs you can recover if successful, which may be less than our eventual actual charges;

6.1.4 You may in any event be ordered to pay a proportion of your opponent's costs in addition to our own charges;

6.1.5 If your opponent obtains public funding (legal aid), you may not recover any of your costs even if you are successful;

6.1.6 In arbitral or tribunal proceedings you may have to bear some or all of the fees and expenses (including room hire) incurred by the arbitral panel or tribunal.

7 ATE Insurance

7.1 "After the Event" (ATE) insurance may be available to provide protection against exposure to an opponent's costs and to expenses you incur (but not our own fees). Non- insurance funding options may also be available, including conditional funding agreements and damages-based agreements and also third-party funding. If you would like to know more about any of these options, please let us know.

8 Payments on account, client funds and interest

8.1 We may ask you for payments on account of fees and/or disbursements from time to time. It is a condition of our acceptance of your instructions that you agree to make such payments if requested, and we reserve the right to decline to act further if you do not comply promptly with such a request. It should be clearly understood that the total of our fees and disbursements in the matter may amount to more than the payments on account requested from you.

8.2 Payments on account and other monies received on your behalf to be held by us will be placed in a client account. Unless you instruct us otherwise in writing, monies will be held in a general client account at a leading UK clearing bank with a view to ensuring that they are immediately available as required by the SRA Accounts Rules. The rate of interest paid is therefore unlikely to be as high as you could achieve by placing the money on deposit yourself.

8.3 We will have no responsibility to invest or to place monies held on client account into an interest-bearing account. If interest rates are negative, the cost of holding monies on client account with the Bank shall be paid from the monies held. If any interest accrues, then a reasonable amount of such interest shall be included with the monies held on client account, unless the interest is £50 or less (or equivalent) or if the monies are held for less than thirty days:

8.4 We will debit you with any charges arising if a bank should impose a negative interest rate or make other charges for holding client money, or if it is necessary to incur charges in order to release funds placed on deposit in accordance with your instructions.

8.5 We may apply any client account funds held on your behalf to the settlement of outstanding bills on this or any other matter on which we are instructed by you.

8.6 We shall not have any liability to you in respect of loss of client funds or any other loss you may suffer by reason of any act, omission, failure, fraud, delay, negligence, insolvency or default of any bank, financial institution, clearing or payments system, or regulatory, governmental or supra-national body or authority.

8.7 Any money we hold for you will be deposited with Lloyds Banking Group in accordance with the requirements of the SRA Accounts Rules for holding client money. We make no representation as to the financial position of any such bank and we will not be responsible for any loss or damage due to any mistake by or insolvency of any such bank or any delay or failure by it to pay or repay monies deposited with it.

8.8 It may be possible, in the event of a bank failing, to seek compensation from the Financial Services Compensation Scheme (FSCS). We will seek your consent before disclosing your details to the FSCS.

8.9 The compensation limit for lost funds is £85,000. This limit applies to the individual client, and if you hold other personal monies in the same institution, then the maximum amount recoverable is £85,000 in total.

9 Bills

9.1 If you wish to set a limit on fees and disbursements to be incurred or on the length of time which may elapse before we render a bill to you, please let us know by writing to the Supervising Partner for your matter.

9.2 Unless otherwise agreed in writing, we have the right to render interim bills at monthly intervals or other periodic intervals which we regard as appropriate in the circumstances of any particular case. Such bills are final accounts for the periods covered by them (unless otherwise stated).

9.3 Each bill must be paid within 14 days of receipt. Thereafter, we are entitled to charge interest on any outstanding amount of the bill at an annual rate of 4 per cent above the base rate of the Bank of England from time to time, which interest shall accrue on a daily basis from the due date to the date of payment of the outstanding amount in full.

9.4 If arrangements are made for a third party to pay any of our fees or disbursements or VAT, you remain responsible for the payment of any charges to the extent that the third party does not pay our bill in full. This includes any case in which we have been instructed by your insurers to represent you under a policy of insurance.

10 Estimates of fees and disbursements

10.1 We are always happy to provide estimates of fees and disbursements upon request, where possible. However, it is important to remember that it may not be possible to predict the exact amount of work which will be required and that the stance adopted by opponents, or other parties to a transaction, can significantly affect matters.

10.2 We do not give oral estimates and any estimate given must be in writing and signed by a Partner. Estimates are given only as a guide and should not be regarded as a firm quotation, unless this is agreed in writing.

10.3 Estimates are given exclusive of VAT.

11 Your right to challenge/complain about your bill

11.1 If you wish to make a complaint relating to a bill, you must do so within 1 month of receiving the bill, failing which we will be under no obligation to investigate or to attempt to resolve the complaint.

11.2 You may challenge or complain about a bill using the complaints procedure explained in Clause 28 of these Terms of Business.

11.3 You also have a right, under Part III of the Solicitors Act 1974 and subject to certain criteria, to apply to have our charges reviewed by the court (this is called 'assessment').

11.4 We will be happy to explain these rights further to you, if you wish. If you would like to discuss any of our bills, you should in the first instance contact the Supervising Partner. If this does not resolve the matter to your satisfaction or you would prefer not to speak to the Supervising Partner, please feel free to contact our Client Care Partner.

12 Anti-money laundering

12.1 Our anti-money laundering policy is available upon request.

12.2 We are required by anti-money laundering legislation to verify your identity and we can accept instructions only on the basis that you can properly identify yourself (and any persons whom you represent) to us. We take our obligations seriously to protect both us and our clients and so, if we do not receive sufficient evidence of identity, within a reasonable time of our request, we may have to stop acting for you. In that event, you will be charged for work done up to the time we stop acting. Our verification of identity may include the use of electronic verification services and/or require you to provide us with original documents, which we will copy for our records.

12.3 Under the anti-money laundering legislation, we may also need to raise enquiries as to the source of client assets and the source of funds to be used with each engagement.

12.4 We will not accept funds from any source unless that source is one which has previously been identified to our satisfaction and from which we have agreed to accept funds. If this is not the case, the funds will be dealt with in accordance with applicable law and regulation. In the event that we are unable to accept funds from the source in question, you will remain responsible for the payment of our fees, disbursements and VAT and the discharge of any other liabilities which the funds were intended to meet.

12.5 We do not accept cash payments.

13 **Confidentiality and conflicts**

13.1 The rules of professional conduct under which we practice impose requirements upon us regarding conflict between the duties we owe to different clients in relation to the same or related matters and regarding preservation of our clients' confidences.

13.2 The legal knowledge and experience of Preston Turnbull LLP derives from its ability to act for many clients at any one time, and we wish to retain this ability for the benefit of all our clients. It is therefore likely that some of our other clients will operate in the same industry or sector as you and that some may have, or develop, commercial interests adverse to you.

13.3 The conflict rules to which Preston Turnbull LLP adheres are those of the Solicitors Regulation Authority in England and Wales. These rules preclude us from acting for one client against another in respect of the same or related matters but permit us to act for one client against another (including in litigation and other dispute resolution work) if the matters are unrelated and provided that we take appropriate steps to protect the confidentiality of information that we hold for either client. We are not obliged to disclose to you our representation of clients who may have interests adverse to yours on unrelated matters. By the same token, we will not without your consent disclose to other clients our representation of you.

13.4 Similar rules apply in most countries where Preston Turnbull Entities may operate, but not in the United States, where lawyers are generally precluded from acting for one client adversely to another client in any matter unless all relevant clients consent. So as to provide certainty, you agree that:

(a) any issue regarding our ability to represent you in this matter, including any disclosure **requirements** we may have to you, shall be determined solely by the rules of the Solicitors Regulation Authority of England and Wales; and

(b) if any issue should be raised in this or any other jurisdiction as to whether our representing you in this matter should preclude Preston Turnbull LLP or any other Preston Turnbull Entity from acting against you in another matter it will be determined solely by reference to the rules of the Solicitors Regulation Authority of England and Wales and not by reference to the rules of professional conduct of any other jurisdiction.

13.5 We shall take appropriate steps to preserve your confidential information both during the matter and after its completion, and it is agreed that we may use internal information barriers for this purpose. We owe the same obligation to other clients, and you agree that we shall not be required, and you will not expect, us to divulge to you, confidential information held for other clients. If, while representing you, we learn that your interests are adverse to another client or potential client of Preston Turnbull LLP (or another Preston Turnbull Entity), we may (in accordance with our professional rules) approach you to seek your agreement to our continuing to act on terms satisfactory to all concerned. In some circumstances, however, our professional rules may require that we cease to act.

13.6 Where we are instructed by a third party on your behalf, that duty of confidentiality does not apply to disclosure to that third party unless and until we are instructed otherwise directly by you.

13.7 Our confidentiality obligations are subject to certain exceptions, including where disclosure is required by law, regulation or an order of the court. An example is the legislation on money laundering and terrorist financing which has placed solicitors under a legal duty in certain circumstances to disclose information to the National Crime Agency. The duty includes where a solicitor knows or suspects that a client transaction involves money laundering. Under the legislation, we may not be able to inform you that a disclosure has been made or of the reasons for it.

13.8 We may disclose in confidence any information to our professional indemnity insurers and advisers and to our auditors.

13.9 We may outsource certain activities such as IT support, photocopying, printing, translation and other admin services. We will take all reasonable steps to ensure that there is no breach of our obligation of confidentiality. We will carry out due diligence on all providers of services and where appropriate seek a confidentiality agreement.

13.10 External firms or organisations may conduct audit or quality checks on our practice for legal or regulatory purposes. These external firms or organisations are required to maintain confidentiality in relation to your files.

14 Financial services

14.1 Matters upon which we are instructed may involve regulated activities within the meaning of the Financial Services and Markets Act 2000. We are not authorised under that Act and so may have to refer you to someone who is authorised to provide any necessary advice.

14.2 However, as we are members of the Law Society (which is a designated professional body for the purposes of the Financial Services and Markets Act 2000), we may be permitted to engage in certain limited regulated activities, provided that they are closely linked to the legal services we are providing to you. Any services we provide in this respect are regulated by the Solicitors Regulation Authority.

14.3 This Firm is not authorised by the Financial Conduct Authority.

15 Undertakings

15.1 If our retainer involves the provision of an undertaking to pay funds to a third party, or if we agree, in our sole discretion, to extend the scope of the retainer to provide an undertaking, the undertaking will in all cases be on such terms as we may in our sole discretion decide is appropriate and we will require to receive (as a minimum) unencumbered funds equivalent to the maximum amount payable under the terms of the undertaking which we will hold solely for the purpose of making payment pursuant to the undertaking.

15.2 The terms of any undertaking which we may in our sole discretion agree to issue shall not vary in any respect the terms and conditions of the retainer between us and you and any and all undertakings that we may issue shall be subject to our Standard Terms and Conditions for Undertakings in the text of which we will provide upon request and in any event when we are asked to consider the provision of an undertaking.

16 Ceasing to act

16.1 If you wish to terminate our engagement at any time, please notify the Supervising Partner and, if we so request, confirm the position in writing. No period of notice is necessary.

16.2 We reserve the right for good reason and upon reasonable notice to terminate our engagement, including if:

(a) you fail to comply with your responsibilities under Clause 4 of these Terms of Business; or

(b) our continuing to act would be impractical, unethical or contravene legal or regulatory requirements. For the avoidance of doubt, this includes but is not limited to, circumstances where we determine that our continuing to act could expose us to the risk of breaching any primary or secondary sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America and/or that by reason of any such sanction, prohibition or restriction our professional indemnity insurance might not respond in full in respect of a liability claim made by you in respect of this engagement; or

(c) we consider there to be a credit risk to us by continuing to act for you.

16.3 We also reserve the right to decline to act further if you do not pay promptly any request for money on account or do not pay a bill within the due period.

16.4 Any termination by us will be confirmed to you in writing, if requested.

16.5 In certain circumstances, we may be required by law or regulation to suspend or terminate our engagement without giving any period of notice or reasons.

16.6 On termination of our engagement, we will submit a bill to you to cover work done and disbursements incurred in respect of the period up to the date of termination, and necessarily incurred afterwards as part of the orderly termination of our engagement.

16.7 Unless otherwise terminated, our engagement will end when our work on the matter is completed and our final statement of account is rendered.

17 Files and documents

17.1 We may have the right to keep your papers, documents or other property which are in our possession until you have paid all the money that is due to us. This right will continue after the termination of our engagement.

17.2 We will retain all papers and documents (except for any papers and documents to which you are entitled and which you ask to be returned to you) electronically or in storage for a reasonable period, generally not exceeding seven years from the end of the instructions on the matter concerned, on the understanding that we have your authority to destroy them at any time after this period. If you wish papers and documents to be retained for a longer period, then please contact us to make specific arrangements.

17.3 Subject to there being no money owing to us for our fees and disbursements, we will return to you on request papers and documents to which you are entitled. Where you request papers and documents to be sent to you or another person, we are entitled to make a reasonable charge for handling costs and delivery.

17.4 We may disseminate documents arising from client matters to our staff on internal databases or intranets (which are confidential to the Firm); please let us know if you do not wish us to do so in any particular case.

18 **Disclosure**

18.1 A duty of disclosure of documents may arise in legal and arbitration proceedings.

18.2 If you know that you are or may become party to proceedings that been commenced or you know that you may become a party to proceedings that may be commenced you are under the following duties ("the Disclosure Duties") to the Court:

18.2.1 To take reasonable steps to preserve documents in your control that may be relevant

18.2.2 Once proceedings have commenced against you, or by you, to disclose, regardless of any order for disclosure made, known adverse documents, unless they are privileged;

18.2.3 To comply with any order for disclosure made by the court;

18.2.4 To undertake any search for documents in a responsible and conscientious manner to fulfil the stated purpose of the search;

18.2.5 To act honestly in relation to the process of giving disclosure and reviewing documents disclosed by the other party; and

18.2.6 To use reasonable efforts to avoid providing documents to another party that have no relevant to the issues for disclosure in the proceedings.

18.3 You are also obliged:

18.3.1 To suspend relevant document deletion or destruction processes for the duration of the proceedings;

18.3.2 To send a written notification in any form to all relevant employees and former employees notifying them that they should not delete or destroy those documents and should take reasonable steps to preserve them. The written notification should identify the documents or classes of documents to be preserved.

18.3.3 To take reasonable steps so that agents or third parties who may hold documents on your behalf do not delete or destroy documents that may be relevant to an issue in the proceedings.

19 **Importance of complying with deadlines in English Court proceedings**

19.1 We are responsible for giving you reasonable notice of deadlines once we are aware of them and for advising you of the instructions or material you are required to provide; but we cannot accept responsibility if your claim or defence is struck out or other sanctions are imposed if, after giving you such notice, you fail to provide the instructions or material necessary to enable the deadline to be met.

20 **Liability**

20.1 Details of our Professional Indemnity Insurance are available on request.

20.2 Our liability to you under or in connection with our engagement shall not exceed £5,000,000. This limit shall apply to any and all causes of action against us in respect of or arising from or in any way connected with our engagement by you. Where you instruct us on future matters, this Clause shall also apply to each such future matter but with a fresh limit, as above.

20.3 Where instructions on any matter are from multiple clients, a single limit will apply to be shared by all such clients.

20.4 If you would like us to have a higher limit for any particular matter, please contact us to discuss this.

20.5 Your relationship will be solely with Preston Turnbull LLP, and Preston Turnbull LLP will have sole legal liability for the work done for you and for any act or omission in the course of that work. No Preston Turnbull Person will have any personal legal liability for that work, whether in contract, tort (including negligence) or otherwise. In particular, the fact that a Preston Turnbull Person signs in his or her own name any letter, email or other document in the course of carrying out that work will not mean that he or she is assuming any personal legal liability separate to that of Preston Turnbull LLP.

20.6 You agree that any claim brought in respect of a matter upon which we are instructed will be made against Preston Turnbull LLP and not against any Preston Turnbull Person or any other Preston Turnbull Entity.

20.7 However, in the unlikely situation that a court of competent jurisdiction allows you to make a claim, in respect of a matter upon which we are instructed, against Preston Turnbull LLP and/or any other Preston Turnbull Entity and/or any Preston Turnbull Person, you agree that the restrictions and limitations of liability set out within these standard terms and conditions of business will apply as if Preston Turnbull LLP, all other Preston Turnbull Entities and all Preston Turnbull Persons against whom a claim is made were a single entity. Accordingly, you will not be entitled to recover any more than the aggregate capped amount set out within these terms and conditions of business (or as may otherwise be agreed in writing between you and us pursuant to Clause 20.3) from the combined resources (including applicable insurance) of Preston Turnbull LLP, all other Preston Turnbull Entities and all Preston Turnbull Persons.

20.8 These Terms of Business shall only apply to exclude or limit any liability to the extent permitted by law.

21 **Contribution claims**

21.1 Our liability to you will be limited to that proportion of any loss or damage you may suffer as is just and equitable, having regard to the extent of your own responsibility for the loss and damage and that of any other person who may also be liable to you in respect of it.

21.2 In considering whether other persons may be liable to you, no account is to be taken of any inability on your part to enforce remedies against another person by reason of causes of action against that person becoming time-barred, or the person's lack of means or the person's reliance on exclusions or limitations of liability.

21.3 Nothing in this Clause shall increase our liability beyond that set out in Clause 20.

22 **Use of Preston Turnbull Entities**

22.1 There may be occasions when we consider it to be in your interests that we refer all or some of your instructions under or in connection with our engagement to another Preston Turnbull Entity; for example, in another jurisdiction. You agree that, in these circumstances, we are authorised by you to obtain advice and services from, and to disclose all relevant information to, that other Preston Turnbull Entity.

22.2 Each time we obtain advice and services for you from another Preston Turnbull Entity, we will do so, and you agree that we will do so, on the basis that:

(a) we, and not such (or any) other Preston Turnbull Entity, are responsible for such advice and services and for the performance of the contract with you;

(b) without prejudice to Clause 20.6, no such other Preston Turnbull Entity will have any responsibility or liability whatsoever to you or anyone else as regards such advice and/or services, whether or not provided by us or such other Preston Turnbull Entity; and

(c) you will not make or seek to make, or procure or seek to procure that any other person makes, any claim in relation to any such advice given, or service provided, against any Preston Turnbull Entity (other than us).

23 **Responsibility to third parties**

23.1 The advice we give is intended for your sole benefit in respect of the particular work you instruct us to do; it is not intended to be used or relied upon by others, or for a different purpose. Accordingly, you should not disclose our advice to others without our consent or rely on it in connection with any other matter.

23.2 Save where imposed by law, we do not accept any responsibilities to any third parties in relation to the matter on which we are instructed by you. To the extent that the law nonetheless imposes on us such responsibility to any third parties, our liability to them shall be limited in accordance with Clauses 20, 21 and 22, and a single limit as set out in Clause 20 shall be shared between such third parties and you.

24 **Correspondent lawyers, counsel etc**

24.1 Where we consider it to be an effective way of dealing with a matter, we will instruct counsel or engage correspondent lawyers, experts or others on your behalf. We shall, however, consult you before instructing or engaging any such persons.

24.2 Where we instruct such persons on your behalf:

(a) we will be acting only as your agent and you will be responsible for the fees and expenses of any such persons instructed or engaged;

(b) we will not be responsible for the advice given, services provided by, or default of, any such persons, but we will use reasonable care in selecting them.

24.3 Where you instruct us to make payments to such persons on your behalf and those persons are based in or connected to a sanctioned jurisdiction, we may need to disclose details of your matter to our banks before they will agree to process the payment(s). Whilst we shall take reasonable steps to obtain your express consent before making any such disclosure, we shall be entitled to treat your instructions to us to make any such payment as consent to disclosure.

24.4 Clause 24.1 does not apply to the appointment or engagement by us of another Preston Turnbull Entity; any such appointment or engagement shall be dealt with in accordance with Clause 25.

25 Data Protection

25.1 As a regulated law firm, we are a controller of the personal information we process in connection with our engagement with you. We will process personal information in accordance with applicable UK data protection laws, including the UK GDPR, the Data Protection Act 2018, the Data (Use and Access) Act 2025, the Privacy and Electronic Communications Regulations and any related legislation or guidance, each as amended or replaced from time to time.

25.2 We are committed to data protection compliance. This Clause 25 and our Privacy Notice provide information about how we process personal information in connection with our engagement, including the purposes for which we process it, the lawful bases on which we rely, how long we keep it, when we may share it and the rights individuals may have in relation to it.

25.3 The personal information we process in connection with our engagement may include details such as individuals' names, addresses, contact details, identification information, financial information and information relevant to the matter on which we are instructed. It may also include special category data or information about criminal convictions and offences, where this is necessary for the purposes of our engagement or to comply with our legal or regulatory obligations.

25.4 The main purposes for which we process personal information in connection with our engagement are to:

(a) provide you with legal services;

(b) carry out client due diligence, identity verification, anti-money laundering, sanctions, conflict, credit and risk checks;

(c) manage and develop our business and our relationship with you; and

(d) comply with our legal, regulatory, professional and insurance obligations.

25.5 We may also process your personal information, where you are an individual, or personal information of individuals through whom we conduct our relationship with you, where you are not an individual, for marketing and business development purposes. Where we do so, we will comply with applicable marketing and data protection laws and will respect any opt-out or objection rights that apply.

25.6 Where we use electronic verification, screening tools, automated systems or other technology to support client onboarding, compliance checks, credit checks, risk management, matter administration or the delivery of legal services, we will do so in accordance with applicable data protection laws and will apply appropriate safeguards where required:

25.7 Where you, or someone on your behalf, provide personal information to us, we rely on you to help us comply with our obligations under applicable data protection laws in relation to that personal information. In particular

(a) we are committed to using only the personal information we need for the purposes for which we process it. To help us achieve this, you must provide to us only the personal information that is relevant to our engagement or that we specifically ask you to share with us;

(b) you must ensure that the personal information you provide to us is accurate and, where necessary, kept up to date;

(c) we will assume that we may process all personal information you provide to us in accordance with our Privacy Notice and applicable data protection laws. This means that you should only provide to us personal information that you are entitled to share with us for use in connection with our engagement; and you must inform each relevant individual that you are giving their personal information to us in connection with our engagement and that their information will be processed by us in the manner and for the purpose described in our Information Notice, unless relevant data protection laws allow us to process that individual's personal information in line with our Information Notice without such information being given to the individual.

(d) you must inform each relevant individual that you are giving their personal information to us in connection with our engagement and that their information will be processed by us in the manner and for the purposes described in our Privacy Notice, unless applicable data protection laws allow us to process that individual's personal information without such information being given to the individual.

25.8 If you have any questions, comments or complaints about our data protection practices, or about how we process personal information in connection with our engagement, please contact the Supervising Partner in the first instance. We will handle any data protection complaint in accordance with our data protection complaints procedure and applicable UK data protection laws.

26 **Use of Artificial Intelligence (AI)**

26.1 In providing our legal services, we may use artificial intelligence ("AI") tools and technologies to assist with certain administrative and legal support tasks, such as document review, legal research, document drafting, summarisation and data analysis. The use of AI enables us to improve efficiency and enhance the delivery of our services.

26.2 We will only use AI systems that have been approved by the Firm, and which meet our requirements for information security, confidentiality and data protection. Any use of AI will be subject to appropriate human oversight, and all legal advice, documents and work product will be reviewed by a suitably qualified member of our legal team before being provided to you.

27 **Electronic communications**

27.1 During the course of this matter, we may wish to communicate electronically with one another. The electronic transmission of information cannot be guaranteed to be secure or error-free, as it will be transmitted over a public network, and such information could be intercepted, corrupted, lost, destroyed, arrive late or incomplete, or otherwise be adversely affected or unsafe to use.

27.2 We and you each agree to use reasonable procedures to check for the most recently known viruses before sending information electronically, but we each recognise that such procedures cannot be a guarantee that transmissions will be virus-free.

27.3 We shall each be responsible for protecting our own interests in relation to electronic communications. Neither you or we (nor any other Preston Turnbull Entity or any Preston Turnbull Person) shall be liable to the other on any basis, whether in contract, tort (including negligence) or otherwise, in respect of any damage or loss arising from or in connection with the electronic communication of information between us.

28 **Future instructions**

Unless we both agree otherwise, and subject to our then current hourly rates, these Terms of Business (as amended from time to time) will apply to any future instructions that you are kind enough to give us.

29 **Complaints procedure**

29.1 If at any time you have any queries or concerns on any aspect of a matter (including a bill) then please do not hesitate to contact the Supervising Partner. If this does not resolve the matter to your satisfaction, or you would prefer not to speak to the Supervising Partner, then please feel free to contact our Client Care Partner. You can obtain a copy of our complaints procedure via our website.

29.2 If we are unable to resolve your complaint then you can have the complaint independently looked at by the Legal Ombudsman. The Legal Ombudsman investigates complaints about service issues with lawyers.

29.3 The Legal Ombudsman expects complaints to be made to them within one year of the date of the act or omission about which you are concerned or within one year of you realising there was a concern. You must also refer your concerns to the Legal Ombudsman within six months of our final response to you.

29.4 You can contact the Legal Ombudsman by: Telephone: 0300 555 0333
Email: enquiries@legalombudsman.org.uk

Post: Legal Ombudsman,
PO Box 6167 Slough SL1 0EH

29.5 Responsibility for regulation and complaints handling has been separated from the Law Society's representative functions. The Solicitors' Regulation Authority is the independent regulatory arm of the Law Society, and the Legal Ombudsman deals with complaints against lawyers: you may raise any concerns with either of these bodies.

30 **Compulsory insurance**

We are required to provide you with certain information pursuant to EU legislation. Such information, which includes details of our compulsory insurance, can be accessed on www.preston-turnbull.com.

31 **Third party rights**

31.1 Except to the extent provided in Clause 28.2, a person who is not a party to the agreement between us has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the agreement.

31.2 The exclusions of liability in favour of Preston Turnbull Persons and Preston Turnbull Entities contained in Clauses 20, 21, 22, 23, 26 and 32 of these Terms of Business may be enforced by any Preston Turnbull Entity or any Preston Turnbull Person subject to and in accordance with the terms of the agreement between us and the Contracts (Rights of Third Parties) Act 1999.

31.3 Notwithstanding that any term of the agreement between us may be or become enforceable by a Preston Turnbull Entity or a Preston Turnbull Person:

(a) you and we may agree to waive, grant time under or otherwise deal with any of our respective rights and obligations under the terms of the agreement between you and us; and

(b) the terms of the agreement between you and us may be varied, amended or modified, or such agreement may be suspended, cancelled or terminated by agreement between you and us or pursuant to its terms, or the agreement may be rescinded, (in each case) without reference to or the consent of any such Preston Turnbull Entity or Preston Turnbull Person.

32 **Intellectual property**

Subject to payment of our fees for services provided, you are entitled to use and copy all documents created by us for you in the course of the retainer but only in connection with the retainer for which they are created. All copyright and other intellectual property rights in the documents created by us and related in any way to the scope of our work remain our property. We will be free to use the intellectual property in them to give advice to other clients provided we do not breach our duty of confidentiality to you.

33 **Disclosures to HM Revenue and Customs**

In certain circumstances legislation may require us to disclose details of transactions to HM Revenue and Customs where these may result in a tax advantage. If we consider that such a requirement arises, we will inform you, and you agree to provide us with such information and assistance as may be necessary to enable us to meet our obligations in this regard within the time frame imposed by law. While we will aim to secure your consent to such disclosure, we may be required to make disclosure whether you consent or not and neither we nor any other Preston Turnbull Entity or any Preston Turnbull Person will be responsible for any loss (including additional tax, interest or penalties) which may arise by reason of our having done so.

34 **Publicity**

34.1 Where we have advised on a matter (and subject to our duty of confidentiality) we may inform legal and trade journals about the matter which we have completed and may also use details of the matter for our own marketing. Please let us know if you do not wish us to do so in any particular case.

34.2 If it is proposed that any public announcement be made by you or others in respect of a matter upon which we have acted for you, we would generally be pleased to permit reference to Preston Turnbull LLP and its role, subject to our prior approval of the text.

35 **Equality and diversity**

Preston Turnbull LLP has formal procedures in place to ensure equal opportunities. We view diversity as critical to the international nature of our business and have created a working environment where people from different backgrounds can thrive. We are committed to treating all prospective and existing partners, employees, clients and third parties equally and without regard to gender, marital status, ethnic origin, age, disability, sexual orientation or religious belief. Our Equality and Diversity Policy is available on request.

Prevention of harassment. We do not tolerate sexual harassment, other harassment, bullying or victimisation of our partners, employees, consultants, trainees or other people working with us. We will take all reasonable steps to prevent sexual harassment of our employees in the course of their employment, including by clients and other third parties, and to prevent other unlawful harassment of our employees by third parties. Sexual harassment means unwanted conduct of a sexual nature which has the purpose or effect of violating a person's dignity or creating an intimidating, hostile, degrading, humiliating or offensive environment for them. You must treat those working with us with dignity and respect and must not engage in such conduct. You must communicate these standards to your officers, employees, agents and other representatives who deal with us and take reasonable steps to ensure their compliance. These standards apply to in-person and electronic communications, meetings, business travel and work-related social events, whether on our premises or elsewhere. Concerns may be raised with the Supervising Partner, our Client Care Partner or our HR team; no person is required to raise a concern with the person whose conduct is in question. We will take concerns seriously, investigate appropriately and handle information sensitively on a need-to-know basis. You must cooperate reasonably with any investigation and must not victimise anyone for raising a concern or assisting an investigation in good faith. We may take proportionate protective action, including requiring a different representative, restricting contact or access to premises or events, and, where appropriate, ceasing to act in accordance with Clause 16 and our legal and professional obligations.

36 **Severability**

If at any time any provision of these Terms of Business or any engagement letter is or becomes illegal, invalid or unenforceable in any respect under the law of any jurisdiction, that shall not affect or impair the legality, validity or enforceability in that jurisdiction of any other provision of these Terms of Business or any engagement letter, or the legality, validity or enforceability under the law of any other jurisdiction of that or any other provision of these Terms of Business or any engagement letter.

37 **Entire agreement**

These Terms of Business and the terms of any engagement letter (together with any other terms agreed in writing between you and us in connection with our engagement) constitute the entire agreement and understanding between you and us in relation to our engagement and supersede all previous negotiations, agreements and commitments with respect to that engagement.

38 **Rights and remedies**

38.1 The rights and remedies available to us by virtue of these Terms of Business are without prejudice to any other rights or remedies available to us.

38.2 Any failure by us to exercise or delay by us in exercising a right or remedy provided by these Terms of Business or by law does not constitute a waiver of the right or remedy, or a waiver of other rights or remedies.

39 **Force majeure**

Neither you nor we shall be responsible for failure to perform our respective obligations concerning your instructions (save for your responsibility to pay our bills in full) where any such failure is due to causes outside, respectively, your or our control, including sanctions, embargoes or similar action.

40 **Law and jurisdiction**

40.1 The contract between you and us in respect of our engagement, and any non-contractual obligations arising out of or in connection with such engagement, shall be governed by and construed in accordance with English law.

40.2 You acknowledge and agree that we may bring a claim against you in respect of the subject matter of such contract in any jurisdiction in which you or your assets are located.

40.3 You acknowledge and agree that we may bring a claim against you in respect of the subject matter of such contract in the High Court of Justice in England.

Save as set out in Clause 39.2 and Clause 39.3, and unless otherwise stated in the engagement letter, we and you agree that any dispute or claim arising out of or in connection with such contract or its subject-matter or formation (including non-contractual disputes or claims) shall be referred to and finally resolved by arbitration under the LCIA Rules, which Rules are deemed to be incorporated by reference into this clause.