SHERIDANS

TERMS OF BUSINESS

1. Our Aim

1.1. We aim to offer our clients quality legal advice with a personal service at a fair cost. We hope it is helpful to you to set out in this document the basis on which we will provide our professional services.

2. General

2.1. We will provide legal services to you on these terms of business. To the extent there is any discrepancy between your client care letter and these terms of business, your client care letter will prevail.

2.2. Unless otherwise agreed in writing, and subject to the application of the current hourly rates, these terms of business will apply to any future instructions given by you to this firm.

2.3. Variations to these terms of business must be agreed in writing. However, there may also be variations as a result of any changes in the law or in the rules and regulations laid down by the Solicitors Regulation Authority which regulates the professional conduct of solicitors.

2.4. A reference to a partner is actually a description of a Member of Sheridans Solicitors LLP or a senior employee of Sheridans Solicitors LLP in that capacity, and no member or employee assumes a personal duty of care.

3. Sheridans

3.1. Sheridans Solicitors LLP is a law firm regulated by the Solicitors Regulation Authority (**'the SRA'**). Our SRA ID is 8011321. We also hold the Law Society's Conveyancing Quality Scheme accreditation. Sheridans Solicitors LLP is a limited liability partnership registered at Companies House with reference OC453624. Our registered office address is 76 Wardour Street, London W1F 0UR.

3.2. References to '**Sheridans**' in these terms of business are to Sheridans Solicitors LLP. Sheridans operates a branch office based in Germany which is under common control and ownership with Sheridans Solicitors LLP. Sheridans Solicitors (Germany) LLP undertakes work on behalf of Sheridans Solicitors LLP under the laws of Germany and the laws of England and Wales.

3.3. Sheridans Solicitors (Germany) LLP is also regulated by the SRA. The SRA ID is 816808. Sheridans Solicitors (Germany) LLP is a limited liability partnership registered at Companies House with reference OC426943. The registered office address is also 76 Wardour Street, London W1F 0UR.

4. Our Hours of Business

4.1. The normal hours of opening at our offices are between 9.30am and 5.30pm on weekdays, excluding UK Bank Holidays. Messages can be left on the answer phone outside those hours and appointments may be arranged at other times when required.

5. Service Standards

5.1. We will:

5.1.1. communicate with you in plain language

5.1.2. review your matter regularly

5.1.3. update you by telephone or in writing with progress on your matter and the legal work required, regularly, and in relation to long-running matters, at least every six weeks

5.1.4. advise you of any changes in the law whilst we remain instructed

5.1.5. update you on the cost of your matter regularly and in relation to long-running matters, at least every six months or more frequently if agreed with you

5.1.6. update you on whether the likely outcomes still justify the likely costs and risks associated with your matter, whenever there is a material change in circumstances

5.1.7. update you on the likely timescales for each stage of the matter and any important changes in those estimates

5.1.8. advise you of any circumstances and risks of which we are aware or consider to be reasonably foreseeable that could affect the outcome of your matter

6. Equality, Diversity and Inclusion

6.1. We are committed to promoting equality, diversity and inclusion in all of our dealings with clients, third parties and employees.

7. Confidentiality and Data Protection

7.1. Confidentiality

7.1.1. We use the information you provide primarily for the provision of legal services to you and for related purposes including:

(a) updating and enhancing client records

(b) analysis to help us manage our practice

(c) statutory returns

(d) legal and regulatory compliance

7.1.2. We are obliged to keep all data and information about you or your matter, obtained during the retainer, confidential. We take that obligation very seriously. Our use of that information is subject to your instructions, the Data Protection Act 2018 and our duty of confidentiality.

7.1.3. Everything you tell us about your affairs is confidential, except to the extent that it may be necessary for us to disclose certain information to third parties relating to your matter. We only disclose such information where we believe it to be appropriate or reasonable to do so in order to progress the matter or where we are compelled to do so by law.

7.1.4. Sometimes our files may be subject to audit or quality checks by external firms or organisations. We may also outsource work. This might be, for example, typing or photocopying or costing work or research and preparation to assist with your matter. We will always seek a confidentiality agreement with these outsourced providers. If you do not want your file to be outsourced, please let us know as soon as possible.

7.1.5. We do not accept responsibility for any breach of confidentiality because of a fault of omission on your part, or by your agents, or the result of any action by a third party, or if otherwise a matter enters the public domain.

7.2. GDPR and the Data Protection Act 2018

7.2.1. Our Privacy Policy as updated from time to time can be viewed here: Privacy Policy - Sheridans. A paper copy is available upon request. If you have any queries about this, please feel free to call the person responsible for your matter who will be able to assist.

7.3. Data Retention and Erasure

7.3.1. Upon closure of your file, we will set a retention period according to the type of work. At that time, any physical papers will be confidentially shredded, and the electronic file and all personal data processed, including accounts records, will be deleted.

8. Limitation of Liability

8.1. Our liability to you for the work undertaken is limited to three million pounds (£3,000,000) with regard to any claims or losses however arising with respect to the legal services that we provide.

8.2. The legal services and any associated advice or reports are provided for your sole use and reliance. Only you as

our client shall be entitled to rely on any advice given to you or any part of it unless otherwise expressly agreed in writing by us. We accept no responsibility for any reliance by any third parties that may be placed on any advice or report we have provided to you unless expressly agreed in writing by us. Where there is any claim made against us the amount recoverable from us shall be limited to such proportion of the claim as is determined to be just and equitable in the light of the relative responsibility that:

8.2.1. we have in the matter; and

8.2.2. you (including any director, employee, agent, subsidiary or affiliate) have in the matter; and

8.2.3. any other person unrelated to you who is jointly or severally liable (a "**Third Party**") has in the matter. Any limitation, exclusion or restriction on the liability of a Third Party howsoever arising (including but not limited to bankruptcy, insolvency or death, the "**Liability Limitation**") shall be ignored for the purposes of determining the responsibility of the Third Party. In such circumstances our total liability under any claim will be limited to the maximum sum which could have been claimed against us excluding any sums which would have been claimed from a Third Party except for the Liability.

8.3. We will not be liable for any consequential, special, indirect or exemplary damages, costs or losses or any damages, cost or losses attributable to lost profits or opportunities. We can only limit our liability to the extent the law allows. We cannot limit our liability for death or personal injury caused by our negligence or for our fraud, fraudulent misrepresentations or fraudulent misstatements. All client account money is strictly held by us in accordance with the requirements of the SRA Account Rules and the Solicitors Act 1974. We are not liable to you for any losses incurred as a result of any banking failure. Please ask if you would like us to explain any of the terms above.

9. Client Due Diligence

9.1. Anti-Money Laundering, Anti-Financial Crime and Disclosure of Information

9.1.1. Solicitors are under a legal obligation to obtain and verify information about the identity of their clients and, where relevant, people related to them (for example, beneficial owners and company directors, persons purporting to act on behalf of the client, etc.). Solicitors are also required to monitor the business relationship with all clients including scrutiny of transactions and undertaking reviews of existing records and keeping the documents or information obtained for the purpose of applying client due diligence measures up to date. We will have written to you regarding the identity information required for our client due diligence procedures in your specific case separately.

9.1.2. Solicitors are under a professional and legal obligation to keep the affairs of their clients confidential. This obligation, however, is subject to a statutory exception: legislation on money laundering and terrorist financing has placed solicitors under a legal duty in certain circumstances to disclose information to the National Crime Agency. Where a solicitor knows or suspects that a transaction on behalf of a client involves money laundering, the solicitor may be required to make a disclosure. If it becomes necessary to make such a disclosure, we may not be able to inform you that it has been made, or of the reasons for it, because the law prohibits this disclosure to you. We may have to stop working on your matter for a period of time and may not be able to tell you why. Where the law permits us, we will tell you about any potential money laundering problem and explain what action we may need to take.

9.1.3. Sheridans maintains a central international database of client due diligence material on clients to which branches, or affiliated offices ("**international offices**") can refer; this is known within the legal sector as transferring clients between jurisdictions, or "Passporting". Sheridans Solicitors (Germany) LLP is an international office, as defined above, of Sheridans. All international offices must review the relevant client due diligence material to be satisfied that sufficient client due diligence has been completed in accordance with legislation in that jurisdiction. If further information is required to be in full compliance, the international office will contact you to obtain the information and ensure it is added to the central database. If you have any queries in relation to this, please contact our Compliance Officer on 020 7079 0100 who will be happy to assist.

9.2. Electronic Identity Verification (EIDV)

9.2.1. We reserve the right to undertake a search with an independent EIDV company for the purposes of verifying your identity, and/or the identity of the beneficial owners and directors of your company. To do so, the EIDV company will check the details you supply against any particulars on any database (public or otherwise) to which they have access. They may also use your details in the future to assist other companies for verification purposes. A record of the search will be retained. A soft footprint will be left on your record to indicate that an identity check has been conducted; however, we confirm that this footprint is not visible to anyone but you and will not affect your credit score.

9.2.2. We may also keep a record of your credit and payment history and determine our proposed fee arrangements and our payment terms, based on that information and our risk assessment of credit.

10. Your documents and how we deal with them

10.1. Disclosure of Documents

10.1.1. In order to comply with Court and tribunal rules, all documentation, both physical and digital, relevant to any issues in litigation, however potentially damaging to your case, has to be preserved and may be required to be made available to the other party in the litigation. This aspect of proceedings is known as 'disclosure'.

10.1.2. Subject to this, we will not reveal confidential information about your case except as provided by these terms of business and where, for example, your opponent is ordered to pay your costs, and we have an obligation to reveal details of the case to them and to the Court.

10.2. Intellectual Property

10.2.1. We own all of the intellectual property rights to the documentation or other materials we create in the provision of our legal services to you ("**Materials**").

10.3. What happens to your file once the matter is complete?

10.3.1. Copyright in any documents prepared on your behalf will not pass to you unless we have specifically agreed otherwise.

10.3.2. After completing work:

(a) we may keep your documents on file while there is still money owed to us for fees and expenses;

(b) we keep any copies of your papers we hold in our case management system, for up to 15 years;

(c) if you request your file, we will deliver a copy to you; and

(d) once that period has expired, we may (but are not obliged to) destroy or return those documents (unless we have agreed with you to deposit documents in safe custody).

10.3.3. If we retrieve papers or documents from storage in relation to continuing or new instructions to act in connection with your affairs, we will not normally charge for such retrieval. However, we may make a charge based on time spent at the appropriate Fee Earner's

hourly rate for retrieving stored papers or documents for you. We may also charge for reading, correspondence, or other work necessary to comply with your instructions.

11. Regulating communication between us

11.1. To enable us to deal with your matter effectively, it is necessary that you provide us with clear, timely and accurate instructions and provide all relevant documentation which is required.

11.2. Where we act for two or more clients jointly it is on the clear understanding that we are authorised to act on instructions from any of them.

11.3. If you are providing instructions on behalf of a company or any other person, you hereby warrant and represent that you are fully authorised to do so and in the event of any breach of such warranty you hereby agree to keep us and our partners fully and completely indemnified against all and any losses, costs and expenses howsoever incurred.

11.4. We will communicate with you in the most effective way, as agreed between us. If we agree to use email, we will take every precaution to ensure it is virus free, although this cannot be guaranteed. We may not allow certain types of documents into our environment, although we would seek to resolve any difficulties which might arise. Under the Telecommunications (Lawful Business Practice) (Interception of Communications) Regulations 2000 we reserve the right to monitor email correspondence.

12. Cyber Risk

12.1. You should always employ up to date, industry recognised, virus prevention software and, if possible, two-factor authentication to keep your system(s) secure. We may consider any email, fax, or other contact number or address you provide us with as secure and you acknowledge the risks associated with the use of that means of communication.

12.2. Please notify us immediately if you suspect that you may have received an email or other communication purporting to be from us which is not from us, or one that has been tampered with, or if you consider there is any other material risk in any communication you have received. For this purpose, always contact us via our usual, original contact telephone number (hackers often may include fake or alternative contact details in their emails).

12.3. Please note text, instant messaging, or other chat messages may be an inappropriate means to instruct or communicate with us. We may not receive those messages, and they may be unsecure.

12.4. We may use third party cloud hosting and application providers to deliver our services, provided we remain responsible for our own subcontractors. If you would like us to use specific applications, cloud computing services or social media, hosting, data processing and document sharing software (whether or not we recommended them), if we agree, you shall be responsible for ensuring their security and reliability, and procuring such licences or other rights as we may need to use them, and we shall not be liable as a result of such use, including (without limitation) for losses, damages, fines, data breaches, or breach of any confidentiality duties.

13. Use of Artificial Intelligence (AI)

13.1. We utilise AI tools and systems in the course of delivering legal services and managing client matters. Such use may include, but is not limited to, document review, legal research, drafting assistance, data organisation and workflow automation. All AI outputs are subject to review and oversight by a qualified legal professional to ensure compliance with applicable professional and regulatory obligations. We do not delegate legal judgment to AI systems, and we remain fully responsible for the advice and services provided to clients.

14. Advice given by Sheridans and third parties

14.1. Should you wish to pass any advice we have provided to a third party, we will not accept liability to that third party unless we have previously agreed this in writing.

14.2. If you ask us to introduce other professional consultants to you, we will endeavour to do so. Any advice given by them will be their responsibility direct to you and not ours. Subject to legal requirements, we treat all information about matters dealt with by us as confidential.

14.3. Tax advice

14.3.1. Any work that we do for you may involve tax implications. We will not advise you on the tax implications of a transaction that you instruct us to carry out unless we are specifically instructed to do so, in which case any tax advice will be limited to the scope of our engagement. If you have any concerns in this respect, please raise them with us immediately. If we can undertake the research necessary to resolve the issue, we will do so and advise you accordingly. If we cannot, we may be able to identify a source of assistance for you.

14.3.2. For conveyancing matters, we will ask you a series of questions relating to your tax status for Stamp Duty Land Tax purposes, which we are required to clarify. We will advise you if you need to seek independent legal advice, based on the answers you provide to us.

14.3.3. For estate planning and probate matters, upon reviewing your independent circumstances, we will also advise if you need to seek independent tax advice, based on the answers you provide to us.

14.3.4. You are strongly advised to seek tax advice from an appropriate accountant or other professional and insured tax specialist about your matter should you be in any doubt whatsoever about any tax implications arising from your transaction. As tax issues can sometimes arise without you even realising them, this is why it is so important to seek specialist advice as, unless specifically agreed to the contrary in writing, we do not offer any tax advice whether upon stamp duty land tax, capital gains tax, income tax, value added tax, inheritance tax, entrepreneur's relief or other tax.

14.3.5. Sheridans is also registered with HM Revenue and Customs as a tax adviser, further details can be provided upon request. In instructing us, you acknowledge that we may be required to provide information to HM Revenue and Customs as part of our obligations under this registration, and should this requirement arise, you agree to promptly provide any such information required to ensure our obligations in this regard are met.

14.4. Investment advice

14.4.1. If, while we are acting for you, you need advice on investments, we may have to refer you to someone who is authorised by the Financial Conduct Authority, as we are not authorised. However, we may be able to provide certain limited investment services where these are closely linked to the legal work we are doing for you.

14.4.2. We are an ancillary insurance intermediary which means we can arrange insurance contracts for our clients. We act on your behalf, not on behalf of the insurance company. Sheridans is not authorised by the Financial Conduct Authority; we, however, are included on the register maintained by the Financial Conduct Authority so that we can carry on insurance distribution activity, which is broadly the advising on, selling and administration of insurance contracts. This part of our business is regulated by the Solicitors Regulation Authority, and arrangements for complaints or redress if something goes wrong are subject to the jurisdiction of

the Legal Ombudsman. The register can be accessed via the Financial Conduct Authority website at www.fca.org.uk/firms/financial-services-register

14.4.3. Insurance mediation activities and investment services, including arrangements for complaints or redress if something goes wrong, are regulated by the Solicitors Regulation Authority.

14.4.4. The Law Society of England and Wales is a designated professional body for the purposes of the Financial Services and Markets Act 2000. The Solicitors Regulation Authority is the independent regulatory arm of the Law Society.

14.4.5. If you are unhappy with any investment advice you receive from us, you should raise your concerns with either of those bodies. Unless expressly stated nothing in these terms of business confers any rights on any person pursuant to the Contracts (Rights of Third Parties) Act 1999.

14.4.6. Information on the SRA Standards and Regulations can be found on the website of the Solicitors Regulation Authority at www.sra.org.uk

15. The Finances

15.1. Estimates

15.1.1. If we provide you with an estimate of our Legal Fees, then this is only a guide for your budgeting purposes, and you should not regard it as a fixed fee or firm quotation of our charges (unless otherwise expressly agreed as such by us in writing).

15.2. Other Charges

15.2.1. Our Other Charges are the charges we make for provision of other services in addition to the time of our legal advisers, including for example, photocopying, effecting a bank payment on your behalf (those bank charges will vary depending on the nature of the transfer). Please note that our Other Charges include an element of mark-up in addition to any applicable cost incurred by us.

15.3. Charges in connection with compulsory disclosure

15.3.1. If our legal or regulatory obligations compel us at any time to make a disclosure of your Client Information to a third party such as a regulatory authority or law enforcement or government agency, then you agree we may make a reasonable charge for our time and expenses incurred.

15.4. Invoicing you

15.4.1. It is our policy to render invoices on a monthly basis. Monthly billing enables our clients and us to monitor and control the fees and cost-effectiveness of ongoing Matters. We only address invoices to our clients on the applicable Matter. Our invoices are due for payment upon receipt.

15.4.2. Our invoices and financial statements are issued electronically and will be sent to the email address you provide to us for that purpose. By signing this letter, you indicate a willingness to accept delivery of bills electronically. If you would prefer to receive paper copies of your invoices, please let us know at any time.

15.5. Arrangements to pay our invoices

15.5.1. We do not accept cash or cheques in payment of our invoices; we will return any attempted cash or cheque payments and may charge you for doing so. If you have an understanding that another person who is not our client will be paying our invoices (e.g. an employer or an insurer), then please be aware that such an understanding does not relieve you of the obligation to pay our charges and to do so upon receipt. In certain litigious cases you may be able to recover our charges in full or part from the other person, however you have to pay our charges and expenses in the first place. We are entitled to be paid the full amount of our invoice without any deduction for the method used by you to make payment e.g. arising in connection with bank transfer charges, currency conversion or the costs we may incur in processing payment by credit or charge cards.

15.6. Payments on account

15.6.1. We reserve the right at any time during the Matter to request payment(s) in advance on account of our future Legal Fees. Please note that the amount we may request as a payment on account should not be treated as an estimate of those future Legal Fees. Further we reserve the right at any time to request payment(s) in advance on account of any future Disbursements, including without limitation, in respect of counsel or foreign lawyer fees, or court fees in your matter. We may decline to incur any such Disbursements until we have received the relevant payment(s) on account requested from you. We accept no liability for the consequences of being unable to instruct third parties, including Counsel and Experts in such circumstances.

15.7. Overdue invoices

15.7.1. If any part of any of our invoices becomes overdue then, firstly, we may charge you interest on the overdue amount at a rate equivalent to 3% above the base rate from time to time of National Westminster Bank; secondly, we may choose to suspend work until all overdue amounts are paid; thirdly, we may terminate our retainer with you by giving you written notice taking effect immediately; fourthly, we may exercise a lien over your property (e.g. any documents, our Matter file, money or other assets); and, finally, we may set off the overdue amount against any other monies received by us on your behalf (e.g. sums recovered from your opponent in litigation or settlement monies).

15.8. Holding client money

15.8.1. Any money held by us for you, including any payment on account of our Legal Fees, will be placed in our client account. Where we have to pay money to you, it will only be paid by bank transfer. It will not be paid in cash or to a third party. When we hold money on your behalf we will account for interest on that sum at the conclusion of the Matter. Interest will be payable at the variable rate set by the Bank. If the quarterly interest amount calculated is less than £50, then no interest will be paid. Further information regarding the applicable SRA rules regarding interest on monies in client account can be found in the SRA Accounts Rules 2019, a copy of which is available at www.sra.org.uk.

15.8.2. The Financial Services Compensation Scheme ('**FSCS**') is the UK's statutory fund of last resort for customers of deposit taking institutions. This means the FSCS can pay compensation if such an institution is unable, or likely to be unable, to pay claims against it. The FSCS is an independent body set up under the Financial Services and Markets Act 2000. The scheme covers deposits at our bank belonging to clients, who are individuals or businesses, up to the compensation limit that exists at the relevant time (currently £120,000) per client per authorised deposit-taking institution. If you hold other personal monies, yourself, in the same bank as we hold client funds, the limit remains at the compensation limit existing at the relevant time in total, so any amount deposited by you will be deducted from the compensation limit available in respect of the funds deposited by us on your behalf. Some deposit taking institutions have several brands, i.e. where the same institution is trading under different names. You should check with your bank, the Financial Conduct Authority or a financial adviser for more information.

15.9. Bringing the retainer to an end

15.9.1. You may withdraw your instructions at any time by giving us written notice. We may stop acting for you at any time

but only where we have good reason to do so and provided, we give you reasonable notice in writing. A "good reason" may include, for example, a failure to pay our invoices on time, a failure to make a requested payment on account of our Legal Fees, a conflict of interest on our part or unreasonable behaviour on your part. Very occasionally our legal or regulatory obligations may require us immediately to suspend work on your Matter or bring our retainer to an end. Where our retainer is brought to end early under this clause, you will be responsible for paying our Legal Fees up to the moment when notice is given.

15.10. Fees and Expenses

15.10.1. Our fees are governed by law. The main provisions are:

(a) Paragraph 4 (1) of the Solicitors' (Non-Contentious Business) Remuneration Order 2009 which states a solicitor may take from his client security for the payment of any costs, including the amount of any interest to which the solicitor may become entitled under article 5; and

15.10.2. Section 59 of the Solicitors Act 1974 (for Contentious Business) (as amended) which states:

(a) Subject to subsection (2), a solicitor may make an agreement in writing with his client as to his remuneration in respect of any contentious business done, or to be done, by him (in this Act referred to as a "contentious business agreement") providing that he shall be remunerated by a gross sum, or by reference to an hourly rate, or by a salary, or otherwise, and whether at a higher or lower rate than that at which he would otherwise have been entitled to be remunerated.

(b) Nothing in this section or in sections 60 to 63 shall give validity to:

i. any purchase by a solicitor of the interest, or any part of the interest, of his client in any action, suit or other contentious proceeding; or

ii. any agreement by which a solicitor retained or employed to prosecute any action, suit or other contentious proceeding, stipulates for payment only in the event of success in that action, suit or proceeding; or

iii. any disposition, contract, settlement, conveyance, delivery, dealing or transfer which under the law relating to bankruptcy is invalid against a trustee or creditor in any bankruptcy or composition.

15.10.3. The factors included in the arrangement of our fees include the complexity of the work, its value, urgency and the time spent on a matter. From time to time, we may arrange for some of this work to be carried out by persons not directly employed by us; such work will be charged to you at the hourly rate which would be charged if we had done the work ourselves.

15.10.4. Whilst we predominantly operate on an hourly rate basis, for certain instructions it may be more suitable to utilise either a fixed fee or value-based fee. These fees are not based on time spent like hourly rates but rather can be linked to milestones to be achieved or factors including complexity or urgency. We will discuss with you and determine which pricing model is most suitable at the outset and you will be provided with an estimate of costs that we will work within so that you are aware of the costs involved before committing to the instruction.

15.10.5. We generally calculate fees on the basis of the time spent on the matter by individuals at specific hourly rates. Such calculation may include meetings with you; reviewing documents; preparing and working on papers; making and receiving telephone calls, emails, faxes and text messages; preparation of any detailed costs estimates, schedules and bills; attending at court; and time necessarily spent travelling away from the office. If we agree a different arrangement, this will be documented in writing to you, setting out the arrangements we have agreed.

15.10.6. Further, for Non-Contentious work, in addition to the time spent, we may take into account a number of factors including any need to carry out work outside our normal office hours, the complexity of the issues, the speed at which action has to be taken, together with any particular specialist expertise which the case may demand. An increase in the rates may be applied to reflect such factors.

15.10.7. In property transactions, in the administration of estates, and in matters involving a substantial financial value or benefit to a client, a charge reflecting, for example, the price of the property, or the value of the financial benefit may be considered. Where an increase in the rates or a charge reflecting any value element is to be added we will explain this to you.

15.10.8. We generally review our hourly rates on an annual basis, on 1 April, and you will be charged at the rate applicable when the legal services were provided.

15.10.9. When Sheridans acts for a company, we are relying exclusively on the continuing representations of the directors that your company is and will be able to pay our legal fees in accordance with the terms of the client care letter and these terms of business.

15.11. Consequences of late or non-payment of fees and/or expenses

15.11.1. Our invoices are raised monthly (unless otherwise agreed) and sent out by email and are payable in full upon receipt. Our invoices are sent by email and are deemed received by you on the date our invoice is emailed to you. If an invoice is not paid within 14 days of receipt, we are entitled to charge interest at a rate equivalent to 3% above the base rate from time to time of National Westminster Bank per annum on the outstanding amount. Please let us know if you require a hard copy of our bills and we will arrange for these to be sent to you.

15.11.2. You have certain rights if you disagree with any bill we send you. Part III of the Solicitors Act 1974 gives you a right to have a bill assessed by the Courts, whether the matter is in litigation or not.

15.11.3. If a bill is unpaid after 14 days, we have the right to suspend work on the matter to which the bill relates. We also have the right to cease to act on any other matter for you and may apply, where appropriate, to be taken off the record as solicitor. We would, however, tell you before we take such a step.

15.11.4. We are entitled to retain any money, papers (subject to such information that may be available to you under data protection laws) or other property belonging to you in our possession pending payment of our costs; this is known as a 'general lien'.

15.11.5. We are not entitled to sell property held under a lien, but we are entitled to hold property, other than money, even if the value of it exceeds the amount due to us in respect of costs. If we are involved in court proceedings, we have additional rights in any property recovered or preserved for you whether it is in our possession or not and in respect of all costs incurred, whether billed or unbilled. We also have a right to ask the Court to make a charging order in our favour for any assessed costs due to us.

15.12. VAT

15.12.1. Bills, quotations and estimates are subject to VAT at the prevailing rate, where applicable, which is currently 20%.

15.13. Getting a cost order in your favour in a successful court case

15.13.1. If you are successful in a court or arbitration case the Court or Tribunal may order your opponent to pay some or all of your costs. Interest can be claimed on the amount

due to you from the date of the court order. We will account to you for all interest received, but we are entitled to retain interest on any unpaid costs due to us.

15.13.2. You will also be responsible for paying our costs and expenses which may be incurred in order to recover any sums that may be due to you.

15.14. Getting a cost order against you in an unsuccessful court case

15.14.1. If you are unsuccessful in a court case, you may be ordered to pay the other party's legal fees and expenses. If so ordered, those legal fees are payable in addition to our fees and expenses. Arrangements to take out insurance may be possible to cover liability for such legal expenses. Please discuss this with us if you are interested in this possibility.

16. Non-Solicitation

16.1. While we provide services to you under this agreement, and for a period of 6 months after we cease providing them, you shall not induce or seek to induce any employee or partner of ours to leave employment or partnership with us or employ or engage such a person. However, this restriction shall only apply to persons with whom you materially worked in the 12 months leading up to such an actual or potential inducement or employment or engagement.

17. Resolving difficulties

17.1. What happens if our working relationship isn't working?

17.1.1. Our rules of professional conduct (the SRA Standards and Regulations) can be accessed on the Solicitors Regulation Authority website (www.sra.org.uk). If you have any query or concern about our service, please contact the partner responsible for your matter or, if preferred, you can address your concerns to our Client Care Partner at clientcare@sheridans.co.uk If you are still not satisfied, you can contact the Legal Ombudsman ("**LeO**") at PO Box 6167, Slough, SL1 OEH about your concerns or complaint. The time limit for referring a complaint to LeO will be not later than one year from the date:

(a) of the act or omission being complained about; or

(b) when the complainant should have realised that there was cause for complaint.

17.1.2. LeO will have discretion to accept out-of-time complaints in circumstances where it deems it "fair and reasonable to do so".

17.1.3. For further information you should contact the Legal Ombudsman on 0300 555 0333, by email to enquiries@legalombudsman.org.uk or via the Ombudsman's website at www.legalombudsman.org.uk/

17.2. Consumer Contracts Regulations

17.2.1. If the contract was concluded away from our premises, or if the agreement set out in the client care letter is considered to be an 'off-premises' or 'distance' contract under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013, you have the right to withdraw from the contract, without charge, within 30 days of the date on which you asked us to act for you. This right is not available to those acting in the capacity of a business. However, if you ask us to start work within the cancellation period, then we will charge you for the work we have done prior to subsequent cancellation. Your acceptance of these terms of business will amount to a request to start work immediately.

17.2.2. If you seek to withdraw instructions, you should give written notice by email or letter to the person named in the letter which accompanies these terms of business as being responsible for your work. If this right is available to you, and you wish to exercise it, you may choose to use the following form:

To: Sheridans, 76 Wardour Street, London, W1F 0UR, 020 7079 0100, enquiries@sheridans.co.uk

I/We [*] hereby give notice that I/We [*] cancel my/our [*] contract for the supply of the following service [*],

Requested on [*], Name of client, Address of client,

_____

Signature of client (only if this form is notified on paper),

Date:

[*] Delete as appropriate

18. Data Protection

18.1. We may process personal data as described in our privacy policy, as published on our website: https://www.sheridans.co.uk/privacy-policy/.

18.2. You confirm that you have obtained all appropriate licences, clearances and consents, when you ask us to collect and process data or materials for the purposes of your matter, and that you are otherwise entitled to share it with us for the purpose of our providing services to you.

18.3. We are the controller of personal data to the extent we process it for the purposes described in our privacy policy, unless agreed otherwise. Should you require us to process personal data on your behalf as a data processor, you will let us know in advance so we may consider entering an appropriate data processing agreement.

19. Final Matters

19.1. The name of Sheridans' insurer for the compulsory level of professional indemnity insurance cover is available on request. Our insurance cover is worldwide.

19.2. These basic terms, and the services we provide to you, are governed by, and interpreted and construed in accordance with English Law, and you agree to submit irrevocably to the exclusive jurisdiction of the English Courts in the event of any dispute arising from the services we provide to you. Your continuing instructions in this matter will amount to an acceptance of these terms of business, and the accompanying client care letter.

19.3. If at any time any provision of these terms of business is or becomes invalid, illegal or unenforceable in any respect, such provision shall be deemed to be severed from these terms of business but the validity, legality and enforceability of the remaining provisions of these terms of business shall not be affected or impaired.