

TERMS OF BUSINESS

IBB LAW LLP is a limited liability partnership registered in England and Wales (registered number OC430367). IBB Law is the trading name of IBB Law LLP. IBB Law is authorised and regulated by the Solicitors Regulation Authority with registration number 668751. A list of the members of IBB Law LLP is open to inspection at our offices at Capital Court 30 Windsor Street Uxbridge Middlesex UB8 1AB and The Bury Church Street Chesham Bucks HP5 1JE. The list can also be viewed on our website ibblaw.co.uk.

Our VAT registration number is 343 7026 16.

PRELIMINARY

These Terms contain important provisions that limit our liability to £10 million. They may not be varied unless agreed in writing and signed by a Partner for IBB Law.

DEFINITIONS

‘IBB’, ‘The Firm’, “we” or “us” means IBB Law which is the trading name of IBB Law LLP.

‘The Client’ and **‘you’** means the person or company that has instructed the Firm and is the entity to whom the engagement letter is addressed.

‘Partner’ means a member of IBB Law LLP. No reference to a “partner” is to imply that any person is carrying on business with others in partnership.

‘The Client Care Partner’ means the Partner who has overall responsibility for your relationship with the Firm. This will be specified in the engagement letter.

‘The Liability Cap’ means £10 million.

THE STANDARDS OF SERVICE WE AIM TO PROVIDE

Our services will be provided in accordance with our initial letter to you and these Terms, which should be read in conjunction with the letter confirming your instructions. Our agreement with you is subject to

English Law and the Courts of England and Wales shall have exclusive jurisdiction.

These Terms are subject to change from time to time and are correct at the time of issue – 1 May 2020.

In performing our services, we shall use reasonable skill and care to:

- Represent your interests, and keep your business confidential;
- Explain to you the legal work which may be required and the prospects of a successful outcome;
- Explain the likely degree of financial risk in relation to legal costs which you will be taking on;
- Give you the best possible information as to the overall fees that you can expect to incur and inform you regularly of the cost that you have incurred;
- Inform you regularly of progress or, if there is none, let you know when you are likely to hear from us; and
- Deal promptly with your queries.

We do not accept responsibility for information misrepresented to us.

You acknowledge that you are instructing IBB Law as a firm and that no special duty is owed to you by any Partner or employee of the Firm. Any advice given to you by a Partner or employee of the Firm is done so on behalf of the Firm and not in his or her own individual capacity.

THE CLIENT

You will be the Firm's only client in relation to each retainer that you have with the Firm.

Advice given by the Firm during the conduct of a retainer is confidential and applies only to the particular subject matter of the retainer. You agree not to rely upon such advice in any other circumstances; nor shall such advice be disclosed or referred to in whole or in part to any other party without our prior consent in writing unless (if applicable) the third-party is a member of your group of companies or where such disclosure is required by law or by a competent regulatory authority.

Unless the Firm expressly agrees with you in writing, its present and future business relationship with you shall not be construed as giving rise to a general retainer.

CONNECTED COMPANIES

If you are a company within a group of companies, these Terms shall also apply to any of your holding, subsidiary or associated companies with whom the Firm agrees to enter into a retainer.

FOREIGN LEGAL ADVICE, OTHER PROFESSIONAL ADVISERS AND TRANSLATIONS

If and when necessary during the conduct of a retainer, the Firm will be willing to instruct on your behalf any appropriate foreign lawyers, other professional advisers and translators. However, the Firm does not assume any responsibility for the advice given to you by any such persons and you agree not to pursue any claim against the Firm in relation to their advice.

The Firm is unable to give any advice on foreign law; nor is the Firm able to give any advice as to how English law is applied in a foreign jurisdiction.

We do not provide advice on the commercial wisdom of transactions unless specifically agreed in writing and signed by a Partner.

FEES

We will let you have a separate letter giving you an estimate of our costs and details of our charge out rates.

Any information on fees that the Firm gives is only a guide, unless it is expressly stated to be a fixed quote.

The Firm will keep you informed at regular intervals (at least once every six months) as to the fees that you are incurring as the retainer progresses. Further, you will be advised if there are changed circumstances that materially affect the information on fees that you have been given previously.

Save for where we have agreed a fixed fee, our charges are normally based on the time spent dealing with a matter. Time is recorded and charged on the basis of 6-minute units.

DISBURSEMENTS

As well as our legal and other charges, our invoices will also seek reimbursement of payments made to third parties on your behalf for your benefit. The expenses incurred will depend upon the type of work we are carrying out for you but may include search fees, foreign lawyers' fees, court fees, barristers' and experts' fees, specialist providers' fees, travel costs, and courier fees. If applicable, VAT will be added to disbursements.

INTERIM BILLING

Unless otherwise agreed, the Firm will send you regular interim bills throughout the retainer typically on a monthly or quarterly basis. Unless an interim bill is marked "statutory bill", it may not include all the fees and disbursements that you have incurred with the Firm for the period covered by the bill. In such circumstances you will receive a final bill at the end of the matter.

However, in dispute resolution matters, the interim bills will be interim statute bills unless expressly stated to be "on account". This will be confirmed in the

individual client care letter you receive relating to the particular matter. This means that the bills are final bills for the relevant period.

If you would like the Firm to adopt special billing arrangements to accommodate your particular needs, please raise this with the Client Care Partner.

PAYMENT OF BILLS

All bills (whether interim or final) rendered by the Firm must be paid by you no later than 14 days after delivery without deduction or set off. Any bill not fully paid within 14 days after delivery, will attract interest at the rate for the time being payable on judgment debts. If any account is unpaid after this period, we reserve the right to cease acting further.

You will continue to be primarily responsible for paying the Firm's bills even if:

- a third-party in a non-contentious retainer agrees to pay the fees and disbursements that you have incurred with the Firm; or
- another party in a dispute resolution retainer is ordered to pay your "costs"; or
- you are making use of insurance to fund the Firm's fees and disbursements.

Where in any supplemental letter or agreement, IBB Law agrees that the rendering of any interim and/or final bill shall be contingent on the happening of an event, then, until the happening of that event, you shall not be liable to pay IBB Law any fees (as distinct from disbursements).

MONEY ON ACCOUNT

It is the Firm's policy to ask for monies on account of fees and disbursements to be incurred in conducting the retainer.

Such monies when received will be held on your behalf in the Firm's client account until a bill (whether interim or final) is delivered or a disbursement is paid. At that stage, the amount of the bill or disbursement will be transferred from the Firm's client account to its own current account. If the sum payable exceeds the amount held in the client account, you will be asked to

pay the balance promptly and (if the retainer is ongoing) to provide further monies on account.

The Firm's policy in relation to sums earned by way of interest in relation to funds held in general client account is that we do not normally pay interest on monies held (unless the interest accrued during the relevant period exceeds £20). Where we hold money in a separate designated client account, we will account for all interest earned in that account.

We may by written agreement come to a different arrangement with you or the third party for whom the money is held as to the payment of interest.

CLIENT ACCOUNT MONEY

Whilst acting for you we may hold money on your behalf in our client account. This money is held under the strict guidelines of the Solicitors Accounts Rules. However, we do not guarantee that money and accept no liability for loss in the event of the collapse of the banking institution or its inability to meet its obligations.

Our main bankers are presently AIB, although we do keep funds with other banks based in the UK.

LEGAL EXPENSES INSURANCE

In addition to policies specifically designed to provide this cover, some household insurance policies and motor insurance policies provide limited cover for legal expenses. You should check your insurance policy and inform us immediately if you believe that you will be making a claim.

If insurance cover exists, you will be primarily liable to us for our charges and you may then claim reimbursement from your insurance company. We do not guarantee that this will always be a full reimbursement.

You should also consider whether your liability for another party's costs may be covered by insurance.

DISPUTE RESOLUTION

Where a retainer relates to any dispute (actual or potential) that falls to be determined by a court or tribunal such as the High Court, County Court,

Technology & Construction Court, the Upper Tribunal (Land Chamber), Arbitration, Employment Tribunal or Employment Appeals Tribunal, additional "costs" considerations apply. In those cases, we will let you have a briefing sheet giving you further details.

DISTRIBUTION

Correspondence will be addressed to you only. We accept no responsibility to any other party, and our advice is not to be disclosed or referred to in whole or in part to any other party without our prior consent in writing unless (if applicable) the third-party is a member of your group of companies or where such disclosure is required by law or by a competent regulatory authority.

PROFESSIONAL INDEMNITY INSURANCE

We maintain compulsory professional indemnity insurance of at least £3 million, for each and every claim. Details of the minimum terms for the compulsory insurance, including territorial coverage, can be found at

<https://www.sra.org.uk/solicitors/standards-regulations/indemnity-insurance-rules/>

For your peace of mind, we carry indemnity insurance over and above this minimum. Current details of this insurance, including name and contact details of our primary layer insurer are available on our website www.ibblaw.co.uk and can be inspected at our offices or made available on request.

LIMITATION OF LIABILITY

- (a) Our maximum liability including interest for any mistake (except for fraud) is The Liability Cap (unless a different amount is agreed with you in writing).
- (b) The Liability Cap shall apply to (i) any claim arising from an act or omission, or a series of acts or omissions; (ii) any claim arising from the same or similar acts or omissions in a series of related matters or transactions (iii) all claims arising from one matter, transaction or assignment.
- (c) Where we are instructed jointly by more than one party, The Liability Cap shall apply to all of

you collectively and in total and also including anyone claiming through you.

- (d) We shall not be liable for any indirect or consequential loss or loss of anticipated profit or other benefit, where the total liability together with any other liability exceeds The Liability Cap.
- (e) If you accept any express exclusion/ limitation of liability from other professional advisers our total liability to you:
 - (i) will not exceed the aggregate amount for which we would otherwise have been liable after deducting any amount which we would have been entitled to recover pursuant to the Civil Liability (Contribution) Act 1978 but are prevented from doing so as a result of any such exclusion/limitation of liability; and
 - (ii) shall be further limited to that proportion of your losses that it would be equitable, fair and reasonable to require us to pay having regard to the extent of our liability for the same; but in either case shall be subject to the minimum £3 million restriction on limiting liability prescribed by the SRA Indemnity Insurance Rules contained within the SRA Standards and Regulations .
- (f) These limits on our liability shall apply to work done under this contract and any future work unless we agree different terms with you.
- (g) We shall not be liable for any loss arising from or connected with our compliance with any statutory obligation which we may have, or reasonably believe we may have, to report matters to the relevant authorities under the provisions of the money laundering legislation.
- (h) We believe the limitations on our liability set out in this section are reasonable having regard to our assessment of:

- (i) the amount of any likely liability to you if we make a mistake;
- (ii) the availability and cost of professional indemnity insurance; and
- (iii) possible changes in the future availability and cost of insurance and solvency of insurers.

We are happy to discuss the limit with you if you consider it insufficient for your purposes, and if appropriate we may then consider whether we are able to provide a higher limit at extra cost.

This is **not** a contentious business agreement within the provisions of section 59, Solicitors Act 1974. The provisions in that Act restricting the right of solicitors to sue for costs and to exclude liability therefore do not apply to these Terms.

These limits apply to the extent that they are permitted by law. We cannot, for example, avoid full liability if our mistake causes death or personal injury. Each of the above limitations constitutes a separate and independent limitation. This means that if one or more of the limitations are held to be invalid for any reason or to any extent or if any of the limitations are found to contravene any professional obligation, then the remaining limitations or the limitations as varied shall continue to form a valid part of these terms.

Nothing in these Terms restricts your statutory rights.

Save as expressly mentioned in these terms, it is not intended by the parties that any term which may be construed as conferring a benefit on any person who is not a party to these Terms should be enforceable by such party, whether under the provisions of the Contracts (Rights Of Third Parties) Act 1999 or otherwise. Unless we agree otherwise expressly and in writing, signed by a Partner, no other party may rely on our advice. The granting of such agreement may be subject to payment of an additional fee.

COMMUNICATION

We will communicate with you and third parties as the urgency requires by post, telephone, fax, face to face and – unless you advise us in writing that you do not wish us to do so – by email. Email is an important

business tool, but there are certain risks associated with it, and we will only use it subject to you recognising that:

- We do not use email encryption for routine client communication. This means that the Firm is unable to guarantee the confidentiality of material sent over the internet. If you feel uncomfortable dealing with us on this basis your client partner would be happy to discuss secure communication arrangements with you on an individual basis.
- The delivery of email is uncertain. You cannot assume that an email you send has reached its intended recipient. If you send instructions by email (in particular those that vary previous instructions and/or those upon which action needs to be taken urgently), you must verify by telephone that the email has been received.
- We will be entitled to treat all messages as genuine, complete and accurate.
- Incoming emails are subject to automatic screening for spam, viruses and other undesirable content, and will be quarantined (and therefore not read) if any such content is detected.

WORKING PAPERS, CORRESPONDENCE AND OTHER DOCUMENTS

Whilst we are working for you, we will keep a paper and/or electronic file. Original documentation that we receive from you (subject to quantity) may be scanned into our electronic file and hard copies returned to you at the end of your matter. Correspondence received from third parties may be scanned, stored electronically and the hard copy destroyed.

CYBER RISK

Cybercrime and email related fraud are on the increase. To protect you, your money and our business, the following security measures apply to the transfer of funds to or from the Firm.

We will provide you with our bank details at the beginning of the transaction. If you receive any communication purporting to come from us which

changes those account details, please do not rely on this and contact us by telephone immediately.

Email is not fully secure, may be intercepted by third parties and may not always reach the intended recipient. Please be aware of emails purporting to be from the Firm where there is an unexplained change in the language, poor spelling or incorrect grammar.

We shall use reasonable endeavours to ensure that emails we send are free from viruses and any other materials that may cause harm to any computer system. You undertake to act likewise with any email you send to us. We may monitor emails to investigate unauthorised use of our email system, or for any other purpose permitted by the law. As a result, we may collect personal information about the senders and/or recipients of the email, or which is contained in the email.

We accept no liability for any loss occasioned by the use of email.

The Firm can provide secure methods for exchanging large files. However, if you request that we access documents from or upload documents to your account on a file sharing or cloud based website, you acknowledge and accept that such service may not be secure and that you bear all risks and responsibilities arising from the use of that service.

STORAGE AND RETRIEVAL OF FILES

After completing your work, we will usually write to you to notify you of how long we will retain our file of your papers and documents except those papers that you ask to be returned to you.

These files may be stored in either electronic and/or paper form. We keep files on the understanding that we can destroy them after the stipulated number of years. We will not destroy documents that you ask us to deposit in safe custody, but we may make a charge to cover our costs

If we take your file out of storage in relation to continuing or new instructions to act for you, we will not normally charge for the retrieval. However in other circumstances we may charge you for administration and retrieval costs based on the time spent in

providing you with either a paper or electronic copy (in CD form) of the file.

Unless otherwise agreed in writing we shall retain documentation for a period that accords with our document retention policy from time to time. Our present policy is to retain documents for at least six years.

We reserve the right to destroy documents after a shorter period if our policy changes.

Documentation that is your property will be returned to you on request within these time periods at your expense.

LIEN

If we are owed money for our charges and expenses, then until that money is paid, in respect of every retainer that we have or have had with you, we shall be entitled to keep and deny you access to all documents in our possession or control of whatever kind and in whatever format (including electronic) and whether or not they belong to you or us.

COMPLAINTS

If at any time you would like to discuss with us how our service to you could be improved or if you are dissatisfied with the service you are receiving, we would welcome you letting us know by contacting your Client Care Partner.

You may obtain a copy of our complaints handling procedure by asking the person dealing with your matter for it. It is also available to view on our website at www.ibblaw.co.uk

We shall look at any complaint carefully and promptly and do all we can to explain the position to you. If we have given you less than satisfactory service, we shall try to do everything reasonable to put it right. Making a complaint will not affect how we handle your case.

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

We always strive to make sure that our clients receive proper information about costs in advance of the issue of a bill. If you are unhappy with your bill or require further information you can always raise this with the solicitor or Partner who delivered the account or otherwise in accordance with our complaints procedure.

You may at the end of that procedure or after a period of eight weeks from the date of making the complaint to us, make your complaint direct to the Legal Ombudsman (**LeO**).

The contact details are as follows:

Legal Ombudsman

PO Box 6806,
Wolverhampton, WV1 9WJ

Tel: 0300 555 0333

Or enquiries@legalombudsman.org.uk

Website: www.legalombudsman.org.uk

Normally, you will need to bring a complaint to LeO within six months of receiving a final written response from us about your complaint or within six years of the act or omission about which you are complaining occurring (or if outside of this period, within three years of when you should reasonably have been aware of it).

The Legal Ombudsman deals with complaints by consumers, personal representatives, residuary beneficiaries and very small businesses. This means some clients may not have the right to complain to LeO, e.g. charities or clubs with an annual income of more than £1 million, trustees of trusts with asset value of more than £1 million and most businesses (unless they are defined as micro-enterprises). This does not prevent you from making a complaint directly to us about the service you have received or about the bill.

EQUALITY AND DIVERSITY

We are committed to promoting equality and diversity in all of our dealings with clients, third parties and employees. Please contact us if you would like a copy of our equality and diversity policy.

ANTI-MONEY LAUNDERING RULES

In some areas of our work, in order to comply with the relevant money laundering legislation, we are required to satisfy ourselves that we are not unwittingly involved in money laundering.

To satisfy our regulatory obligations and conduct client identification, we will conduct an electronic verification of your identity. This process includes searching various data sets, including credit databases. Any credit reference searches will only be a softsearch.

DATA PROTECTION

We comply with the requirements of the Data Protection Act 2018 and the EU General Data Protection Regulation. A copy of our Privacy Policy which sets out how we collect, process and store your personal information, is available on our website. It also sets out your rights in respect of your personal information we process.

We will use the information you provide primarily for the provision of legal services to you and for the following related purposes:

- Updating and enhancing client records
- Analysis to help us manage our practice
- Statutory returns
- Legal and regulatory compliance

Our use of that information is subject to your instructions, data protection legislation and our duty of confidentiality. You have a right of access under the data protection legislation to the personal data which we hold about you.

You may object to any of these processing activities by emailing (data-enquiries@ibblaw.co.uk) or your primary contact, although please note that such objection may prevent us from carrying out your instructions.

INSURANCE MEDIATION AND FINANCIAL SERVICES WORK “INCIDENTAL” TO LEGAL WORK

IBB Law is an ancillary insurance intermediary. We are not authorised by the Financial Conduct Authority

(FCA). However, we are included on the register maintained by the FCA 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, including arrangements for complaints or redress if something goes wrong, is regulated by the Solicitors Regulation Authority. The register can be accessed via the FCA website at www.fca.org.uk/firms/financial-services-register

CONFIDENTIALITY AND DISCLOSURE REQUIREMENTS

Solicitors are under a professional and legal obligation to keep the affairs of their clients confidential. There are important exceptions:

- To maintain a high quality service to the standards demanded by our regulator, the SRA, our ISO 9001/2015 accreditation and our Lexcel accreditation (where appropriate) and the Legal Services Commission Quality Mark, we monitor the professional standard of our work and it may be necessary for a small number of our files to be audited by external examiners to ensure we maintain our quality systems. These external firms or organisations are required to maintain confidentiality in relation to your files. Please let us know in writing if you object to your file being submitted. Unless you notify us otherwise, we will assume that you have no objections. Our work for you will not be affected, whether or not you allow us to make your file available for audit.
- We are under a professional duty to co-operate with our regulators and are subject to audits by them when they require it.
- Certain laws (for example, those relating to money laundering and tax fraud) give power to authorities such as the police or the tax authorities to inspect clients' information and take copies of documents. It is possible that at any time, we may be requested by those authorities to provide them with access to documents held by us or to attend interviews with them in connection with the work we have done for you. If this happens, we will comply with the request only to the extent that we are

bound by law and, in so far as it is allowed, we will notify you of the request or provision of information.

- In certain circumstances, solicitors are required by statute to make a disclosure to the National Crime Agency where they know or suspect that a transaction may involve a crime including money laundering, drug trafficking or terrorist financing. If we make a disclosure in relation to your matter, we may not be able to tell you that a disclosure has been made. We may have to stop working on your matter for a period of time and we may not be able to tell you why. The Firm will not be liable to you for any loss or damage flowing directly or indirectly out of the Firm's compliance obligations (even though you may be bound by contract with a third party) or for any of our acts or omissions where we are making sure that we do not infringe any criminal or civil law as we understand the law to be.
- We reserve the right to disclose your files, any information we hold or know about you or the services we are providing, to our actual or prospective professional indemnity insurers, brokers or advisers, and auditors or risk managers whom they may appoint.
- When acting for you as a purchaser of property and also acting for your lender, we have a duty to reveal to your lender all relevant facts known to us about the purchase, the property and the terms of the transaction.

CASH

Please note that we do not normally accept payment in cash for amounts of more than £500.

OUTSOURCING OF WORK

In common with many law firms, we outsource certain support functions such as information technology, typing and some reception services. We may occasionally ask other companies or people to provide secretarial or paralegal services on our files to ensure that work is done promptly. We may also refer our files to counsel, an expert or a costs draftsman for specialist advice. We will always seek a confidentiality

agreement with these outsourced providers. If you do not want your file to be outsourced, please tell us as soon as possible.

DISTANCE SELLING

This provision applies if you engage us to provide legal services without meeting us face to face. Under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 (the Regulations), you may have the right to cancel your contract with us, without charge, within 14 working days of the date on which your contract with us is made or (if later) the date on which you receive the engagement letter and these terms. However, if we start work with your consent within that period, we may charge you for the work we do if you then cancel your instructions.

If you wish to cancel the contract, you should give notice in writing to the person named in the engagement letter as being responsible for your work. You may give notice by post, fax or email to the address shown on the engagement letter.

The Regulations require us to inform and agree with you that our work for you is likely to take more than 30 days. Your agreement to these terms is your agreement for this purpose.

AGREEMENT TO COMMENCE WORK BEFORE THE END OF THE CANCELLATION PERIOD

If you would like us to carry out the work for you more quickly than the 14 day cancellation period mentioned above would allow, then by signing these terms, you agree to the commencement of the performance of the contract for our services before the cancellation period has expired and will pay the fees which are either set out under "Fees" above or which will have been notified to you separately in our "client care" letter.

APPLICABLE LAW

These Terms shall be governed by, and construed in accordance with, English law. The Courts of England shall have exclusive jurisdiction in relation to any claim, dispute or difference concerning these Terms and any matters arising from them. Each party irrevocably waives any right it may have to object to

an action being brought in those Courts, to claim that the action has been brought in an inconvenient forum, or to claim that those Courts do not have jurisdiction. We do not advise on the law of jurisdictions other than England and Wales (which for these purposes includes the law of the European Union as applied in England and Wales).

CONFLICTS

We take conflict issues seriously. Our conflict procedures help us fulfil our professional obligation not to act for one client in a matter where there is an actual (or significant risk of a) conflict with the interests of another client for whom we are already acting. We are not aware of any conflict of interest in acting for you; if we become aware of one, we shall inform you.

TERMINATION

You may end your instructions to the Firm in writing at any time. The Firm is entitled to keep all of your papers and documents while charges and expenses remain unpaid. See "Lien" above.

The Firm may decide to stop acting for you only with good reason, e.g. if you do not pay a bill, there is a conflict of interest, you do not comply with a request for a payment on account of costs or disbursements, where there is a breakdown in confidence or where we are unable to obtain proper instructions. The Firm shall give you reasonable notice that it will stop acting for you.

If you or we decide that we should stop acting for you, you will pay our charges up until that point for the work we have done, even if the original agreement or understanding had been that we would only bill you on completion of the matter.

If we do have to stop acting for you, we will explain your options for pursuing the matter, and will work with you to minimise disruption to your matter

FORCE MAJEURE

We will not accept any liability for any delay or failure to fulfil our obligations under these Terms as a result of causes beyond our reasonable control. Such causes include but are not limited to fire, floods, acts of God,

acts and regulations of any government or authority, war, riot, strike, lockouts and industrial disputes.

SEVERANCE OF TERMS

If all or any part of any individual provision of these Terms is or becomes illegal, invalid or unenforceable in any respect then the remainder of the Terms will remain valid and enforceable.

AGREEMENT OF TERMS

By continuing to give instructions to the Firm after receipt of these Terms you will be deemed to have accepted that these Terms will apply to the retainer. Once these Terms have been agreed our appointment shall continue in accordance with these Terms until they are revised by mutual agreement or we cease to act on your behalf. These Terms shall also apply to any future engagement unless we agree different terms.