



IBB Solicitors is the trading name of Iliffes Booth Bennett, which is a partnership. A list of the partners is open to inspection at our offices: 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 www.ibblaw.co.uk.

IBB is licensed as an Alternative Business Structure (ABS) and is authorised and regulated by the Solicitors Regulation Authority (**SRA**) www.sra.org.uk. The Firm's SRA number is 78310.

Our VAT registration number is 422 3929 61.

Terms

Preliminary

These terms contain important provisions that limit our liability to £50 million.

They may not be varied unless agreed in writing and signed by a partner for IBB.

Definitions

'**IBB**', '**the Firm**', '**we**' or '**us**' means IBB Solicitors which is the trading name of Iliffes Booth Bennett.

'**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.

'**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 £50 million.

The standards of service we aim to provide

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 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;
- Deal promptly with your queries.

We do not accept responsibility for information misrepresented to us. Reliance may be placed on information and comments set out in our reports and letters only on the basis of these terms and the engagement letter.

Copyright

Copyright in all materials will remain the property of IBB.

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 applies only to the particular subject matter of the retainer, and you agree not to rely upon such advice in any other circumstances; nor shall such advice be disclosed by you to any third party without the Firm's prior written consent unless (if applicable) the third party is a member of your group of companies.

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.

You agree that, if the Firm enters into a retainer with a subsidiary or associated company of yours, the Firm's duty of care will only be owed to that subsidiary or associated company for as long as you or your holding company retain beneficial ownership of a controlling majority shareholding in it.

If you have or, have had, a retainer with the Firm, and you request the Firm to act for any company in which you (or any member(s) of your immediate family) has or, at the time of the request it is anticipated within one year will obtain, beneficial ownership of a significant shareholding and that company fails to pay, in whole or in part, any bill rendered by the Firm within one month after the date of delivery, you agree to discharge the bill within 7 days of receiving a demand from the Firm to do so.

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 cannot 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 in the Firm.

Fees

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

We will try to give you the best information possible as to the overall fees that you can expect to incur with the Firm in its conduct of the retainer. (This information will include a breakdown between profit costs, disbursements and VAT.) Where it is impractical for us to give you this information, we will let you know of the fees you can expect to incur with the Firm in its conduct of particular aspects or stages of the retainer. Any information on fees that the Firm gives can, at best, only be relied upon as 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.

Disbursements

We will require you to fund any out-of-pocket expenses that we are to incur on your behalf. Out-of-pocket expenses include: search fees, foreign attorneys' fees, court fees, barristers' and experts' fees, law costs draughtsman's fees, specialist providers' fees, investigators' fees, translators' fees, travel costs, photocopying charges 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 one month after delivery without deduction or set off. Any bill not fully paid within one month 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 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 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 it is a large sum or held for a long time). Where we hold money in a separate designated client account we will account for all interest earned in that account.

Client account money

During the course of our acting for you we may well hold money on your behalf in our client account which is held at the Firm's bank. 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 or inability of the banking institution with whom the funds are held to meet its obligations. We wish you to note the following:-

It is unlikely that we will be held liable for losses resulting from a banking failure.

Our main bankers are presently AIB, although we do keep funds with other banks based in the UK and we reserve the right to move funds between UK clearing banks and deposit takers at our discretion without notice to you.

The Financial Services Compensation Scheme (FSCS) has a limit which is presently £85,000 applicable to "individual" clients and smaller businesses, and so if you hold other personal monies yourself in the same bank as our client account, the limit remains £85,000 in total. The scheme excludes larger businesses. Eligibility Rules for the FSCS scheme can be found under the following link <http://www.fscs.org.uk/what-we-cover/eligibility-rules/>

Remember that some deposit taking institutions have several brands, ie where the same institution is trading under different names. Clients should check either with their bank, the FSA or a financial adviser for more information.

In the event of a bank failure we would need to let the FSCS have details of money held. Normally details of money in our client account are confidential but in such circumstances we feel it would be in our clients' interests to disclose that information. By agreeing to these terms of business you are giving us such consent.

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 (Lands 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.

Solicitors' Undertakings

During the course of a retainer, the Firm may be asked to provide a solicitors' undertaking to another party; for example, that you will, by a specified date, pay that other party a sum of money. As a solicitors' undertaking is binding on the Firm, the Firm has a policy of declining to give such an undertaking where there is any potential that, if the undertaking was given, the Firm might suffer professional or financial embarrassment.

Where, on your instructions, the Firm agrees to give a solicitors' undertaking to another party, your instructions to give that undertaking shall be irrevocable and where our undertaking involves the potential payment of money, it must be backed by receipt of funds from you into our account before we will issue the undertaking.

Distribution

Correspondence will be addressed to The Client only. IBB and those involved in the provision of our services will not accept any 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.

Professional indemnity insurance

We maintain compulsory professional indemnity insurance of at least £2 million, for each and every claim. Details of the minimum terms for the compulsory insurance, including territorial coverage, can be found at www.sra.org.uk/solicitors/code-of-conduct/professional-indemnity/minimum-terms-conditions.page. For your peace of mind we carry indemnity insurance over and above this minimum. This is usually £50 million. Current details of this insurance, including name and contact details of our primary layer insurer can be inspected at our office 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;
 - (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 £2 million restriction on limiting liability prescribed by the Solicitors' Code of Conduct 2011.
- (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 a reasonable amount 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 this agreement.

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 to this agreement that any term which may be construed as conferring a benefit on any person who is not a party to this agreement 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

In the course of providing our services to you we acquire and originate a range of documentation. According to its nature, this documentation is either your property or is our property. We do not segregate such documentation according to legal ownership.

We may store documents and papers electronically. As such, documentation received from you and sent to you in electronic form may not be stored in a paper 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.

Storage and retrieval of files

After completing your work, we will 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 and where you have had a paper file, we may write to you to inform you that an electronic copy of your file will be made and stored.

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 engagements of this type 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 any of the partners 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.

We always strive to make sure that our clients receive proper information about costs in advance of the issue of our account. 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). Generally, LeO deals with complaints relating to acts or omissions that happened after 5 October 2010.

LeO deals with complaints by consumers 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 our dealings with clients, third parties and employees. Please contact us if you would like a copy of our equality and diversity policy.

Data protection

The Firm has notified the Information Commissioner of its data processing activities under the Data Protection Act 1998 (the **Act**). Its registration number is Z801830X

The Act requires us to inform you that we hold information you provide on our database. We use the data primarily for the provision of legal services to you and for related purposes including:

- 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, the Act 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.

We may from time to time send you information which we think might be of interest to you. If you do not wish to receive that information, please notify us in writing.

Insurance mediation and Financial Services Work "Incidental" to Legal Work

IBB is 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 mediation activity which work is incidental to the legal work of the Firm and is hence not a mainstream regulated activity. This work is conducted in accordance with the rules of our regulator the SRA.

Confidentiality and disclosure requirements

The Money Laundering Regulations 2007 require solicitors, as well as banks, building societies and others, to obtain satisfactory evidence of the identity of their clients and sometimes people related to them. This is because solicitors who deal with money and property on behalf of their clients can be used by criminals wishing to launder money. When we first act for you, therefore, we may need you to provide us with documents to verify your identity and address. Usually we are able to use an on-line ID checker to save you the time and trouble of providing documents.

Sometimes we have to make enquiries of you about the purpose of the work we are asked to do and the source of any money being used in it.

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 9001/2008 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 our 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.

Cash and Third Party Payments

Please note that we do not normally accept payment in cash for amounts of more than £500 and we do not accept third party payments in respect of sums either due to the Firm for our costs or in respect of any transaction being carried out by you for which we are retained on your behalf.

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 are 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 the engagement letter and any matters arising from it. 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 are not aware of any conflict of interest in acting for you; if we become aware of one, we shall inform you.

We act for many professional practices and their insurers on a variety of issues. We do not believe that in the course of so doing we have acquired any confidential information relevant to this issue.

You agree that if it should transpire that we have acquired any information while acting for any other client; we would not be able to release their confidential information to 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 an interim 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.

Severance of terms

If all or any part of any individual provision of the agreement between us and you is or becomes illegal, invalid or unenforceable in any respect then the remainder of the terms of the agreement 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.