

# Terms of Business

All services provided by Bristows LLP (referred to as “we”, “us” or “our”) to a client (referred to as “you” or “your”) are governed by these terms of business except to the extent that variations are agreed in writing signed by a registered member of Bristows LLP (referred to as a “Bristows’ Partner”). Bristows’ Partners, employees, consultants and other personnel are referred to as “Bristows’ Personnel”.

Instructing us on any matter will be deemed to constitute acceptance of these terms of business subject to any variations agreed in writing signed by a Bristows’ Partner.

## Compliance Information

1. Please see the Compliance Information webpage on our website at [www.bristows.com/compliance](http://www.bristows.com/compliance) (referred to in these terms of business as a “Bristows’ Compliance Webpage”) for details of our address, contact details, legal status, regulator, VAT number, professional liability insurance, Bristows’ privacy policy, rules on costs orders in litigation before the English Courts, after the event insurance, ways to fund litigation, duty to preserve documents in anticipation of litigation, client deposit protection, payment of interest on client money, complaints handling procedure and Bristows’ slavery and human trafficking statements.
2. We are regulated by the Solicitors Regulation Authority (the “SRA”) and bound by the SRA Handbook [www.sra.org.uk/solicitors/handbook/welcome.page](http://www.sra.org.uk/solicitors/handbook/welcome.page). In no circumstances whatsoever shall we be under any obligation to act in a manner that is inconsistent with the provisions of the SRA Handbook.

## Confidential Information

3. We will abide by our professional duty to keep your affairs confidential (including after the termination or expiration of our representation) provided that we may make disclosures:-
  - 3.1. as required in the ordinary course of providing legal services (for example, in pleadings filed with court);
  - 3.2. to our auditors solely for audit purposes provided that our auditors are bound by appropriate professional and/or contractual confidentiality obligations in relation to any information disclosed by us to such auditors;
  - 3.3. to our professional indemnity insurers provided that our insurers are bound by appropriate professional and/or contractual confidentiality obligations in relation to any information disclosed by us to such insurer; and
  - 3.4. as required by law, for example under legislation concerning the prevention of terrorism and money laundering. Certain of these laws would also prohibit us from informing anyone else that a disclosure has been made. We will not be in breach of our duties as a consequence of any disclosures made in good faith to comply with the provisions of such legislation.

## Fees and Disbursements

4. Unless otherwise agreed in writing, our fees for the work carried out for you by our fee earners will be calculated by reference to the time spent by our fee earners in providing the services together with any time spent travelling in relation thereto.

5. Charge-out rates for our fee earners vary according to the individual’s seniority and level of experience. These rates are reviewed from time to time, usually at the start of May.
6. Our charging rates are inclusive of all ordinary post and telephone expenses but exclusive of any incidental expenses we incur in the course of providing services to you. Incidental expenses include but are not limited to travelling and accommodation expenses, photocopying, printing and document production charges, courier charges and videoconference charges.
7. Our charge-out rates and any other fees and expenses specified to you are exclusive of VAT. Where VAT is chargeable on any sums invoiced by us to you, we will add VAT to such sums invoiced.
8. We will be entitled to charge you for work carried out by us for you on a particular matter irrespective of whether or not that matter proceeds to completion or trial. We will also be entitled to charge you for all work carried out by us in responding to enquiries made by you or your auditors for audit purposes.

## Fees of other Service Providers

9. In the course of our work for you, we may need to instruct service providers (such as, barristers, expert witnesses or foreign advisers). We will consult with you before instructing such service providers. We can either enter into a sub-contract with such service providers or, if you prefer, you can contract directly with such service providers yourself.
10. If, having consulted with you, we enter into a sub-contract with such a service provider, you must pay us for all fees, costs and expenses charged to us by that service provider in relation to the services they provide for you.
11. We may from time to time request that you pay us funds (to be held on our client account) to cover the anticipated fees, costs and expenses of service providers sub-contracted by us in the course of working for you. If you do not pay the funds as and when we request, we will be under no obligation to procure the services of the service provider concerned.

## Payment

12. All our invoices must be paid by you in British Sterling:-
  - 12.1. by electronic bank transfer to our bank account as specified on the invoice; or
  - 12.2. by cheque or bankers draft drawn on an account with a United Kingdom clearing bank.
13. We are not able to accept any payment in physical cash due to anti-money laundering concerns.

14. You must pay all invoices issued by us in full within 30 days of the date of the invoice. Without prejudice to any other right or remedy available, if any sum remains outstanding after the 30 days, then we will have the right to:-
  - 14.1. charge interest at the statutory rate on the outstanding sums in accordance with the Late Payment of Commercial Debts Regulations;
  - 14.2. decline to act any further for you on all matters and to file appropriate notices removing us from the record in any legal proceedings in which we are representing you;
  - 14.3. invoice you for our fees, costs and expenses in respect of all work carried out up to the date on which we cease to act for you; and
  - 14.4. charge you for all costs incurred in recovering the outstanding sums.
15. If you have any questions or concerns in relation to any invoice issued by us, you must inform the Partner responsible for the matter concerned within 30 days of your receipt of the invoice.
16. We will be entitled to apply any sums that we hold for you towards payment of any invoices we have issued to you unless we have agreed in writing that the sums are to be held for another purpose.

#### Clients' Instructions

17. If we consider that by following your instructions we and/or Bristows' Personnel may incur a liability to a third party (such as but not limited to a wasted costs order), we may at our discretion:-
  - 17.1. refuse to carry out your instructions and/or cease to act for you and file appropriate notices removing us from the record in any legal or arbitration proceedings in which we are representing you; or
  - 17.2. agree to follow your instructions on condition that you indemnify us and Bristows' Personnel against such liability or pay to us a reasonable sum of money to be held by us as security in respect of such liability.

#### Records

18. Except in the case of original signed title deeds to real property, we will have no obligation to retain physical documents in relation to any matter on which you have instructed us and may instead retain electronic copies.
19. When we cease work on a matter, you will be entitled (subject to payment of our outstanding fees and disbursements), to take possession of certain client papers and any deeds or other original documents in our possession that relate to the matter. We will be entitled to keep a copy of any papers we transfer to you for legal and audit purposes.
20. We will be entitled to destroy our files and any records in relation to a matter on which you have instructed us (other than original signed title deeds to real property) on or after seven years from the date on which we cease to carry out work on that matter.

#### Liability

21. If you instruct us in relation to matters that involve other service providers (including but not limited to other professional firms) who limit their liability in any way then, our own liability will be limited to the lesser of (i) what our liability would have been had the other service providers not so limited their liability, and (ii) any specific limitation of liability that we have agreed with you.
22. We do not accept any liability for any losses arising out of the default or failure of individual banks or the banking system. Details of the protection available to certain clients under the UK's Financial Services Compensation Scheme are available at Bristows' Compliance Webpage.
23. Any exclusion or limitation of our liability in these terms of business or in any engagement letter between us will not apply to any liability for death or personal injury caused by our negligence, fraud or any other liability that may not be excluded or limited by law.
24. We do not charge any mark-up on the fees charged by the service providers we instruct in the course of working for you. Accordingly, we do not accept any liability to you or any third party in relation to any act or omission of such service providers.

#### Third Parties

25. We do not accept any liability or responsibility to any third party in respect of any advice, documents, information or other services provided by us unless we expressly agree to the contrary in writing signed by a Bristows' Partner.
26. Before disclosing to any third party (other than a third party in respect of which we have expressly agreed in writing signed by a Bristows' Partner, to accept liability or responsibility) any advice, documents, information or other services provided by us, you must inform such third party of the provisions of Section 25 above.
27. If you disclose to any third party (or instruct us to disclose to any third party) any advice, documents, information or other services provided by us to you, you will compensate us and Bristows' Personnel for any loss and/or expenses we and/or Bristows' Personnel may incur arising out of or in connection with any claim or allegation made by such third party in relation to such advice, documents, information or other services (including, but not limited to, any claim alleging negligence by us and/or Bristows' Personnel) provided that such compensation shall not apply to the extent that we have expressly agreed in writing signed by a Bristows' Partner to accept liability to such third party in relation to such advice, documents, information or other services provided by us to you.

## Complaints Procedure

28. If you have concerns about any aspect of our service or any invoices we have sent you, you should discuss your concerns promptly with the Partner responsible for that work. If this does not resolve the matter to your satisfaction within a reasonable time then you should make a complaint to our Managing Partners at the address set out on the Bristows' Compliance Webpage. A copy of our complaints handling procedure is available from the Bristows' Compliance Webpage.
29. If you are not satisfied with our handling of your complaint then you may be able to refer your complaint to the Legal Ombudsman. To find out whether you can do so, please check the information provided at [www.legalombudsman.org.uk](http://www.legalombudsman.org.uk) or contact the Legal Ombudsman at PO Box 6806, Wolverhampton WV1 9WJ, Tel: 0300 555 0333. Please note: any complaint to the Legal Ombudsman must ordinarily be made within six months of the date we provide you with a written response to your complaint and also within one year from when the act or omission complained of took place or, if later, one year from when you should reasonably have known there was cause for complaint without taking advice from a third party.
30. You are entitled to have our charges reviewed by an Officer of the High Court under Sections 70, 71 and 72 of the Solicitors Act 1974.

## E-mail

31. Unless you instruct otherwise, we will use ordinary e-mail in the course of carrying out work for you; for example, to correspond with you, others involved in the transaction or litigation and their advisors.
32. E-mail is not secure and can sometimes fail to reach the intended recipient as quickly as anticipated or at all. If you send us an e-mail concerning a matter requiring urgent attention you must call us to check it has been received.
33. We do not accept any liability for the lack of security of e-mails sent via the internet or the failure of e-mails to arrive as quickly as anticipated or at all.

## Data Protection

34. We may receive personal data about you, your officers and personnel. We may also receive information about other individuals related to matters on which we are advising, for example other individuals involved in a transaction or a dispute. Where we are a data controller in respect of that personal data, we will process such personal data in accordance with our Client Data Privacy Notice which is available on Bristows' privacy compliance webpage at [www.bristows.com/gdpr](http://www.bristows.com/gdpr). Alternatively, we can provide you a hard copy on request.
35. If we are acting for you in connection with a matter that involves us handling documents (whether hard copy or electronic and whether belonging to you or a third party) where we have no control over the contents of the documents (e.g. in connection with disclosure in litigation or a due diligence in a transaction) and those documents contain personal data (the "Documents"), we shall process

any personal data in the Documents as a data processor, and, as such, we shall:-

- 35.1. only process such personal data in accordance with your documented instructions (including the document entitled Processing Instructions for Document Handling available at [www.bristows.com/gdpr](http://www.bristows.com/gdpr)), including with regard to transfers, unless required to do otherwise by applicable law. In which event, we shall inform you of the legal requirement before processing such personal data other than in accordance with your instructions, unless that same law prohibits us from doing so on important grounds of public interest;
- 35.2. ensure that those Bristows' Personnel authorised to process such personal data are bound by appropriate obligations of confidentiality;
- 35.3. implement appropriate technical and organisational measures to protect any such personal data against unauthorised and unlawful processing and against accidental loss, destruction, disclosure, damage or alteration;
- 35.4. provide reasonable cooperation and assistance to you as you may require at your cost to allow you to comply with your obligations as a data controller, including in relation to data security; data breach notification; data protection impact assessments; prior consultation with supervisory authorities; the fulfilment of data subject's rights; and any enquiry, notice or investigation by a supervisory authority;
- 35.5. at your choice, delete or return all Documents to you after the end of the performance of our obligations relating to processing, and delete or destroy existing copies unless data protection laws or other relevant legal obligations require storage of the Documents;
- 35.6. not appoint any third party to process such personal data on your behalf ("Subprocessor") without your prior written consent. If we appoint a Subprocessor we will impose legally binding contract terms on the sub-processor which are equivalent to the provisions of this Section 35;
- 35.7. remain liable to you for a breach of the terms of this Section 35 resulting from the actions of any Subprocessor;
- 35.8. notify you without undue delay of becoming aware of any actual personal data breach, and provide a reasonably detailed description of the breach, the type of personal data that was the subject of the breach and (to the extent known) the identity of each affected person(s), as soon as such information can be collected or otherwise becomes available, as well as all other information and co-operation which you may reasonably request relating to the breach; and
- 35.9. on request, provide you with information necessary to demonstrate compliance with our obligations in this Section 35 and allow for and contribute to audits, including physical inspections, conducted by you or your representatives bound by appropriate obligations of confidentiality.

### Tax Advice

36. Unless you expressly instruct us to provide advice on tax matters, our services will not include advice concerning the tax implications of any course of action or transaction.

### Cost Orders in Litigation and Arbitration Matters

37. In general, the English Courts will order a losing litigant to pay a significant proportion of the costs of the litigation incurred by the winning litigant. A summary of the rules governing the allocation between litigants of costs is available at Bristows' Compliance Webpage.

38. In certain arbitration proceedings, a losing party can be ordered to pay the costs of the arbitration together with a significant proportion of the costs incurred by the winning party.

### After The Event Insurance

39. If you are considering bringing a claim, or if you receive a claim, in court, arbitration or tribunal proceedings, it may be possible, in certain cases, to obtain insurance to cover your own and the other parties' legal costs in the event you do not win. Further details are available at Bristows' Compliance Webpage.

### Insurance Distribution Activity

40. We are not authorised by the Financial Conduct Authority. However, we are included on the Exempt Professional Firm (EPF) register maintained by the Financial Conduct Authority so that we can carry on insurance distribution activities, which are 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 Financial Conduct Authority website at [www.fca.org.uk/firms/financial-services-register](http://www.fca.org.uk/firms/financial-services-register).

### Termination

41. At your request at any time, we will cease work on any or all matters upon which you have instructed us. We may at our option cease work on any or all matters upon which you have instructed us and file appropriate notices removing us from the record in any legal proceedings in which we are representing you, provided that we have a good reason for doing so and promptly inform you of our decision.

### Advice on Foreign Law

42. Bristows' Partners and Solicitors are qualified to advise on matters of English law. A number of our Partners and Solicitors are also able to advise on relevant matters of EU law. If you require advice on matters covered by the law of another jurisdiction then we are willing at your option to:-

42.1. obtain advice on your behalf and at your expense from legal advisers qualified under the laws of that jurisdiction; or

42.2. introduce you to foreign legal advisors that you can instruct directly; or

42.3. provide general guidance on the matter on the basis that you accept that we cannot give definitive advice on matters covered by the law of another jurisdiction.

### Responsibilities of Bristows LLP

43. All services you receive from Bristows' Personnel (including, without limitation, any work carried out for you or advice given to you) will be provided for and on behalf of Bristows LLP and not by Bristows' Personnel in their own personal capacity.

44. Any claims in relation to services you receive from Bristows' Personnel (including, without limitation, any work carried out for you or advice given to you) must be brought against Bristows LLP only and not Bristows' Personnel individually.

### Governing Law

45. English law shall govern the contract between us, including without limitation, its formation, validity, construction, performance and any non-contractual causes of action arising out of or in connection with the contract or work carried out by us for you. You and we submit irrevocably to the exclusive jurisdiction of the English Courts in relation to any dispute arising out of or in connection with the contract or work carried out by us for you provided that we may at our option take proceedings in another jurisdiction to recover any sums owed by you to us.