APPENDIX B

IRWIN MITCHELL LLP

TERMS AND CONDITIONS

irwinmitchell

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TERMS AND CONDITIONS

1 INTRODUCTION TO OUR TERMS AND WHY THEY ARE IMPORTANT

1.1 Please read these Terms and Conditions carefully as they contain important information that you need to know. These terms are standard and apply to all our clients. They state who we are, how we provide our services, our payment terms, how you can change or end the contract and other important information.

1.2 They should be read together with:

1.2.1 your Engagement Letter which you should have received from the legal advisor working on your matter. The Engagement Letter sets out the details of the matter you are instructing us on; and

1.2.2 any supplementary agreements that may apply to you such as a Funding Arrangement, a Conditional Fee Agreement, or a Legal Expenses Insurance Policy. We will advise you if this is the case. If you have any questions about funding your matter, please tell us and we can discuss this in further detail with you.

1.3 The above documents and any appendices provided by your legal advisor form your **"contract"** with us, Irwin Mitchell LLP, and is referred to as the Client Care/Global Engagement Pack.

1.4 These Terms and Conditions replace any previous terms and conditions between us, and will continue to apply to all future instructions, unless we advise otherwise.

You confirm that by continuing to instruct us, this indicates your agreement with the terms of the contract between us.

1.5 The words written in **bold** have specific meanings in this contract and are explained in the glossary at the end of these terms.

The terms in the blue coloured boxes are particularly important. Please make sure you have read and understood them.

2 WHO WE ARE

2.1 **Irwin Mitchell** is a full-service law firm, which means whatever advice you need or problem you have, it is likely we can help.

2.2 We are legal advisors with a difference, based in offices across the UK and with an international presence.

2.3 **"Irwin Mitchell"** is the business title used by Irwin Mitchell LLP which is a limited liability partnership and registered in England and Wales with number OC343897. Any reference to **"Irwin Mitchell"**, **"us"** or **"we"**, whether in this or any other document or communication from us, refers to Irwin Mitchell LLP and all contracts and advice given in relation to our business are entered into or are given by Irwin Mitchell LLP only.

2.4 Irwin Mitchell LLP is authorised and regulated by the Solicitors Regulation Authority under SRA number 570654 and is subject to standards and regulations of professional conduct. The website of the Solicitors Regulation Authority (**"SRA"**) includes details of the relevant Standards and Regulations: https://www.sra.org.uk/solicitors/standards-regulations/.

3 HOW WE CAN HELP YOU

3.1 We want to provide you with the best possible service. To help us do this, we need you to provide us with information that is clear, accurate and complete.

> If you are unsure whether the information you provide is correct, you must tell us, and we will check it. Otherwise, we will assume it is accurate and provide our advice to you based on that information.

3.2 To progress your matter, we need your instructions promptly to avoid/reduce delays and potential increased costs.

3.3 Court proceedings or case deadlines, for example, follow a strict timetable, therefore timing is really important. You must provide the information or documentation we request from you by the relevant deadline.

3.4 If you do not provide the requested information or documentation, or delay in giving it to us, we will not be held responsible for the consequences.

> **If anything changes, let us know.**
>
> You must let us know as soon as possible of changes to any information you have given us and of anything new which may be relevant to your matter. For example, if you are an individual, please tell us immediately if you are or have ever been declared bankrupt or subject to an Individual Voluntary Arrangement. If you are a corporate body, please tell us immediately if you may potentially be subject to liquidation, administration, a Company Voluntary Arrangement, or any other analogous insolvency process.

3.5 **You can change your mind**. You can end your instructions with us at any time by contacting us directly. You must pay our fees and **expenses** up to the date that we finish acting for you. If you are transferring your matter to another provider of legal services, you may also have to pay the fees and **expenses** for transferring our files to that provider.

3.6 If you are a consumer, you may also have **"cooling off"** rights. These will have been set out in your Client Care Pack if they are applicable.

Financial Crime Prevention

3.7 To comply with anti-money laundering (**"AML"**) legislation which is designed to prevent the use and circulation of monies arising from criminal conduct, we are required to verify the identity of clients by undertaking client due diligence checks.

3.8 We verify the identity of individual clients by undertaking an electronic check against personal details such as full name, date of birth and residential address. We may send you a link to our AML software and ask you to provide your personal data together with a copy of your photo identification. Personal data will be checked against data held in external databases to confirm your identity and residential address and AML software will be used to authenticate your photo identification.

3.9 We may undertake an electronic check regarding the ownership and control structure of corporate clients and invite beneficial owners to verify their identity and residential address using AML software as outlined above. If information about the corporate client is not publicly available, we may ask you to provide certified copies of corporate records. We will let you know if we require additional documentation.

3.10 In the course of our client due diligence checks, we may collect and use special category personal information (that could be, information about racial or ethnic origin, political opinions,

details of criminal offences, or biometric data). Our checks include sanctions screening as well as checks to determine whether you are a politically exposed person.

3.11 We will not be able to carry out your instructions if we cannot complete our client due diligence checks.

3.12 We understand that it may seem onerous to provide identity documents, but there are a number of reasons why it is important to do so, including preventing identity fraud. We will therefore not only carry out these checks when you first instruct us, but also on an ongoing basis as required by our legal and/or regulatory obligations.

3.13 If you instruct us to carry out a transaction on your behalf, in addition to verifying your identity, we will also ask you to provide information about your source of wealth and funds to explain how the transaction will be financed. If all or part of the transaction is to be funded by a third party (e.g. a family member or investor), we are required to carry out due diligence on that party as well.

3.14 We will retain records of all client due diligence checks and any transactions carried out for you for compliance purposes for at least five years from the end of our business relationship with you.

3.15 Any personal data obtained for the purposes of meeting our obligations under the Money Laundering, Terrorist Financing and Transfer of Funds (Information on the Payer) Regulations 2017, or any similar applicable laws or regulations (as amended) will only be processed for the purposes of preventing money laundering, terrorist financing or proliferation financing, unless the use of the personal data is permitted by or under another enactment, or where consent has been obtained from you.

3.16 See clause 10 for further information.

You must tell us promptly about any changes to your information (e.g. a new source of funding, a new ownership structure, a change of name or address).

You must not send us any transactional funds (e.g. a deposit for a purchase), until we have completed our checks.

When we receive a request to change your bank details by email, we may call you to verify this request for fraud prevention and ask you to provide evidence of your new bank account details.

3.17 Where we have knowledge or suspicion that a person is engaged in money laundering or terrorist financing, we may have to stop acting for you and report this to the appropriate law enforcement authorities. Due to legal restrictions, we are not able to tell you or anyone else why we have ceased to act and that we have notified law enforcement. We are required to comply with our legal obligations and assist in preventing financial crime.

3.18 If, during our engagement, you become a designated person under financial sanctions legislation, we will stop work and will be required to freeze any funds held by us on your behalf in our **client account**. We will be required to share information about you with HM Treasury.

4 OUR ADVICE

4.1 Our advice is confidential to you

The advice we give to you is specifically tailored for you and should be treated as confidential. It is important that you do not disclose it to third parties. Please note that we will not be responsible if you disclose it to third parties. It is in your best interests to keep the advice confidential to maintain its integrity and ensure its applicability to your legal matter.

4.2 **Legal professional privilege**

Our advice may be covered by legal professional **privilege**. By sharing it to others, it may result in the loss of this **privilege**, making it potentially accessible to other parties. This could have unintended consequences that may not be in your best interests.

4.3 **Tax advice is not included**

Unless stated in our letter of engagement, our advice will not concern or take into account the taxation implications or consequences of any course (or possible course) of action. If you require advice on any tax-related matter, this must be treated as a new instruction.

4.4 **English law applies to our advice**

Our advice is based on English law only. Unless agreed otherwise, we are not responsible for advising you to the effect or enforceability of any documents or matters which may be subject to or governed by laws of any other jurisdiction.

We are not qualified to advise on Cayman Islands law and do not provide legal services under Cayman Islands law. If any instruction, document or transaction engages Cayman Islands law, appropriately qualified Cayman Islands counsel may need to be engaged. In such circumstances, we may recommend suitable Cayman Islands counsel.

5 MONEY MATTERS

The costs associated with instructing us will typically fall under the following categories explained below. Your assigned legal advisor will discuss these costs with you and provide further information in your Engagement Letter.

5.1 **Fees**

5.1.1 How we calculate our fees (i.e. for our time)

5.1.1.1 Unless otherwise agreed (e.g. a fixed fee), our fees are based on the hourly rates of the professionals working on your matter and the time spent. Hourly rates are reviewed periodically, and any changes will be communicated to you. Where appropriate, adjustments to our hourly rates may be made during the progress of a matter to ensure that the amount charged is fair and reasonable. For accounting purposes, we split one hour into 10 units, with each unit representing six minutes of time (one unit = six minutes). Our charges, which are calculated by hourly rates, are determined by the number of units spent on your matter. If the time spent on a particular task is less than six minutes, we round this up and charge for one unit.

5.1.1.2 This system allows for accurate tracking and billing of the time spent on your matter, ensuring transparency and fairness in our fee structure.

5.1.2 When do we increase our rates?

In certain circumstances, it may be necessary to apply increased rates to our fees. This could happen, for example, due to inflationary pressures, the need for specialist expertise, unusually fast and urgent response requirements, negotiations under challenging conditions and working excessive or unsocial hours, or to reflect the value of the work performed. Any adjustments to our rates will be communicated to you in advance ensuring transparency.

5.1.3 What time is included in our fees?

Our fees include all time spent on matters based on your instructions. It may include various activities such as attending meetings, telephone calls, preparing documents, calculating costs, opening files, complying with regulatory requirements, travelling related to your legal matter, waiting and incomplete matters (see paragraph 5.1.5 below).

5.1.4 If we are acting for more than one client

In situations where we are jointly instructed to act for more than one client, the liability for our fees and **expenses** shall be joint and several. This means that all clients could be liable for all of our fees. We do not undertake the task of splitting our fees between clients, as that is a matter between yourselves.

5.1.5 Incomplete matters

If, for any reason, the matter does not reach a conclusion, we will charge you for work done and **expenses** incurred up to the point we stop acting, unless otherwise agreed with you.

5.1.6 VAT

All costs information provided by us, and all references in this document to fees, **disbursements** and other amounts do not include Value Added Tax unless clearly stated otherwise. If VAT is applicable, it will be charged in addition to the mentioned amounts and will require payment as part of our bill delivered to you. Our VAT number is GB945758768.

5.1.7 Invoicing and Payments

5.1.7.1 All of our bills are payable on delivery. In the event you fail to promptly pay our bill, we may:

(a) decline to act further on your matter to which the bill relates, and any other matter on which you have instructed us, and deliver a final bill to you;

(b) initiate debt collection or enforcement procedures, as necessary, and we will acknowledge any outstanding disagreement within any such process; and

(c) claim interest on any late payment in any proceedings against you to recover those sums.

5.1.7.2 You agree that we are not responsible for any loss that you may incur as a result of you failing to pay our bill.

5.1.7.3 If you are unhappy with the content of the bill, then you must, as soon as possible (no later than 14 days after receiving our bill), contact us to specify the items or percentage of items in dispute, the reasons for your concern and whether you have previously raised concerns about those items. Once we receive this notice of disagreement from you, the disputed elements of the bill will not be due for payment until the dispute is resolved through our Complaints Handling Procedure.

5.1.7.4 If the disputed sum or any part of it is found to be payable by you after our Complaints Handling Procedure has concluded, you must pay all amounts due promptly (in any event within 14 days from the date we notify you).

5.1.7.5 You may refer your issue to the Legal Ombudsman for investigation if we cannot resolve it. If, on conclusion of the Legal Ombudsman's investigation, the Legal Ombudsman orders a reduction in the amount payable by you to us, we will adjust your bill accordingly.

5.1.7.6 If you have any further questions or require clarification regarding our invoicing or Complaints Handling Procedure, please do not hesitate to contact us.

5.1.8 Foreign Currency

5.1.8.1 All time spent on your matter will be billed in GBP at the agreed charge out rates unless the Engagement Letter states otherwise.

5.1.8.2 Disbursements will be incurred in GBP unless the Engagement Letter states otherwise.

5.1.8.3 Disbursements incurred in a foreign currency (e.g. US Dollars) will be billed in the foreign currency as stated on the supplier invoice, unless the Engagement Letter states otherwise.

5.1.8.4 This ensures that the invoiced amounts are accurately reflected in the contracted currency, allowing for consistency and transparency in the billing process.

5.2 Expenses, disbursements and other charges

Unless otherwise instructed, we will have the authority to incur standard expenses and disbursements while working on your behalf. These costs will be charged to you in addition to our fees. In certain cases, they may be billed separately. Please note that you will be responsible for all expenses and disbursements, including any tax costs related to them, even if your matter remains unresolved.

If relevant to your matter, such charges will be shown separately on the bill.

5.3 Payments on account

5.3.1 Occasionally, we may ask you to make advance payments on account towards anticipated costs and **disbursements**. These payments will be held in a separate **client account** (see paragraph 5.6 below). We reserve the right to withhold progress until we have received any requested payment on account. Our total costs may exceed any amounts paid in advance. In the case of legal expense insurance matters, this may well include your policy excess which your insurer has asked us to collect from you.

5.3.2 We will work closely with you to ensure transparency and clarity regarding any advance payments or additional costs that may arise throughout the course of your matter.

5.4 Bills

5.4.1 **When we issue bills**. We may issue bills monthly, quarterly, at the end of your matter. Additionally, we may issue bills before your matter is completed. This is known as an **"interim"** bill. The glossary provides explanations of the different types of bills.

5.4.2 **When must you pay your bill**. All bills are due for payment on delivery, unless we have agreed alternative arrangements. If a bill is not paid promptly, we may pause or stop working on the matter to which the bill relates and any other matter on which

you have instructed us. In this situation we may also deliver a final bill for the work completed up to that point. Timely payment of our bills ensures the continuity of our services, and it is important to note that we are not responsible for any loss that may arise as a result of inactivity due to unpaid bills.

5.4.3 **How to pay our bills**. Our bills provide detailed information about the methods available for making payment, including our bank details. You can choose to make payment by one of the following methods:

5.4.3.1 BACS, or bank transfer, or to pay by credit or debit card please call us on 0370 1500 100 and ask for our Accounts Department. This is our preferred method of payment;

5.4.3.2 if you are a client receiving Personal Legal Services, by online secure card payment, by visiting www.irwinmitchell.com/payabill and quoting your invoice number; or

5.4.3.3 in the case of legal expense insured matters, we will, subject to the terms and conditions of your insurance policy, submit a bill direct to your insurer; and

5.4.3.4 cheques are accepted.

5.4.4 We do not accept cash payments unless this is agreed with us in advance and the amount is not greater than £500. If you try to avoid this policy by depositing cash directly with our bank, we may decide to charge you for any additional checks we deem necessary to verify the source of the funds. This is to ensure compliance with anti-money laundering regulations and to maintain the integrity of our services. It is important to adhere to our cash payment policy and to provide appropriate documentation to support the source of funds to avoid any additional charges or delays in the processing of your payment.

5.4.5 Where money is paid to you, it will be paid by cheque or bank transfer. It will not be paid in cash or to a third party.

5.4.6 **We may use the money in your client account**. In situations where we hold money which belongs to you (for example, money paid on account, or costs or damages received from another party) we may, after providing you with written notification of costs incurred, deduct the amount of our outstanding costs (including disbursements and VAT) from those funds before paying the balance to you.

5.4.7 **If your matter involves court proceedings**. This is known as **"contentious business"**. If you refuse or fail (within a reasonable time) to pay a bill on account of costs, then we may stop acting for you. Before taking such action, we will provide you with reasonable notice. In addition, pending payment of any **interim bill**, we may suspend work and/or decline to act further. **If you are a corporate body and pay late**. We reserve the right to claim interest under the Late Payment of Commercial Debts (Interest) Act 1998. Interest on unpaid amounts shall take effect one day past the due date of the invoice.

5.4.8 **If you are a consumer and pay late**. We have the right to keep documents, money or other property belonging to you which has come into our possession in relation to any matter until we have received full payment for all work carried out on your behalf. This is known as **"exercising a lien"**. Please note that we will release anything held under lien once payments have been received in full.

5.4.9 **If you are not happy with your bill**. If you have any concerns or issues about our bill, we encourage you to immediately inform your legal advisor. They will be able to answer your queries and address your concerns.

5.4.10 If you wish to make a complaint about our bill, we have a dedicated Complaints Procedure in place. Please see clause 18 for more information. We take all feedback seriously and are committed to resolving any concerns in a fair and efficient manner. Unless our retainer with you is expressly termed as a Contentious Business Agreement, you may apply to court for an assessment of an **interim statute bill** or final **statute bill** under Part III of the Solicitors Act 1974.

5.4.11 **If you have legal expenses insurance**. Even if you are insured against some or all of the legal costs for which you are liable, you remain primarily responsible to pay those costs. We are committed to keeping you updated about your costs to ensure that you are well informed about the financial aspects of your legal matter.

5.5 Litigation costs

5.5.1 Costs in litigation can be a complicated subject and we understand the need for detailed information. To provide you with more detail we have prepared a document **"Important information relating to disputes"** to help. This document shares more in-depth information and will be shared with you when appropriate. Even if you are awarded costs in your favour against another party, it does not absolve you of your primary responsibility to pay our fees and **disbursements**. The process of recovering costs from a losing party can be time-consuming. We may issue a bill to you before the conclusion of any proceedings to recover costs.

5.5.2 You are required to pay the fees and **expenses** incurred in any such proceedings. If you are VAT-registered, you must pay the VAT element of our charges regardless. In situations where our fees and **disbursements** have not been fully covered by payments on account or by payment of **interim bills**, we will retain any costs received from your opponent, plus any interest earned on those costs. This is to ensure that any outstanding fees and expenses are accounted for and to recover costs incurred during your legal matter.

5.6 Our client account

5.6.1 If we have asked you for money on account, it will be put in a **client account**, which is kept separate from the firm's own money. We maintain various client accounts for this purpose and will not hold your funds in a specific designated deposit account, unless there is clear business benefit, and you instruct us to do so.

5.6.2 The client account ensures that your funds are kept separate and identifiable, providing transparency and safeguarding your money during the course of our work with you.

Our general **client account** is held with HSBC. If we change our bank account details, we will inform you via a combination of the following methods: meeting you in person, telephone, and email. We will never inform you of any changes by one method alone.

If you receive instructions to transfer funds to a new bank account, please wait for a second confirmation of those details before transferring any funds.

Do not respond to alleged calls, emails, or texts if they are single requests as they could be from a scammer!

5.6.3 If you have any concerns, please contact us before transferring any funds to our **client account**. We will not be able to accept any responsibility for any errors.

5.6.4 We are unable to guarantee the security of any funds held in our **client accounts**. In the event of the failure of the bank holding our **client account**, Irwin Mitchell LLP is unlikely to be held liable for any loss of your funds.

5.6.5 While we take appropriate measures to ensure the safety and security of client funds, it is important to be aware that unforeseen circumstances beyond our control could potentially impact the security of funds held in the client account.

Funds held by us in our client account on behalf of clients who are individuals or small businesses may be covered by the Financial Services Compensation Scheme (**"FSCS"**). You should be aware that the scheme covers only a limited amount of your deposits with any authorised institution (which is currently £85,000, but please check). This limit applies per depositor per institution. If you have your own account with the bank in question then the FSCS would, in calculating the £85,000 limit, aggregate all monies held in your name together with all funds belonging to you held in our client account in that bank. In the event that it is necessary to make a claim under the FSCS, we will be required to send your details to the FSCS. If you do not consent to this, please let us know now so that we may mark our records accordingly.

5.6.6 We have a Payment of Interest policy which determines how we calculate any interest payments. This policy ensures that any interest earned on client funds is handled in a fair and transparent manner and is available on request.

5.7 Estimates and Quotes

5.7.1 Estimates and quotations are generally based upon your initial description of the matter and upon any documentation that you might have given us to consider. Such information may not always be sufficient to give an estimate or quotation, particularly in scenarios where documentation needs to be prepared or negotiated, or if there are any complicated legal issues involved.

5.7.2 Where an estimate or quotation is given, it must be in writing to be of any effect. Even with a written estimation or quote, there are limitations to its accuracy and applicability. This may happen if a matter is more complicated than we could reasonably have expected from your description or from a preliminary review of that documentation, or unforeseen issues arise as a matter progresses which may have an impact on the amount of time which we need to spend, or upon any **disbursements** or other costs which need to be incurred.

5.7.3 If there are changes in circumstances that fall outside the scope of any estimate or quotation given, we will let you know. We shall seek to agree with you an additional fee for such matters, but if no agreement is made, we have the right to cancel this Contract by providing written notice to you.

5.7.4 If it is not possible to calculate our charges based on a previously provided quotation, our fees will be determined using our hourly rates.

5.7.5 Unless we specifically state otherwise, all estimates and quotations are exclusive of VAT, **disbursements**, and other costs.

6 INSURANCE SERVICES

Irwin Mitchell is not authorised by the Financial Conduct Authority. However, we are included on the register maintained by the Financial Conduct Authority so that we can sell and administer 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. We can provide you with our EPF reference number on request.

7 INVESTMENT ACTIVITIES

Unless we specifically agree otherwise in writing, no communication by Irwin Mitchell LLP during the course of our work for you is intended or considered to be, an invitation or inducement to any person to engage in investment activity for the purposes of the Financial Services and Markets Act 2000, or as the approval of any communication of any such invitation or inducement.

8 CONFLICTS OF INTEREST AND BUSINESS CUSTOMERS

8.1 To comply with our regulatory rules, we must undertake certain checks to ensure there are no conflicts of interest before acting for you. We will inform you if we are unable to take a matter further if, for example, a conflict of interest arises between you and another client.

8.2 Where we act for your business and it is part of wider corporate groups, we reserve the right to act in matters which may involve separate individuals or legal entities within or connected to those groups. This includes but is not limited to any holding company, subsidiary, director, officer, employee, agent, shareholder or controlling person, provided that any such matters are unrelated to your existing ongoing matter. This includes matters which may involve interests adverse to clients or connected individuals or legal entities.

8.3 This does not remove the need for us to consider our professional obligation in relation to instructions from you or any other client and we will seek to avoid conflicts of interest arising where it is clear to us that they may exist. Unless you tell us, we will not know what corporate entities within your group are connected to this matter for conflicts purposes.

Should you wish us to consider other corporate entities within your group, please ensure that you provide us with information about the structure of the group. We will then actively consider the wider position including that relating to your specific company.

9 CONFIDENTIALITY

We understand the importance of maintaining confidentiality and will keep your information confidential in accordance with our professional and regulatory obligations.

There may be certain obligations on you and us to disclose information about your matter to others.

We will only disclose your information where it is permitted by law or in accordance with our regulatory obligations or where we have your consent to do so.

9.1 We may disclose your confidential information in the following situations:

9.1.1 when we are acting for you and your lender in your property sale or purchase, we are required to share certain matters with your lender. This may affect your position with your lender, e.g. your mortgage offer or your redemption figure;

9.1.2 if your matter is funded by a legal expenses insurance policy or another funder, your policy/funding agreement will require you to advise your insurers/funders of anything that might affect them as underwriters of your claim. In particular, any offer to settle your claim, payments into court or any other significant developments;

9.1.3 when working with professional advisers on your behalf;

9.1.4 for the purposes of seeking advice;

9.1.5 to external financial auditors and other organisations which conduct audits to ensure that we continue to provide an excellent standard of service and advice and maintain accreditations and certification of our standards;

9.1.6 to our professional indemnity insurers, advisers and insurance brokers in relation to possible breaches or claims;

9.1.7 if required by anti--money laundering, terrorist financing or financial sanctions legislation;

9.1.8 to our regulators;

9.1.9 when necessary to prevent a criminal act that may result in serious bodily harm or where a Court orders us to provide information;

9.1.10 where we have an obligation to do so under the Insolvency Act 1986 which overrides solicitor-client privilege;

9.1.11 where Irwin Mitchell is being used to carry out a fraudulent activity by a perpetrator;

9.1.12 if your case is publicly funded, we may be under a duty to reveal confidential and **privileged** information to the Legal Aid Agency;

9.1.13 to any revenue authority where that authority investigates our involvement in a matter which they consider might involve abusive tax arrangements, or in any proceedings before any tribunal or court in connection with the same;

9.1.14 in the event that we buy or sell any business or assets; we may disclose information to the prospective buyer or seller of such business; and

9.1.15 due to any legal or regulatory compliance requirements.

9.1.16 If you decide to disclose details of your matter to anybody or another organisation to consider any concern(s) that you may have, we are permitted to disclose confidential information about your matter to the extent that it is reasonably necessary to defend our position or to respond to enquiries being made of us about your matter. By instructing us, you agree that **your information** may be disclosed in this way if needed.

10 HOW WE MAY USE YOUR PERSONAL INFORMATION

10.1 During the course of this engagement, we may share your information with other IM Group companies, affiliate companies and companies who supply us with support services under an outsourcing arrangement, for example where such services might be of interest to you. This sharing of information is done to ensure we can act in your best interests and will enable us to provide you with additional and relevant information and/or comply with our corporate and/or regulatory obligations. Please be assured, any sharing of data will be done in line with the arrangements set out in our privacy policy.

10.2 We will only use your personal information as set out in our Privacy Notice on our website at https://www.irwinmitchell.com/terms-conditions/privacy-security/irwin-mitchell-solicitors.

10.3 We may appoint subcontractors or other external processors as required to deliver our services (including for example, third party experts, counsel). They will either (a) process personal data on our behalf and at our direction or (b) be an independent controller in its own right. We will conduct appropriate due diligence on external processors and adopt suitable contractual provisions to ensure compliance with all relevant legal and regulatory obligations.

10.4 You understand that personal data may be transferred outside of the UK. This may include transfers to our suppliers or international firms who we may need to instruct to support your matter. Where necessary, appropriate safeguards will be established to ensure compliance with all relevant legal and regulatory obligations including the Data Protection Act 2018.

10.5 We may also share **your information** with:

10.5.1 regulatory bodies (such as the Solicitor's Regulation Authority), insolvency office holders, HMRC or other government or law enforcement agencies where we have a positive legal or regulatory obligation to do so;

10.5.2 our insurance providers and our professional indemnity insurance broker;

10.5.3 our internal and external auditors, for the purpose of auditing our compliance with our legal obligations (including Anti-Money Laundering requirements) and the SRA rules; and

10.5.4 your credit card provider (if you have paid for services using that method) if we are required to evidence the services that we have provided to you in return for fees that have been incurred.

11 SHARING DATA WITH THIRD PARTIES

11.1 You should be careful about how you use any information which comes into your possession during the matter we are dealing with. Such material may be confidential and the onward sharing of it might be prohibited (this could be expressly by contractual agreement or generally because of the nature of the proceedings, for example in proceedings involving children).

11.2 Confidential information relating to somebody else may be disclosed to you to progress your matter. Sharing somebody else's personal information with a third party could also breach UK data protection legislation if this is done without their consent.

11.3 If you are unsure about your ability to share information about your matter with third parties, please discuss this with your legal advisor.

12 FREEDOM OF INFORMATION (FOI/FOISA) AND ENVIRONMENTAL INFORMATION REGULATIONS (EIR)

12.1 This clause is only relevant where you are a public authority.

12.2 The FOI and EIR apply to all public authorities in England, Wales and Northern Ireland (similar provisions apply in Scotland under the Freedom of Information (Scotland) Act 2002).

12.3 If you are a public authority, you must notify us of any disclosure request about us and/or the provision of our legal services. You must also confirm the identity of the requestor and the information you are intending to disclose before disclosing to the requestor.

12.4 Any person or company across the world may request to see such information held by public authorities and it must be disclosed unless an exemption applies.

12.5 We will determine whether information is held on your behalf as a public authority with reference to the ICO's guidance issued from time to time, as some information may be held for administrative purposes, which is not subject to the FOISA and EIR disclosure requests.

13 HOW WE COMMUNICATE WITH YOU

13.1 We understand the importance of effective communication and will strive to accommodate your preferred communication method. This may include telephone, email, live web chat (including other electronic methods, where available) or by post.

We will always strive to provide information that is clear, accurate and easy to understand. If you have any specific needs that may require reasonable adjustments in how we

communicate with you, please let us know so that we can explore this with you. Your ease and understanding are important to us, and we will make every effort to meet your needs.

13.2 When sending documentation, we will ensure that it is done securely in accordance with our obligations under UK data protection legislation.

13.3 We may utilise other technologies to enhance our communications with you. Specifically, for email communication, whilst we take all reasonable security measures, there still remains a very small risk of interception. We cannot accept responsibility for any loss arising from a third-party gaining access to email between us.

13.4 If you have concerns about the security of email communications, please let us know, and we can explore alternative secure methods of communication to mitigate your concerns.

13.5 If we send you documents that are high in volume or sensitive in nature, we will ensure your data is protected, for example by encryption, password protection or our online secured file sharing platform.

14 AVOIDING SCAMS

We are required to monitor the risks associated with money and assets entrusted to us by our clients and to take steps to address issues identified. Whilst we always attempt to do so, it is important that you also make yourself aware of the risks posed by scammers, the dangers of social engineering and of IT manipulation used to steal data. Please ensure that you also take steps to protect your data, and email and bank account details.

15 UNDERTAKINGS

15.1 An undertaking is a legally binding promise that one solicitor might make to another solicitor (or firm of solicitors) or receive from them. During a legal transaction, the giving and receiving of undertakings can be fairly common.

15.2 If we receive an undertaking from another party in order to protect your interests, we expect that party giving the undertaking complies with its terms (i.e. they will do what has been promised). If they fail to comply with the undertaking, this could amount to professional misconduct on their part.

15.3 Undertakings are generally given on behalf of a firm and not by individual solicitors. We do not expect our solicitors to give personal undertakings and we will not require personal undertakings from other solicitors where these can be given on behalf of their law firm.

15.4 If a firm fails to comply with an undertaking and it was not a personal undertaking, it will not be directly enforceable by a court. This means that we are unlikely to be able to ask a court to enforce the undertaking against the firm. It may however be possible to seek enforcement through the court if the undertaking was a contractual term.

15.5 We will take all reasonable steps to protect your position where we cannot enforce the performance of an undertaking by the court and seek alternative methods of enforcement.

16 KEEPING IN TOUCH WITH YOU

16.1 We would like to keep in touch with you to tell you about legal developments we think may be of interest, or about new services, products, promotions and partnerships with external organisations, that may be of a benefit to you.

16.2 We would also like to hear from you about your experience of using our firm so that we can learn from you, develop our service and offer new ones. We may also want to share your experience with prospective clients on our website or other media outlets.

16.3 If you do not want to hear from us, then please click here and fill out the form so we can log your preferences on our system. You are also able to unsubscribe from any mailings, using the unsubscribe link included in our emails.

17 LOOKING AFTER YOUR DOCUMENTS

17.1 Unless we specify otherwise, we typically keep your file relating to a matter for up to seven years from the date of the final bill we send to you for the relevant work. After this period the file may be securely destroyed. However, please note some files or parts of files may be destroyed either before or after this time, in accordance with our retention schedule. The file may be stored in either paper or electronic format. This does not apply to original legal documents such as property deeds, share certificates and signed agreements. If, after the conclusion of this matter we produce or make copies of anything on the file for you, we may make a charge for this based on time spent on these tasks.

17.2 Files relating to claims for children or persons who are unable to manage their own financial affairs will ordinarily be kept for longer.

18 CONCERNS ABOUT OUR SERVICE

18.1 Our standard practice is to return all original documents to you shortly after the conclusion of your matter. We do not typically store original deeds and documents unless there is special arrangement in place. If you would like us to provide a storage service for your documents, please discuss this with the person in charge of your matter.

18.2 We value your instructions and are committed to delivering an excellent service and experience. We appreciate that occasionally things do go wrong and understand that there may be instances where you are dissatisfied. We would encourage you in the first instance to discuss this with the person dealing with your matter or their supervisor named in the Engagement Letter. If you remain unhappy with any aspect of our service, including our charges, we have a dedicated Complaints Procedure https://www.irwinmitchell.com/terms-conditions/complaints-procedure to capture and address your concerns. A hard copy is also available from our Client Care and Resolution Team by calling 0121 214 6579, emailing ClientCare@irwinmitchell.com or writing to us at:

Client Care and Resolution Team
Irwin Mitchell LLP
9th Floor, The Colmore Building
20 Colmore Circus
Birmingham
B4 6AH

18.3 If, for any reason, we are unable to resolve the issue through our Complaints Procedure, then you have the option to refer your concerns to the Legal Ombudsman. Normally, you will need to bring a complaint to the Legal Ombudsman within six months of receiving a final written response from us about your complaint. We will confirm to you when we have provided our final response. You will also need to raise your concerns with the Legal Ombudsman within one year of the problem occurring or within one year of your date of knowledge if that was later. In certain circumstances the Legal Ombudsman may accept a complaint outside of these timescales and further information about that is available from their website. Contact details for the Legal Ombudsman are as follows:

Telephone:	0300 555 0333
Email:	enquiries@legalombudsman.org.uk
Website:	www.legalombudsman.org.uk
Post:	Legal Ombudsman, PO Box 6167, Slough SL1 0EH

19 PROFESSIONAL INDEMNITY INSURANCE

19.1 Irwin Mitchell maintains Professional Indemnity Insurance cover in accordance with the SRA Indemnity Insurance Rules.

19.2 Our liability for any claims related to the legal services we provide to you is limited to £3,000,000, unless your Engagement Letter says otherwise.

20 OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU

20.1 We accept instructions from you on the basis that services provided by Irwin Mitchell LLP are provided solely for your benefit and we do not assume any liability to any person other than you in relation to the advice we give you.

20.2 **When we will accept liability**. If we fail to comply with the contract, we accept responsibility for loss or damage that you suffer that is a foreseeable result of us breaching this contract or our failing to use reasonable skill and care. Loss or damage is foreseeable if either it is obvious that will happen or if, at the time the contract was made, both parties knew it might happen, for example, if you discussed it with us when you instructed us.

20.3 We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or sub-contractors and for fraud or fraudulent misrepresentation.

20.4 **You may only claim against Irwin Mitchell LLP**. You shall not bring any claim against any of our members, employees or consultants in his or her personal capacity in connection with the advice we give you unless in circumstances of fraud by a member, employee or consultant. We shall not seek to avoid any liability to you on the grounds that the relevant claim is brought against one or more of our members, employees or consultants and not Irwin Mitchell LLP.

20.5 **We are not liable for third parties**. Unless we indicate otherwise in writing, we do not assume any responsibility or liability (including liability for fees) in relation to the acts or omissions of, or advice given by, any experts, consultants or other advisers (including legal advisers) engaged in relation to any matter connected with your instructions to us.

20.6 **We are not liable for** any loss that is the result of or due to the provision of false, misleading or incomplete information or documents (unless it was reasonable to have discovered the false, misleading or incomplete information or documents) or due to the acts or omissions of any person outside Irwin Mitchell LLP.

20.7 **We are not liable for business losses**. Where we are advising you as a corporate body, we will have no liability for any loss of profit, loss of business, business interruption or loss of business opportunity. We also have no liability for indirect or consequential losses.

20.8 **Events beyond our control**: We shall not be liable for any delay in performing or failure to perform any of our obligations to you if such delay or failure results from events or circumstances outside our control, for example: transport or communications failure; the consequences of a terrorist attack; failure of our computer systems; or damage to our premises or storage facilities by explosion, fire, corrosion, flood, natural disaster; endemics, pandemics; malicious or negligent act or accident.

20.9 The above shall not apply in relation to any liability to you, that we may incur arising from your instructions in this matter if these terms of business constitute a contentious business agreement (as defined in section 59 Solicitors Act 1974). The agreement of which these standard terms and conditions form part shall not be a contentious business agreement unless we have agreed this with you in writing.

21 RESPECTFUL CONDUCT

We are committed to providing a safe and respectful working environment for our colleagues. We operate a zero-tolerance approach to harassment, including sexual harassment, or any form of inappropriate or abusive behaviour by clients or their representatives. Where such conduct arises, we reserve the right to take appropriate action, which may include terminating our engagement where necessary.

22 UNREASONABLE BEHAVIOUR

22.1 Our internal policies and procedures are designed to effectively manage challenging situations and unreasonable behaviour towards our personnel. Examples of unreasonable behaviour include (without limitation): failing to attend any meetings or hearings; being aggressive or abusive; attempting to mislead us, the funding provider, opponent, experts or the court (through act or omission); placing unreasonable, unlawful or unethical demands on us; obstructing or preventing us from carrying out our work; making threats or making derogatory, discriminatory or offensive remarks.

22.2 In the unfortunate event there is a significant breakdown in trust and confidence or if our personnel feel intimidated, threatened or unable to communicate effectively due to your unreasonable behaviour, we may restrict your contact with our personnel. We may also choose to decline responding to your correspondence or even cease acting for you.

23 THE CONSUMER CONTRACT REGULATIONS 2013

The Consumer Contracts (Information, Cancellation and Additional Changes) Regulations 2013 may apply to your instructions. In the event this does apply to you, Your Right to Change Your Mind and End the Contract Between Us contains the relevant information.

24 EQUALITY AND DIVERSITY

We are committed to being an inclusive employer and promote diversity and equity in all our interactions with clients, third parties and employees. Please contact us if you would like a copy of our Diversity and Inclusion policy.

25 CURRENT LAW

The legal services are provided in accordance with our professional practice rules and guidelines and the proper interpretation of laws, court decisions and regulations in existence on the date on which the advice is provided. Changes in the law and interpretations may take place before our advice is acted upon or may be retrospective in effect. We accept no responsibility for any subsequent changes in the law, or in interpretations of the law, that occur after the date on which our advice is delivered to you.

26 VERBAL ADVICE

We may provide informal responses to enquiries made over the telephone or in meetings. However, such responses are given based on information available at the time and may not constitute comprehensive legal advice. In such instance, we shall have no liability to you in contract or tort (including negligence) for our verbal answers unless confirmed in writing. You should neither act nor refrain from acting on the basis of such verbal advice unless it is confirmed in writing by us.

27 DRAFT AGREEMENTS, REPORTS AND LETTERS

Any draft documents we might provide will not constitute our definitive agreements, opinion and conclusions which will be contained solely in a final written product.

28 BUSINESS CONTINUITY

We have a detailed Business Continuity plan which we are happy to discuss with you. Our plans include measures such as offsite storage and data replication of our core systems and data. These arrangements are in place to ensure we can continue to meet your expectations even if our usual place of business is inaccessible.

29 ANTI-BRIBERY AND CORRUPTION

29.1 We pride ourselves on our reputation for acting fairly and ethically wherever we do business. Our reputation is built on our values as a firm, the values of our employees and our collective commitment to acting with integrity. We condemn corruption in all its forms, and we will not tolerate it in our business or in those we do business with.

29.2 As part of our policies and procedures, there are certain circumstances in which we are unable to accept gifts and/or hospitality. This is to ensure that our actions and decisions remain impartial and free from any potential conflicts of interest. We appreciate your understanding and cooperation in upholding these standards.

30 SERVICE OF DOCUMENTS/PROCEEDINGS TO RECOVER OUR COSTS

In the event we are required to issue proceedings against you for the recovery of any unpaid invoice(s), or any part of it:

30.1 you agree to accept service of such proceedings and any other documents by email. Unless stated or agreed otherwise in writing prior to service, you further agree that the email address for the service of proceedings and any other documents shall be the email address you provide to us or use to communicate with us;

30.2 if there are any limitations to your agreement to accept service by email, such as the format in which documents are sent and/or the maximum size of attachments you can receive, then you must inform the person conducting your matter. If you do not communicate any limitations, it will be assumed there are none and the provision of this clause will be fully effective; and

30.3 you will be responsible for all:

30.3.1 costs;

30.3.2 expenses;

30.3.3 disbursements;

30.3.4 charges; and

30.3.5 VAT,

that we incur due to our legal advisors allocating time to the recovery of the funds, or as a result of the instructions to third party agents for the same.

31 COSTS DRAFTSMAN

For certain types of matters, it may be necessary to employ the services of a Costs Draftsman. A Costs Draftsman is a specialist consultant who assists with certain aspects of a case in relation to the recovery of legal costs and in particular when a Detailed Assessment of Costs is required by the Court.

32 TERMINATION

32.1 We may decide to stop acting for you and terminate our contract only with good reason, for example (but not limited to) if:

32.1.1 you fail to pay your bills;

32.1.2 your insurer/funder refuses to further fund your matter, and we are unable to agree alternative funding arrangements;

32.1.3 you fail to give us adequate and reasonable instructions enabling us to advise you;

32.1.4 a conflict of interests arises which prevents us from continuing to act (see clause 8);

32.1.5 you act in an unreasonable manner (as explained in clause 22);

32.1.6 you fail to provide any evidence of identity we have requested;

32.1.7 we are prohibited from doing so due to our legal and regulatory obligations, and/or if our engagement could risk reputational damage;

32.1.8 you enter into or propose any composition, assignment or arrangement with your creditors generally;

32.1.9 you suspend making payments on any of your debts or announce an intention to do so;

32.1.10 you are or are deemed for the purposes of any law to be, unable to pay your debts as they fall due or insolvent;

32.1.11 you take any steps or suffer any step to be taken in relation to entering bankruptcy;

32.1.12 you have a trustee in bankruptcy or similar officer appointed (in each case, whether out of court or otherwise) in respect of you or any of your assets; or

32.1.13 you have any security over any of your assets enforced; or any analogous procedure or step is taken in any jurisdiction.

32.2 In addition to the statements above, if you are a body corporate, partnership or unincorporated association we may also stop acting for you, for example (but not limited to) if you:

32.2.1 cease or threaten to cease carrying on business;

32.2.2 take any steps or suffer any step to be taken in relation to your winding-up, dissolution, administration (whether out of court or otherwise) or reorganisation (by way of voluntary arrangement, scheme of arrangement or otherwise);

32.2.3 have a liquidator, judicial custodian, compulsory manager, receiver, administrative receiver, administrator or similar officer appointed (in each case, whether out of court or otherwise) in respect of you or any of your assets; or

32.2.4 apply for a moratorium under Part A1 of the Insolvency Act 1986.

32.3 In the unfortunate circumstance of your death during our engagement, this agreement will automatically end. Your personal representatives would then be liable for our costs, disbursements and VAT. If your personal representatives or dependants wish to continue the matter (for your estate and/or dependants) there will need to be a new agreement and funding arrangements put in place.

32.4 We will give you reasonable notice if we intend to stop acting for you.

33 IMPORTANT PROVISIONS

33.1 Making changes to these terms. We may vary these terms and will write to you if any of these changes have a significant impact on you. If you wish to make changes to these terms, these must be made with our agreement in writing.

33.2 **Which laws apply to this contract and where may you bring legal proceedings**. These terms and any other terms we may agree with you are governed by English Law and you may bring legal proceedings in respect of our services in the English Courts (and if you are a consumer, in the jurisdiction of your residence), provided always that we may in our absolute discretion refer any dispute to binding arbitration in London under the Rules of the London Court of International Arbitration. Those Rules are deemed part of these terms whereby the number of arbitrators shall be one, the language to be used in the arbitral proceedings shall be English and the seat of the arbitration shall be England.

33.3 **Professional conduct rules**. We are bound by the rules of professional conduct which can be found at https://www.sra.org.uk/solicitors/standards-regulations/.

33.4 **Copyright**. Copyright may arise in documents, reports or other material which we produce for you. We shall own this copyright and payment of our bill will not transfer it to you unless we agree otherwise.

33.5 **Nobody else has any rights under our contract with you**. This contract is between you and us. No other person shall have any rights to enforce its terms. Neither of us will need to get the agreement of any other person to end the contract or make any changes to these terms. All contracts and/or obligations entered into, or advice given in relation to our business by members, Partners, employees or consultants of Irwin Mitchell LLP are entered into or given by Irwin Mitchell LLP and not those individuals personally.

33.6 **Even if we delay in enforcing our contract with you, we can still enforce it later**. If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you later. For example, if you miss a payment and we do not chase you, but we continue to provide advice to you, we can still require you to make the payment.

33.7 **We may transfer this agreement**. Irwin Mitchell LLP may transfer its rights and/or its obligations under our agreement with you to any business which is a successor to our business or a part of it. We will tell you if this happens.

33.8 **Severance of terms**. If all or any part of any individual provision of the retainer between us and you are or becomes illegal, invalid or unenforceable in any respect then the remainder of the terms of the retainer will remain valid and enforceable.

33.9 **Entire agreement**. These terms, our Engagement Letter(s) and any appendices provided by your legal advisor form the entire agreement between us and you as to the terms of our appointment by you, to the exclusion of all other correspondence and discussion.

GLOSSARY

Client account	This is a bank account managed by Irwin Mitchell which just holds client money and is kept separate from the rest of the firm's money.
Disbursement	This is like an expense that we pay out on your behalf for things such as court fees, expert's fees, costs draftsmen's fees and barrister's fees.
Expenses	These are expenses that we incur whilst working on your matter such as travelling expenses to attend meetings, stationery and photocopying.
Statute bill or Interim Statute bill	A statute bill or interim statute bill is a bill which complies with the Solicitors Act 1974. It is a final and complete self-contained bill of costs for the period to which it relates.
Interim bill or Interim bill on account	This is a bill that is a request for payment on account.
Partner	We use the word **"Partner"** to refer to the members of Irwin Mitchell LLP. The use of the word Partner does not mean that the people so called are carrying on business in partnership under the Partnership Act 1890. A list of the members of Irwin Mitchell LLP and of those non-members who are designated as **"Partners"** is displayed at our offices.
Privilege	This is a legal concept that allows one party to withhold evidence from a third party or from the court. In other words, the party with the evidence cannot be forced to show it to the other side or the court. However, privilege can only be claimed if the evidence in question is confidential. For this reason, it is vital that you follow our advice carefully and do not openly share information or documents without checking with us first. Otherwise, you may lose your right to privilege.
Your information	This can be anything that we hold on your paper or electronic file and includes anything that is sent or provided to us by you or another person/organisation, for instance, medical records, bank statements.