

Terms of Business

1. General

- 1.1 These Terms of Business (as updated from time to time) apply to all work we do on your behalf. It is an important document—please read and keep it in a safe place for future reference.
- 1.2 Each time you instruct us on a new matter we will send you a letter confirming your instructions and setting out the scope of the work we will carry out for you, our fees and individual contact details. This is called the engagement letter. These Terms of Business should be read together with the engagement letter—together they form the contract between us.
- 1.3 If there is any inconsistency between our Terms of Business and the engagement letter, the engagement letter will take priority.
- 1.4 Unless otherwise agreed, these Terms of Business will apply to all future instructions you give us on this or any other matter.
- 1.5 This contract and any dispute or claim arising out of, or in connection with, it, its subject matter or formation (including non-contractual disputes or claims) shall be governed by, and construed in accordance with, the laws of England and Wales.
- 1.6 Punter Southall Law Limited (“**PSL**”, “**we**”, “**us**”, “**our**” and “**the Firm**”) is a limited company formed under the laws of England & Wales, with registered number 11612305. The word “partner” denotes a director of the Firm or an employee or consultant with equivalent standing and qualifications. Those persons are not in partnership with each other and PSL is not in partnership with any of them.
- 1.7 PSL is authorised and regulated by the Solicitors Regulation Authority (SRA) under authorisation 659184.
- 1.8 You can find details of the postal address, fax number, telephone number and email address of our office on our website at www.puntersouthall/law.
- 1.9 We are registered for VAT purposes. Our VAT registration number is 782601821.
- 1.10 We use “**PSL Affiliates**” to refer to our separate and affiliated businesses, including Punter Southall Group Limited. For up-to-date information on the Firm and the PSL Affiliates, please see www.puntersouthall.com.
- 1.11 Your contract is with PSL. There is no contract between you and any member, employee or consultant of PSL. Any advice given to (or other work done for) you by a member, employee or consultant of PSL is given (or done) by that person on behalf of PSL and not in his or her individual capacity and no such person assumes any personal responsibility or liability to you for the advice or other work. All correspondence and other communications sent to you

in the course of our work, whether signed by a member, consultant or employee will for all purposes be treated as having been sent on behalf of PSL.

- 1.12 You agree that, to the extent permitted under any applicable law, if, as a matter of law, a duty of care, or any other duty, liability or obligation, would otherwise be owed to you by any member, employee or consultant of PSL such duty is excluded and you agree that you will not bring any claim – whether on the basis of breach of contract, tort (including without limitation negligence), breach of statutory duty or otherwise howsoever – against any member, employee or consultant of PSL in respect of any loss or damage that you or any person or company associated with you suffer or incur, directly or indirectly, in connection in any way with any advice given to or other work done for you.
- 1.13 Accordingly, any claim that you wish to make can only be made against PSL and not against an, employee or consultant of PSL.
- 1.14 Each employee and consultant of PSL will be entitled to the benefit of these provisions under the Contracts (Rights of Third Parties) Act 1999 but PSL’s contract with you may be varied from time to time or

terminated without the consent of any such person.

2. **Our responsibilities**

- 2.1 We will provide the agreed services with reasonable skill and care and in a timely manner subject to the engagement letter and these terms. Our work and advice will cover the agreed services for the purpose expressly made known to us by you. In the absence of specific instructions from you, accepted by us in writing, we will not be obliged to provide, and can accept no liability for advice or work beyond the scope of the agreed services or in relation to factors of which we were not made aware. We owe a duty to you only, as our client, unless a partner of the Firm agrees in writing that a third party may rely on our advice.
- 2.2 We will only advise you about the taxation aspects of any proposed course of action where we are specifically requested and agree to do so and this will be separately costed and documented.
- 2.3 Unless a partner of the Firm agrees otherwise in writing, our advice will be limited to matters of English law.
- 2.4 You acknowledge that any expressions we make concerning the outcome of your legal matters are expressions of our best professional judgements but are not guarantees. Such

opinions are based on our knowledge of the facts and on the state of the law at the time they are expressed. Where specialist expertise is required, we may utilise third party experts.

3. Your responsibilities

- 3.1 You must provide us with timely, accurate and complete information relating to the agreed services and notify us promptly of any material change in information or circumstances. We are entitled to rely on information which you provide to us without further verification unless expressly agreed otherwise.
- 3.2 You accept that we will be entitled to treat the person or persons instructing us as being fully authorised by you to do so including in respect of accepting these terms and the terms of any engagement letter. You also accept that we may rely and act on advice or information provided directly or through you by other specialist advisers acting on your behalf.
- 3.3 We expect you to check all information and documents sent by us to you where it is apparent from the circumstances, or indicated by us, that you should do so and to notify us promptly of any incorrect statements or information of which you become aware.

3.4 You must tell us as soon as possible if matters are or become particularly urgent or require action by a specific time.

3.5 Our role is to act as legal advisers. You will be solely responsible for all commercial, financial or business decisions that you make.

3.6 You agree that if a third party brings a claim against the Firm because of the instructions you provide to us, you will indemnify us against any liabilities, losses, damages, costs or expenses incurred as a result.

3.7 You are responsible for ensuring that you have all necessary rights to supply us with the information you provide and that our use of that information will not infringe the rights of any third party or result in a breach of any law, rule or regulation.

4. Fee Structure

4.1 You are liable to pay the legal fees set out in the engagement letter. The fees which we will charge for our services will be that agreed by you in advance or, if not agreed in advance, that which is fair and reasonable, subject to any agreement made during the course of, or at the end of, the matter. Generally, our fees are calculated based on but not exclusively the time and effort expended including the hourly billing rates of each

lawyer and other staff members performing work on the matter and the seniority of the lawyer(s) involved. These are reviewed regularly and may be increased from time to time (usually annually on 1st May). Details of our current hourly rate are set out in the engagement letter.

4.2 The calculation of our fee may also involve consideration of additional factors recognised by the Solicitors' Remuneration Orders such as the value of the matter, complexity of the legal issues involved, time limitations beyond our control, the nature and length of the relationship with the client and the urgency of the matter. However, in certain transactions (for example, certain property work and trust work), the value of the property or the sum involved may be the dominant factors in assessing the fee.

4.3 We will charge for all time spent managing and supervising the matter and time spent by way of illustration in correspondence and in meetings, telephone and office conferences, legal research, drafting and amending documents, the preparation of papers as well as any necessary travel. We charge by reference to 6-minute units.

4.4 Unless we quote a fixed sum, any indication of a likely fee is an estimate only and may change as matters progress

and the extent of the work becomes apparent or you change the scope of your instructions. We will aim to communicate and keep you up to date with any changes in our fees.

4.5 Any fixed fee quoted or fee estimate given by us covers only the scope of work in respect of which it is given and the assumptions upon which it is based. Any additional charge will be made for any other work at our normal hourly rates.

4.6 We will charge for expenses incurred by us in carrying out the work for example the cost of telephone calls, fax transmissions, scanning, online searches, coding or other database related work on documents, photocopying storage and delivery of documents, travel and bank charges. If we have to incur additional costs of non-legal staff working overtime on evenings or weekends in order to provide an effective service to you, we will charge for these costs.

4.7 You will also be responsible for payment (or reimbursement to us) of stamp duty and other liabilities to third parties including Counsel, enquiry agents, process servers couriers and translators and in respect of Land Registry, Court and search fees. As we are directly responsible for third party charges incurred in connection with our advice to

- you, we may require payment on account.
- 4.8 Our fees and expenses are payable even if the matter on which we are working for you is not completed. You agree that we may charge for subsequent work provided that is undertaken by us at your request or necessarily as a result of action taken by you relating to the assertion of client privilege on your behalf or requiring us to provide information to your other professional advisers, auditors, governmental or other bodies or the like.
- 4.9 Our hourly rates, any fixed fee and any estimate of our fees and expenses do not include VAT which will be charged where applicable to the client to whom we provide our services.
- 4.10 To ensure that the VAT status of our services is classified correctly you will provide us with such evidence as we may request for this purpose. You will indemnify us for an interest, penalties or legal costs as a result of any interest on your VAT status not being correct.
- 4.11 If you are required to make a payment on completion of a transaction on which we are acting, you must before completion arrange for the payment (and all applicable fees, expenses and taxes) to be transferred into our designated account in fully cleared funds.
- 4.12 In some court proceedings, another party may be ordered to make a contribution to your costs. It is unusual for the amount awarded to cover the full amount of our fees. You remain liable for all our fees whether or not any such order is made or fulfilled. You may expect to contribute to your opponent's(s') costs if you are unsuccessful in addition to paying our fees and expenses. This complex subject is covered in greater detail in the Guide to Litigation which is available on request.
- 4.13 Unless otherwise agreed, if we refer instructions to any PSL Affiliate(s), PSL may provide their invoices to us so we may include such fees and charges to you as disbursements. You will be responsible for paying these disbursements so we may remit such payment to the PSL Affiliate.
- 4.14 Where we act for more than one client in relation to a matter, each client will, unless otherwise agreed by us, be jointly and severally liable for our fees. If we agree that each client's responsibility for our fees will be limited to a certain proportion of the total, and one or more clients should then cease to instruct us throughout insolvency or otherwise, you agree that the share of our charges which would otherwise have been payable by those ceasing to instruct us will become the responsibility of the

remaining clients on a pro rata basis.

5. Payment of Fees

5.1 **We will never tell you of changes to important business information, such as bank account details, by email. You agree to notify us immediately if you receive any email or other communication purporting to be from PSL stating that we have changed our bank details or payment arrangements.**

5.2 Payment of our invoices is due on delivery. Payment in relation to these terms means the receipt by us of cleared funds in our bank account covering the relevant fees, disbursements and VAT. Where payment is not made in accordance with agreed terms, we reserve the right to charge interest and/or to cease further work (whether in respect of the particular matter upon which the relevant fees were charged or any other work being carried out by us for you) on informing you to that effect in which case we accept no liability for any loss caused to you as a direct or indirect result of such delay.

5.3 We reserve the right to charge interest at the rate specified at the rate of statutory interest under the Late Payment of Commercial Debts (Interest) Act 1998 or any successor legislation. All costs and disbursements incurred by us

to recover any unpaid sums will also be due from you.

5.4 Unless we have agreed a different billing frequency, we will invoice you monthly or more frequently at our discretion. In some cases, we may require you to make a payment on account of anticipated fees and/or expenses before any work is undertaken or continued or expense incurred and/or at states throughout the matter.

5.5 You remain responsible for paying our invoices in full, including any VAT, even if a third party is liable to reimburse you for any sums included in the invoice of if there is an agreement between you and a third party that our fees and/or expenses and/or VAT will be paid by that third party. If you ask us to do any work for any other person, company or entity and to submit an invoice to that person, company or entity, you will be jointly liable for payment.

5.6 We will deliver our bills to you electronically and they must be paid in the currency stated on the invoice. You must account to us for any shortfall caused by any required currency conversion and for any applicable overseas local taxes or charges. You will also bear all other costs associated with transmitting payments in respect of our bills.

5.7 We are only able to issue VAT invoices to you, as the party liable for that VAT, and not to any third party.

6. Liability and limitation of liability by others

6.1 Our maximum liability to you (or any other party we have agreed may rely on our services) in relation to any single matter or any group of connected matters which may be aggregated by our insurers will be £3 million including interest and costs unless we expressly state a different figure in the engagement letter.

6.2 We are not and shall not be liable to you for any loss or cost whatsoever caused by any act, omission, default, delay, failure by or for any insolvency or threatened insolvency of any bank, financial institution or clearing or payment system including but not limited to any bank where we have placed client funds.

6.3 Nothing in these Terms of Business shall exclude or restrict our liability in respect of:

6.3.1 death or personal injury caused by our negligence;

6.3.2 fraud or fraudulent misrepresentation;

6.3.3 any losses caused by wilful misconduct or dishonesty;

6.3.4 any other losses which cannot be excluded or limited by applicable law.

6.4 If you agree to a limitation on the liability of any professional adviser who acts for you on a matter on which you have also instructed us, then our liability to you in respect of any claim which you may make against us will be limited to the amount of the limitation agreed by you with such other adviser provided that:

6.4.1 it is less than the amount of any limitation specified in our engagement letter or elsewhere in these terms of business or otherwise included in the terms of our engagement for that matter; and

6.4.2 the limit of our liability in respect of that matter shall not be less than £3 million.

6.5 If you have appointed other professional advisers to act for you in connection with a matter on which you have also instructed us, our liability to you for any loss arising in relation to that matter from any breach of these terms of business or the terms of our engagement letter shall be limited to such proportion of the loss as it is fair and reasonable for us to bear, to be determined on the assumption that all such other advisers have entered into a binding obligation to you in terms no less onerous than the

terms of this paragraph 6.5 and have paid to you such proportion of the loss as it is fair and reasonable for each of them to bear.

7. Files and Documents

- 7.1 We may destroy physical copies of documents once we have made electronic copies for our file. You must make specific arrangements with us if you wish papers to be retained in physical copies. If we or our subcontractor store deeds, other original documents, wills and/or associated papers (“Documents”) without charge, we shall do so at your sole risk. Consequently, and except as stated below, we will not be liable for any loss or damage to your Documents whatsoever and howsoever it may arise.
- 7.2 If, and to the extent that, any loss is caused by gross negligence or the wilful act or default of ourselves, our employees or any subcontractor, we will accept liability for your Documents up to the sum payable by our and/or our subcontractor’s insurers. Under no circumstances shall we be liable for any indirect loss, loss of profits, business interruption, emotional distress, duties or taxes arising from damage, deterioration or destruction of any document.
- 7.3 We will retain on your behalf, in storage (including those in electronic form), papers not comprising Documents relating to matters on which we have acted for you for a reasonable period which will normally be for six years after a matter is completed. After this period, we may destroy them without notice to you unless we have agreed that we will continue to store them. We reserve the right to charge for the retrieval of retained documents, and consequent advice, at the prevailing rates at the time of retrieval.
- 7.4 We retain copyright in all original documents prepared by us and in our publications and practice notes. You may use those documents for the particular purpose for which they were created. If you wish to use them for another purpose, you must obtain our written permission to do so. If we obtain an opinion from Counsel or advice from a third party, we may store a copy of it in our knowledge management system.
- 7.5 We have a general and particular lien (right of retention) over any of your property, Documents and other papers (including electronically stored material) in respect of payments due to us. If payment remains outstanding, we may, after reasonable notice to you, enforce such lien by sale or otherwise dealing with all or any part of such property or papers as we consider appropriate.

8. Confidentiality, third parties and data sharing

8.1 We will keep information and documentation entrusted to us confidential subject to any duties or obligations imposed on us by law or by our professional rules. We may disclose any aspect of your affairs to your other professional advisers unless you request us in writing not to do so.

8.2 The fact that we act for you professionally will not be deemed confidential and may be disclosed to other clients or prospective clients unless agreed otherwise and in writing. You agree that we are under no obligation to disclose to you, or use on your behalf, any information that we or any PSL Affiliate receives from another client where we owe that client a duty of confidentiality. We may act for other parties whose interests may be in competition or opposed to yours provided that we do not in doing so use information obtained from you to your detriment.

8.3 Our duty of care is to you as our client not to any third party unless we have agreed in writing to accept a duty to the third party. Communications from us to you should not be disclosed or passed on to any third party without our prior written consent where marked confidential or where it is apparent from the

circumstances that such communication is intended only for you. If you disseminate any documents that are the subject of legal privilege, either internally or externally, legal privilege may be lost. We accept no liability for any such disclosure by you to any third party without such consent and will require you to make good to us any costs or liability incurred in dealing with any claim from any such third party.

8.4 If you ask us to work alongside other professional advisers you have instructed then it is your responsibility to ensure that all information held by those professionals that could be relevant to our tasks is provided to us promptly. We shall be entitled to rely on such information unless you tell us otherwise in writing.

8.5 Information you provide to PSL may be shared with PSL Affiliates in connection with conflict clearance and other regulatory, insurance or administration requirements, accounting, marketing, IT maintenance and development, and for the purpose of legal and related services provided to you. Where this is the case, we will take all reasonable steps to ensure transferred information is kept confidential and secure as required by applicable regulation and data privacy laws. By confirming your

agreement to the terms of our engagement, or by continuing to instruct us on existing or new matters you are implicitly consenting to such arrangements.

9. Privacy and data protection

- 9.1 We use your personal data primarily to provide legal services to you but also for related purposes such as administration, billing and record keeping and to inform you of services and events that we think may be of interest to you. Our use of your personal data is subject to your instructions, the UK General Data Protection Regulation (GDPR), other relevant UK legislation and our professional duty of confidentiality. Please read our Privacy Policy as it contains important information on how and why we collect, process and store your personal data. It also explains your rights in relation to your data. Our Privacy policy is available on our website: www.puntersouthall.law/privacy-notice. We will take all appropriate measures to ensure that all personal data entrusted to us is protected against unauthorised or unlawful processing, accidental loss, destruction or damage.
- 9.2 Where appropriate and in order to provide efficient, cost-effective legal services, we use third party service providers (including ‘cloud’

service providers) to undertake certain functions which will involve the processing of your data. Examples include but are not limited to file storage, document management, backup systems, technology, and IT support, billing and legal processing. We will ensure that all providers have appropriate measures in place to protect the security and confidentiality of the information provided to them and compliance with applicable data protection legislation.

- 9.3 You agree that we may carry out credit reference checks using online or other databases as we may decide. These agencies may keep a record of that search.
- 9.4 To learn more about the cookies we use on our website and our website privacy terms, please visit: www.puntersouthall.law/cookie-policy.
- 9.5 We may use your contact details to send you information about PSL and PSL Affiliates services, newsletters and events. If you do not wish to receive such information, you can withdraw your consent by contacting the partner with whom you usually deal.
- 9.6 In the course of acting for you, we may receive data subject access requests from third parties who seek to obtain personal data passed to

us in the course of our retainer with you. In such circumstances, we will work with you to respond to such requests appropriately and in accordance with the law. However, in order to respond to and advise you on such requests, this may involve additional work not anticipated in the scope of our retainer and we therefore reserve the right to charge you for such work. For the avoidance of doubt, this does not affect any data subject access requests you may make which will be processed without charge in accordance with the relevant legislation.

10. Conflicts of Interest

- 10.1 Our professional rules may prevent us continuing to act where there is, or there is reasonably likely to be, a conflict of interest between two or more clients or where we hold or come into possession of confidential information that may be material to you but which we are under a duty to keep confidential for another client. In such circumstances, we may have to stop acting for you. If this happens, we will tell you as soon as reasonably practicable and we will endeavour to minimise any inconvenience to you. We will be under no obligation to disclose any information to you.
- 10.2 We will not undertake any new representation which gives rise to a conflict of interest or a significant risk of a conflict of interest adverse to you as described in Chapter 6 of the SRA Code of Conduct 2019 without your prior written consent.
- 10.3 Furthermore, we shall not, without your prior written consent or otherwise than in accordance with Chapter 6 of the SRA Code of Conduct 2019 including appropriate safeguards, act for another client in a matter adverse to your interest if, as a consequence of our prior representation to you, we hold confidential information which is or might be reasonably be expected to be material to that matter.
- 10.4 Should we continue to act for you we will take such steps as are necessary to ensure that the information of each party is kept confidential from any other party. This may include the creation of information barriers between the lawyers and staff working on your matters and those of the other clients. We may require you to comply with any additional measures which we consider are necessary to ensure confidentiality is maintained.
- 10.5 It is our practice to check for conflicts of interest when accepting new instructions from any client. However we may not identify all situations where there may be a conflict with your interests or where we hold specific confidential information.

10.6 Where we act for more than one client in relation to a matter (e.g. A and B), we will in general share all information generated in that matter with both parties to the extent that such information relates to their mutual interest and benefit. However, we will not share information with A about a matter in which we are instructed by B without consent and vice versa. During the joint representation, A and B understand that their communications between us and A would not be privileged from disclosure to B in the event of subsequent litigation between or among A and B (and vice versa). This applies even if such communications would be privileged from disclosure to third parties.

10.7 You agree that we or a PSL Affiliate may act for another client in a matter in which you or an entity affiliated to you has an interest but where you have instructed another law firm to represent you provided that neither we nor the PSL Affiliate breach our duty of confidentiality to you.

11. Communications

11.1 Whilst we take considerable precautions to protect our electronic networks, we cannot guarantee that our communications are secure and free from error, virus or malware. You should ensure that all your incoming

messages are scanned for viruses and malware.

11.2 Use of email carries certain risks. Confidentiality may be breached and messages may be lost or delayed. We shall not have liability to you or to any third party as a result of emailing you or with any third party in relation to matters. We accept no liability in respect of any claim or loss arising in connection with such communications.

11.3 We reserve the right to record and monitor all communications, including email correspondence and telephone calls to the extent permitted by law.

12. Anti-money laundering, terrorist financing and bribery

12.1 Under the Anti-Money Laundering Regulations 2017 (“**Regulations**”) and related legislation, we must establish the identity of our clients, and if they are not a natural Person, their beneficial owners, prior to acting and, in certain circumstances, conduct ongoing due diligence. It is a condition of our engagement with you that you supply us with such identification information and details including any relevant identification information for any third-party providing funds for any transaction or advice, as we may properly request from time to time. If we receive money in relation to your matter from an unexpected source, there may

be a delay in your matter and we may decide to charge you for any additional verification we are required, or deem necessary, to conduct.

12.2 You agree that where applicable, we may obtain identification information through databases and through electronic data provided by third parties. These agencies may keep a record of that search. We will need you, and others associated with you, to provide us with our documents to enable us to comply with our obligations under the Regulations.

12.3 The Regulations require us to retain your identity verification documents for five years. Any personal data received from you as required by this paragraph will be held by us as data controller and will be processed only for the purposes of preventing money laundering or terrorist financing unless another use is permitted by legislation or we have obtained the consent of the individual(s) concerned to such use. When we instruct Counsel or others on your behalf, we may provide copies of this information to them for their anti-money laundering processes.

12.4 We are professionally and legally obliged to keep your matter confidential. However, we may be required by law to make a disclosure to the National

Crime Agency where we know or suspect that a transaction may involve money laundering 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 further have to stop working on your matter for a period of time and may not be able to provide an explanation.

13. **Financial Services**

13.1 Our primary role is as legal adviser and it is not part of our role to advise on the merits of entering into an investment (or mortgage or insurance) transaction or exercising investment rights, or to act as a broker or arranger of transactions. Any decision to consider, discuss, negotiate or enter into a proposed investment transaction is a decision solely for you on the basis of your own assessment of the transaction and risks and any advice which you may receive from a person authorised under the Financial Services and Markets Act 2000 (“FSMA”) to give such advice.

13.2 We are not authorised under FSMA but we are able in certain circumstances to offer a limited range of investment, insurance and mortgage related services to clients because we are regulated by the Solicitors’ Regulation Authority which is the

independent regulatory body of the Law Society. We can provide these services if they are incidental to the professional (legal) services we have been engaged to provide.

- 13.3 Nothing we write or say is to be construed as an invitation or inducement to engage in any investment activity.

14. **Client service and complaints policy**

- 14.1 PSL is committed to providing the highest quality service to its clients. However, if you have any problem or complaint in relation to our services or our bills which you are unable to resolve with the partner responsible for the work or the partner who normally has overall responsibility for your work, you should raise the matter with Simon Collingworth, PSL's Compliance Officer for Legal Practice (COLP). We operate a procedure to resolve any problem promptly and fairly. A copy of this procedure is on our website: [Punter Southall Law External Complaints Procedure](#).

- 14.2 If, after the above procedure has been followed, the problem has not been resolved, you may be able to ask the Legal Ombudsman (LeO) (address: PO Box 6806, Wolverhampton, WV1 9WJ; website: www.legalombudsman.org.uk; helpdesk: 0300 555 0333) to consider your complaint.

Normally, you will need to bring a complaint to the LeO within six months of receiving a final written response from us about your complaint and within one year from the date of the act or omission complained of or the date on which you became aware of an issue. Not all clients will be entitled have their complaint considered by the LeO as the service is only available to individuals, some small businesses, charities, clubs and trusts. You should contact the LeO direct to clarify whether you can bring a complaint to them.

- 14.3 If you have a complaint about our bills, you may follow the procedure set out in our Complaints policy; you may also have the right to object to the bill by making a complaint to the LeO, whose details are set out above. You can also apply to the court for an assessment of the bill under Part III of the Solicitors Act 1974 in which case the LeO may not consider your complaint.

- 14.4 In the event that we are required or consider it necessary or desirable to consult our professional indemnity insurers, our insurance brokers, the SRA or the LeO over work that we have done for you, we may share with them all necessary documents and information in our possession in relation to that work, or any related matter. We maintain professional indemnity

insurance and the contact details for our insurer and the territorial coverage of the policy are available on request.

15. Termination

15.1 You may suspend and/or terminate our services by giving us written notice. We will be entitled to charge fees for the work performed and any expenses incurred on your behalf up to the date on which you suspend and/or cancel our services in accordance with the terms set out in the engagement letter.

15.2 If we consider that you have or may have committed a money laundering offence (including failing to comply promptly with our money laundering procedures), bribery, corruption, tax evasion, fraud or other criminal activity, we reserve the right to terminate all our retainers with you without notice, without liability and without providing a reason.

15.3 If you do not pay any invoice when due (or do not comply with any request for payment on account of costs incurred) we may suspend work on any matters on which we are acting for you or terminate the retainer(s). Any such action will be taken in accordance with the applicable rules of professional conduct which govern us.

15.4 We may, on reasonable notice, suspend work on any matters on which we are acting and without prejudice to our right to be paid for work up to the date of expiry of our notice. We may also suspend or terminate any of our retainers with you if we consider that the relationship of trust and confidence inherent in a solicitor client relationship has broken down, notwithstanding that the retainer is an entire retainer and has not been entirely fulfilled.

15.5 We will not be liable to you for an resulting financial loss or any other consequences you may incur as a result of our suspending or terminating any of our retainers in accordance with the provisions of this section.

15.6 If you or we decide that we should stop acting for you, you will pay our charges as set out in terms of business and your engagement letter up until that point.

16. Third parties, applicable law and jurisdiction

16.1 Except for the rights of our employees and consultants that are expressly set out in paragraph 1.4, no third party may have the benefit of, or the right to enforce, these terms, the engagement letter or any other term of our engagement.

- 16.2 These terms and the engagement letter are governed by English law. No courts other than the courts of England are to have jurisdiction over any claim brought by you against us or by us against you.
- 16.3 However we may bring proceedings against you in any jurisdiction including without limitation any jurisdiction in which you are resident, domiciled, incorporated and have assets for the purpose of enforcing judgment and you irrevocably and unconditionally submit to such jurisdiction for that purpose.
- 17. Non-Solicitation**
- 17.1 Whilst you are a client of the PSL and for a period of one year after you cease to be one, you agree that you will not directly or indirectly solicit or entice away or endeavour to solicit or entice away from the Firm any individual who is a Partner, member, employee, consultant or trainee solicitor of the Firm.
- 18. Third Party Managed Account**
- 18.1 PSL operates a Third Party Managed Account (“TPMA”) with Shieldpay that meets the SRA’s requirements for TPMA’s. Shieldpay is authorised and regulated by the FCA under Payment Services Regulations 2017 to provide payment services. It is registered under the number: 770210. If you have a complaint or issues about Shieldpay that cannot be resolved through Shieldpay’s own procedure(s), you will need to pursue them through the FCA’s processes.
- 18.2 You give permission for PSL to act as your professional representative to provide instructions to Shieldpay on your behalf.
- 18.3 You understand that you have a direct contractual relationship with Shieldpay under the terms available on its website at: [Legal \(shieldpay.com\)](https://www.shieldpay.com) and that your legal relationship with Shieldpay may continue even if you terminate your agreement with PSL. If you do terminate your relationship with us, we will notify Shieldpay of this fact.
- 18.4 Shieldpay is not PSL’s agent and we are not responsible for its conduct nor for it failing to provide services in accordance with contractual arrangements. Nor is PSL responsible for any failure, negligence or fraudulent act or omission by Shieldpay or by any Bank(s) in which monies are held by or on behalf of Shieldpay including any cyber-security incident(s) or insolvency impacting on Shieldpay and/or the Bank and/or related parties. Any technological failure or delay in Shieldpay’s systems or third-party systems are its or their responsibility.

- 18.5 You authorise us to provide information about you including your identity, date of birth and address and proof of identity documents with Shieldpay for the purpose of Shieldpay meeting its anti-money laundering obligations. Shieldpay may contact you directly for further information in order to either accept payments from you into the TPMA or to make payments to you from the TPMA.



