

Terms of Business

A Michelmores LLP

1. Michelmores LLP, practising under the style or name of Michelmores or Michelmores Solicitors, is a limited liability partnership registered in England and Wales under Number OC326242. Its registered office is at Woodwater House, Pynes Hill, Exeter, Devon EX2 5WR. A list of the members of Michelmores LLP may be inspected at its registered office and can be found at its website www.michelmores.com.
2. References in this document and in our Scope of Work/retainer documents (scope of work) to "we", "our" and "us" are references to Michelmores LLP. We use the term "partner" to refer to a member of Michelmores LLP (all of whom are solicitors or barristers), or an employee or consultant with equivalent standing and qualifications. No reference to a "partner" is to imply that any person is carrying on business with others in partnership for the purposes of the Partnership Act 1890. Reference to "you" is to our client as identified in our scope of work, which are normally dispatched in writing at the outset of any matter.

B General

3. We will provide legal services upon the terms set out below. Michelmores LLP is authorised and regulated by the Solicitors Regulation Authority (SRA) and we must comply with the SRA's Standards and Regulations in force from time to time, including the Code of Conduct for Solicitors, the Code of Conduct Firms and the SRA Accounts Rules. The Standards and Regulations can be accessed via the SRA's website at: www.sra.org.uk/solicitors/standards-regulations/. The SRA is the independent regulatory arm of the Law Society of England and Wales, our professional body.
4. The contract between you and us for the provision of any services by us shall comprise (1) the scope of work sent to you by us in relation to any specific matter together with any appendices or supplements or written variations thereto; and (2) these terms of business (together "the Contract"). In the event of any conflict between any scope of work and these terms of business, the scope of work shall prevail.
5. If we have commenced the provision of services (for example by gathering information, project planning or giving initial advice) prior to your receiving a scope of work or these terms of business, then notwithstanding that the Contract is made after the provision of such services, the Contract shall be deemed to apply retrospectively from the commencement of such services.

C Responsibility for Work

6. We will identify the partner who will have overall supervision of the services provided to you. Where appropriate your work may be dealt with by another partner, solicitor, legal executive or manager, depending on the nature and complexity of the matter, so that your work is carried out efficiently and economically.
7. The person with day-to-day responsibility for the matter will explain to you the issues raised and keep you informed of progress.

D Fees

8. Except to the extent otherwise specified in the scope of work, our fees are calculated by reference to the time spent by our lawyers on your matters. Details of current hourly charge out rates for any given matter are stated in the scope of work. These rates are increased annually with effect from 1 May each year and we will give you notice of any changes.
9. We reserve the right to recover any additional costs that may be incurred in file opening and undertaking anti-money laundering searches or other enquiries. Where indicated in our correspondence with you, the factors set out in The Solicitors' (Non-Contentious Business) Remuneration Order 2009 may be taken into account in calculating our fees; notably complexity, specialised knowledge (including know-how), value or urgency and an additional mark-up added to the time charge.
10. We may arrange for some of the work to be carried out by persons retained but not employed by this firm. If so, you will not be charged at a greater rate than the appropriate equivalent rate of lawyers employed by the firm.
11. Any estimate as to the total of our fees is given only as a guide on the basis of the information then known to us and may not be regarded as fixed and binding and are subject to periodic review, unless otherwise agreed.
12. We reserve the right to make additional charges for any non-routine disbursements or expenses incurred on your behalf. These include the cost of travelling, conference facilities, courier charges, banking and other non-routine items, which will normally be charged at cost.
13. We also reserve the right to charge for carrying out on-line identity checks, photocopying, facsimile, postage, telephone and any other services we may provide, details of which will be set out in our Scope of Work/retainer document.
14. VAT will be added (where applicable). Our VAT registration number is 140 9928 55.

E Payment Arrangements

15. Our bills will normally be issued at monthly or quarterly intervals or, if sooner, on completion of or at a natural break in the course of the relevant matter unless a separate agreement is reached with you in writing.
16. Unless otherwise agreed in writing, all interim bills will be final accounts for our fees for the work undertaken during the periods to which they relate (known as interim statute bills). These are not final accounts in relation to disbursements that we have incurred on your behalf.
17. We may, at any time, ask you for a reasonable sum to hold because in respect of incurred or anticipated fees or disbursements (e.g. land or probate registry fees, court fees, experts' fees), out-of-pocket expenses or on account of costs of a third party where you are liable to pay these. We have no obligation to make or commit ourselves to incurring such fees or making such payments unless you have provided us with funds for that purpose. If the requested payment is not paid within the time specified we might cease to act for you.
18. Our bills (including any interim bills) are payable on delivery. In the event of non-payment within thirty days of issue, we will be entitled to charge interest on the amount outstanding at a rate of 8% per annum above the base rate from time to time of Bank of England.
19. We also reserve the right to charge an administration fee to cover our costs associated with recovering outstanding invoices in the sum of £100 per invoice, for any invoice that remains unpaid for thirty days or more.
20. All sums payable to us under these Terms of Business in respect of any outstanding invoice shall be paid together with all the expenses and costs on an indemnity basis, incurred in enforcing our right to payment.
21. You are entitled to submit a complaint to us about your bill if you are dissatisfied with it (see Complaints section below) and you may object to the bill by making a complaint to the Legal Ombudsman and/or by applying to the court for an assessment of the bill under Part III of the Solicitors Act 1974. The Legal Ombudsman may not consider a complaint about the bill if you have applied to the court for an assessment of the bill.
22. You will, at all times, remain responsible for payment of your bills when rendered even if you have a right of contribution or repayment from a third party.
23. If you instruct us jointly with someone else, you will be responsible for the full amount of our charges.
24. When we accept instructions from a corporate entity (such as a limited company or limited liability partnership), we may require personal guarantees in relation to our fees and disbursements from appropriate directors, members or shareholders (or other individuals or companies).
25. If you have legal fees insurance that may cover your legal costs for your matter, you should confirm this to us as soon as possible. You should also be aware that insurers rarely pay bills before completion of the case, and you will remain liable to pay our bills when rendered during and at the end of the case, even if you have not yet been paid by your insurers.
26. If a bill (including any interim bill) is unpaid by the due date we reserve the right to decline to act further in the matter, and/or to keep (by way of a lien) any of your papers or documents, which are in our possession, until payment is made.
27. Where we act on your behalf in litigation matters, you remain responsible to us for the payment of our fees regardless of any order in your favour made against your opponent in litigation or any agreement with him about costs. As between you and your opponent, it is for the court to decide who pays the costs of the process if you cannot agree this.
28. We normally only accept cash up to a limit of £250 to be paid into a client account. If you deposit cash in excess of £250 direct into our bank account, we reserve the right to charge you for any additional checks we consider necessary regarding the source of the funds.
29. We do not charge for payments made by credit card.
30. Please note cheques take 8 working days to appear in our account as cleared funds.
31. All transactional completion monies must be paid to us by bank transfer, not cash or cheque.

F Termination

32. You may terminate our appointment in writing at any time. We may terminate our appointment but only with good reason, for example, if you do not pay an interim bill or comply with our request for payment on account.
33. If our appointment comes to an end for any reason you will pay our charges, calculated where there is no other applicable basis by reference to time spent together with all expenses and disbursements incurred to date.

G Distance Selling and Cancellation of Contracts

34. Under The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013, where you are an individual not acting for your trade, business, craft or profession and where this is deemed to be a distance contract, you may have the right to withdraw without charge within 14 days of when the retainer is entered into. If you so cancel within that period we will promptly reimburse to you all payments received from you, unless you gave us your consent to start work within that period, in which case you will have to pay for the work done up to the date of cancellation.
35. Under The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013, where you are an individual not acting for your trade, business, craft or profession and where we visit your home, your place of work or elsewhere off our premises for the purpose of you signing a retainer with us, we will be obliged to give you a written notice of your right to cancel your contract with us. If so, you will be entitled to cancel the contract within 14 days of receiving details of our scope of work, by serving upon us a cancellation notice. If you so cancel, we will promptly reimburse to you all payments received from you, except for sums due as a result of you requesting us to start work.

H Financial Services

36. We are not authorised by the Financial Conduct Authority in relation to insurance distribution activity. However, we are included on the register maintained by the Financial Conduct Authority so that we can carry on insurance distribution activity, which is broadly the advising on, selling and administration of insurance contracts. This part of our business, including arrangements for complaints or redress if something goes wrong, is regulated by the Solicitors Regulation Authority. The register can be accessed via the Financial Conduct Authority website at <https://register.fca.org.uk/>.
37. We are not authorised by the Financial Conduct Authority in relation to consumer credit services. We may, however, provide certain limited consumer credit services where these are incidental to the professional services we provide. This part of our business, including arrangements for complaints or redress if something goes wrong, is regulated by the Solicitors Regulation Authority.
38. The Law Society of England and Wales is a designated professional body for the purposes of the Financial Services and Markets Act 2000 but responsibility for regulation and complaints handling has been separated from the Law Society's representative functions. The Solicitors Regulation Authority is the independent regulatory arm of the Law Society. The Legal Ombudsman deals with complaints about lawyers. If you are unhappy with any insurance advice or consumer credit service you receive from us, you should raise your concerns with either of those bodies.

I Responsibility for Counsel and for Correspondent Lawyers and Experts

39. We are happy to assist you where we consider we are able to do so in the selection of lawyers in the United Kingdom or abroad, or experts to act on your behalf, but only on the basis that we will not be responsible for any act or omission of those lawyers or experts.
40. In all cases, you will be responsible for the costs of such lawyers or experts.

J Interest and Client Deposits

41. We will pay interest on monies (subject to and in accordance with the SRA Accounts Rules) held by us except on:
 - monies held as stakeholders in lieu of a charge by us for this service;
 - payments to third parties incurred or to be incurred;
 - on monies held for the Legal Aid Agency, and:
 - where the amount calculated quarterly is less than £25.Subject to the above interest is payable at the rates published by Bank of England on their client premium account. Interest will normally be paid quarterly on 30 April, 31 July, 31 October and 31 January, unless agreed otherwise.
42. In cases where we receive commission from Building Societies, Insurance Companies, Brokers, or other financial institutions, amounts will be credited to you against fees unless we have your agreement to retain commissions received in lieu of fees.
43. Where money is deposited by you with us in our client account, we will ensure that the money is held with an authorised clearing bank or building society in accordance with the SRA Accounts Rules.
44. We are, however, unable to guarantee the safety of your deposit. Accordingly, in the event that any bank or building society with whom we have placed deposits is unable to repay or delays repayment of any monies, you agree that you will not bring any claim or proceedings of any nature (whether in contract, tort or otherwise) against us in respect of or in connection with the deposit of monies with us or the choice of bank or building society holding the said monies.
45. Monies deposited with us and amalgamated with other monies in our client account may not be subject to the Financial Services Compensation Scheme. Unless specifically requested by you, we will take no further action to protect monies deposited with us.
46. You should be aware that we will not open individual client accounts to protect your money unless requested. Any limit of compensation will apply to an individual client's total amount deposited with a particular bank or building society either by us or you. Banks and building societies may operate under several brands and a single compensation limit may apply to that bank and its brands.

K Conflicts of Interests

47. It is our practice to check for any conflicts of interests before taking on engagements. We provide a variety of legal services to clients and cannot be certain that we will identify all situations where there may be a conflict with your interests. Please notify us promptly of any potential conflict affecting our appointment of which you are, or become aware.

L Confidentiality

48. Subject to the exceptions mentioned in these terms of business, we will keep all information which we acquire about you and/or your affairs in the course of our work confidential.
49. External firms or organisations may conduct audit or quality checks on our practice, or our work for you may require us to give information to third parties such as expert witnesses, barristers and other professional advisers. These third parties are required to maintain confidentiality in relation to your files.
50. We reserve the right to disclose our files concerning you and the work you have instructed us to undertake, for scrutiny by any person or authority having the legal right to inspect solicitors' files or having the function of monitoring our practice management standards. We also reserve the right to disclose our files concerning you and the work you have instructed us to undertake, to our professional indemnity insurers, brokers and professional advisers in the event that we identify a circumstance that may give rise to a claim against this firm.

M Money Laundering

51. We are required under the Money Laundering, Terrorist Financing and Transfer of Funds (Information on the Payer) Regulations 2017 to identify and verify the identity of our clients and, in certain circumstances, other persons such as directors or beneficial owners, and to keep that information updated. You agree that we may make checks using online electronic verification systems or other databases as we may decide. We are also required under the Proceeds of Crime Act 2002 as amended and analogous legislation to report to official agencies any information which may come to our attention whilst dealing with a matter on your behalf which gives rise to money laundering or terrorist financing concerns. We may be prohibited from notifying you of any report we may have to make or from either confirming or denying that a report has been made. If we make a report to the National Crime Agency or analogous authority, we may be prohibited from continuing with your work while the authorities undertake their own investigations; and we may be ordered to stop your work altogether. In those circumstances, we will not be able to accept responsibility for any resulting loss or inconvenience.
52. You agree to reimburse us for any costs we reasonably incur in complying with any disclosure requirement referred to above.
53. We will not be liable for loss or damage arising out of any delays or failures caused by the firm's compliance with any statutory or regulatory requirements.

N Client Onboarding Process

54. We use the services of Legl to provide secure digital identity verification, online payments, and to share key documents as part of our client onboarding process, in line with the SRA's Standards and Regulations.
55. All information provided is securely processed by Legl to encrypt your details and keep your personal data safe (please see paragraph 58 below for further information about storage and use of personal details, including by suppliers and subcontractors).
56. Where we use Legl, you will receive a link to start your client onboarding, and you will be redirected to Legl's portal where the verification will take place. You will receive an immediate email confirmation once the flow is finalised.
57. You can find Legl's Terms of Use [here](#) and Privacy Policy [here](#).

O Data Protection

58. The storage and use of personal details that we hold about you, your officers, staff or other individuals that you represent (if any) is governed by the Data Protection Act 2018, the retained EU law version of the General Data Protection Regulation ((EU) 2016/679), the Privacy and Electronic Communication (EC Directive) Regulations 2003 and any new UK legislation and regulations that relate to the protection and processing of personal data and privacy (and regulations made thereunder, all as amended, replaced or superseded from time to time). By instructing us to provide services to you, we and our carefully chosen suppliers, advisers and subcontractors, will use these details solely to provide you with our services, to comply with our reporting and client verification obligations and to monitor, develop and improve our services including the IT systems used in relation to the provision of such services. Where you provide us with personal details about your officers, staff or other individuals that you represent, you confirm that you have obtained the appropriate consents or there is another lawful basis for you to share such personal data with us for the reasons set out above.
59. Where requested by you, we will provide you with publications or newsletters or details of any events which we believe may be of interest to you. If you or members of your staff do not wish to receive this information, please go to <http://www.michelmores.com/manage-my-preferences> and opt-out by following the instructions.
60. You have a right of access under data protection legislation to the personal data that we hold about you.
61. 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.
62. The Firm's Privacy Policy contains more details about how we process personal data and your rights and can be found at <http://www.michelmores.com/privacy>.

P Email and Fax

63. Unless you instruct us otherwise we may contact you or others by email or fax during the course of the work we carry out for you. This may include providing details of your email address to others where we think this will be of assistance to your matter, or when forwarding emails. Although we endeavour to deploy virus checking software, we cannot be responsible for the security or consequences of correspondence and documents sent by email or fax.

Q Scope of our Responsibility

64. We shall provide legal advice and services to you with reasonable skill and care. However, the nature of many types of legal work is such that it is not possible to guarantee a particular outcome.
65. We advise only on English law, and on European Union law to the extent that it has any bearing on English law. We are not a professional accountancy firm or a professional surveyor firm and unless specifically stated to the contrary, the interpretation of financial information or environmental surveying information should be undertaken on your behalf by other specialist advisers qualified to render such advice.
66. We do not advise on financial, investment, surveying, valuation, commercial viability, trading or marketability issues. We only advise on tax when we have expressly agreed in writing to do so.
67. We are not qualified either as accountants or as surveyors and the interpretation of financial information or environmental surveying information should be undertaken on your behalf by specialist advisers qualified to render such advice.
68. The advice we give is confidential and for your exclusive use. We do not accept responsibility to any third party who is not our client for the advice we give to you.

69. Unless otherwise agreed, the advice we give and the documents we prepare are for use only in connection with the specific matter on which we are instructed and state or comply with the law as in force at the relevant time.
70. We rely on you for the accuracy of the information and documentation that you provide to us. We shall not be liable for errors or losses which arise as a result of false, misleading or incomplete information or documentation or which result from any act, delay or omission by you or by any third party.
71. When a matter has been completed, we shall report the outcome and explain any further action which needs to be taken. Our engagement in regard to that matter will then come to an end.
72. We recommend that you review completed matters from time to time; for example, agreements may require further action or there may be changes in relevant law. Standard agreements (such as terms of business and particulars of employment) should be reviewed frequently. Unless we agree otherwise in writing, we shall not be responsible for advising you of any important dates which may arise after completion of a matter (such as the date by when a notice under an agreement should be given or upon which rights may expire or may need to be renewed).

R Scope of your Responsibility

73. You will provide us with clear, timely and accurate instructions, detailing your objectives and you will deal with all queries in a prompt manner.
74. You will provide all documentation required to complete our work in a timely manner.
75. You will notify us immediately if you become aware of any conflict of interest or any other reason which you believe may restrict or prevent us in acting for you or any third party.
76. If you are a company, we shall be entitled to assume that these terms are accepted by all directors and authorised officers of the company.
77. You will notify us immediately if you receive any email or communication purporting to be from the firm indicating that we have changed our bank details or payment arrangements.

S Our Service Standards

78. We will update you in writing with progress on your matter regularly.
79. We will communicate with you in plain language.
80. We will explain to you by telephone or in writing the legal work required as your matter progresses.
81. We will update you on the cost of your matter at regular intervals.
82. We will update you on whether the likely outcomes still justify the likely costs and risks associated with your matter whenever there is a material change in circumstances.
83. We will update you on the likely timescales for each stage of this matter and any important changes in those estimates.
84. We will continue to review whether there are alternative methods by which your matter can be funded.

T Complaints

85. If you have any complaint or concerns about our work or about the bill, please raise them in the first instance with the person dealing with the matter. If that does not resolve the problem to your satisfaction, or you would prefer not to speak to the person dealing with the matter, then please contact the partner with overall supervision of the matter. If the problem has still not been resolved to your satisfaction, please contact our Risk and Compliance Partner by telephone, post or email service@michelmores.com and we will make our Complaints Procedure available to you.
86. The Legal Ombudsman deals with complaints against lawyers and operates a non-judicial dispute resolution procedure. The Legal Ombudsman service is only available to members of the public, very small businesses, charities, clubs and trusts. If you are unhappy with the service that you receive from us and if we have been unable to resolve the complaint to your satisfaction, you can raise the matter with the Legal Ombudsman via the Ombudsman's website: www.legalombudsman.org.uk, telephone: 0300 555 0333, email: enquiries@legalombudsman.org.uk or in writing: Legal Ombudsman, PO Box 6806, Wolverhampton, WV1 9WJ. 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 or within six years of the act or omission about which you are complaining occurring (or if outside of this period, within three years of when you should reasonably have been aware of it).

U Liability

87. In this section, references to:
 - a "Claim" includes claims, actions and proceedings of any nature, whether in contract, tort (including negligence) and/or otherwise; and
 - "Loss" includes damages, costs, interest and loss (whether direct, indirect or consequential) incurred by or otherwise affecting you or any third party and whether arising under contract, in tort or otherwise.
88. Your relationship is solely with Michelmores LLP, and Michelmores LLP has sole legal liability for the work done for you and for any act or omission in the course of that work. No representative, member, officer, employee, agent or consultant of Michelmores LLP will have any personal legal liability for any Loss or Claim in respect of that work. In particular, the fact that an individual member, representative, employee, officer, agent or consultant signs in his or her own name any letter, email or other document in the course of carrying out that work does not mean he or she is assuming any personal legal liability.
89. You agree that you will not bring any Claim against any representative, member, officer, agent, employee or consultant of Michelmores LLP in respect of or in connection with services provided to you under the Contract or otherwise. In this regard, each and every representative, member, officer, employee, agent or consultant shall be entitled to the benefit of these provisions under the Contracts (Rights of Third Parties) Act 1999.

90. The limitations and exclusions referred to in this section will not apply to our liability for fraud, or death or personal injury caused by our negligence, or for any other liability which cannot lawfully be excluded.
91. The limitations in these terms of business will apply notwithstanding any express or implied term of business or any collateral agreement or warranty, whether express or implied.
92. Various searches carried out by us (at, for example, but without limitation, the Register of Companies, the UK Intellectual Property Office, the Land Registry, the Central Winding Up Registry) are carried out online using recognised providers. We accept no responsibility or liability arising from reliance upon the results of such searches, if they should subsequently be found to be inaccurate or incomplete.
93. You agree that our liability for Loss is excluded (and we will not accept any liability for Loss) in relation to any single matter or any group of connected matters which may be aggregated by our insurers in excess of either: the amount specified in the scope of work or, if no such amount is specified, the minimum amount of professional indemnity insurance cover required by the SRA for limited liability partnerships from time to time (currently £3,000,000).
94. These limits are considered by us and by you to be reasonable taking into account the level of our fees and the nature of the work to be carried out and the cost and availability of professional indemnity insurance and its long term sustainability.
95. Subject to the minimum amount of professional indemnity set out above, the total liability of the firm and its representatives, members, officers, employees, agents or consultants in respect of each and every Claim will not in any circumstances exceed the level of professional indemnity insurance which we hold applicable to the relevant Claim.
96. We may agree with you in writing a lower level of liability and in that event our liability will not exceed whatever lower level we have agreed with you.
97. Subject to the foregoing any liability which we may have to you under or in connection with our appointment for any Loss shall (so far as permitted by law) be limited to such an amount as is finally determined to be just and equitable, having regard to the extent of respective responsibility for such Loss as between you (including your directors, officers, partners, employees or agents), us and any person other than us who is jointly and/or severally liable to you for all or part of the same Claim or Loss.
98. We will not be liable to you for any delay or failure in providing services, where that delay or failure is caused by circumstances beyond our reasonable control.
99. The contact details of our professional indemnity insurer and the territorial coverage of the insurance is accessible via our website and available for inspection at our offices.
100. We will not be liable for any loss, damage or excess arising out of or in connection with any fraudulent representation made by a third party (other than our sub-contractors) including, without limitation, any fraudulent representation relating to property value, ownership or the identity of a party to a transaction unless caused by our negligence.

V Files, Deeds and Key Dates

101. We may create files in hard copy, electronically or another form.
102. It is our usual practice to store clients' files for a period. We reserve the right to reproduce these files in such other form, and destroy them after such period as we consider reasonable.
103. We will not destroy any documents such as wills, deeds and other securities which we have agreed to hold in safe custody. You agree to remove any such documents provided we have given you prior written notice to do so.
104. We reserve the right to charge for storage and reproduction of such files and documents but no charge will be made to you for storage or reproduction unless prior notice in writing is given to you of a charge to be made from a future date which may be specified in that notice.
105. If we retrieve such files or documents from storage in relation to continuing or new instructions to act in connection with your affairs, we will not normally charge for such retrieval. However, we may make a charge based on time spent or charges incurred or both for producing stored files or documents to you or another at your request. We may also charge for reading correspondence or for the work necessary to comply with your instructions.
106. At the conclusion of a matter we will endeavour to remind you of any relevant future key dates. It is, however, your responsibility to record and act upon those dates since we will not keep a record or remind you of those dates.

W Third Parties

107. To the extent permitted by the law, we do not accept responsibility to any third party in relation to the legal services provided by us to you; and in that regard, in the absence of express written agreement to the contrary, the Contracts (Rights of Third Parties) Act 1999 shall not apply.

X Foreign Account Tax Compliance Act

108. Unless expressly indicated in our retainer we have excluded from the scope of our instructions any advice in relation to US or UK reporting obligations as a result of the Foreign Account Tax Compliance Act. You should carefully consider whether it is appropriate to obtain specialist advice in that regard, which we can provide if required. We will be entitled to rely on any advice and information you receive from your own advisers or investment managers and shall not be under any obligation to verify the accuracy of such advice or confirm that you have met your reporting obligations. We may ask you to confirm your reporting status, for instance by requesting your Global Intermediary Identification Number.

Y Equality and Diversity

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

Z Law and Jurisdiction

110.If any provision of this document is found by a court or other competent authority to be void or unenforceable, then that provision shall be deemed to be deleted from this document and the remaining provisions of this document shall continue to apply.

111.The terms of our engagement shall be governed by and construed in accordance with the Law of England and Wales. Any dispute shall be subject to the exclusive jurisdiction of the English courts.

Last updated: 15 February 2022