

Terms of Business

Introduction

Thank you for instructing us to act for you. We aim to provide you with high quality and pragmatic legal advice in an efficient and friendly manner.

This document sets out our standard terms of business. Whenever we work with you these terms and conditions will apply unless otherwise agreed in writing.

We usually supplement these terms of business with a letter of engagement (“Engagement Letter”) which sets out in more detail the specific terms of our engagement.

The terms of the Engagement Letter override these standard terms of business to the extent of any inconsistency.

Boodle Hatfield LLP provides Legal Services in England and Wales, is authorised and regulated by the SRA (No. 566793) and is subject to the SRA Code of Conduct a copy of which can be obtained from www.sra.org.uk.

We maintain professional indemnity insurance in accordance with SRA requirements. Details of the insurers and of the territorial coverage of the policy are available for inspection at our London office.

The Scope of Our Services

The scope of the services we are to provide will be agreed with you and described in the Engagement Letter or will otherwise be agreed between you and us.

You agree that we are not required to provide advice or other services outside the agreed scope of services unless our instructions are varied by agreement during the course of the matter. We will not be responsible for any failure to advise or comment on any matter that falls outside the agreed scope of services. For example, (but without limiting this), unless we expressly agree in writing with you, our services do not include advice on the tax or other commercial implications of any transaction or course of action, nor do they include monitoring or reminding you of any notice periods, critical dates or other time critical matters.

Responsibility for your work

We recognise the importance of keeping you fully informed of our progress in carrying out your instructions.

You will have a client relationship partner who will be responsible for liaising with you on all the matters we undertake for you.

At the outset of a new matter we will discuss resourcing with you and will agree which partners and other staff will handle your work. If during the course of a matter resourcing needs to be readdressed we will discuss that with you.

Instructions and Communications

To enable us to work efficiently, we will need you and any other professional advisers who are also engaged on the matter, to provide us with accurate information promptly.

We will assume that any of your personnel are involved to the appropriate extent in any matter and are authorised to give instructions and receive advice on your behalf, unless you advise us otherwise. Similarly, where we are jointly instructed by you and another client or clients we will assume that any of you is authorised to give instructions, unless any of you advise us otherwise.

Unless agreed otherwise, our staff may send communications by e-mail. Use of e-mail carries certain risks including non-delivery, delays, data-corruption, interception, transfer of viruses, loss of confidentiality and privilege. We do not accept any liability for loss resulting from the use of e-mail for communication between you and us or between Boodle Hatfield LLP and third parties. Inherent in the nature of email is the possibility of impersonation. If you are in any doubt as to whether an e-mail purporting to come from us is genuine, please contact your usual Boodle Hatfield adviser.

If, having received our client account details, you then receive an email purporting to be from a member of this firm and asking for the funds to be sent to a different bank account, please contact us immediately before sending the funds. Our client account details do not change. If you have received an email asking for your funds to be sent to a different account, it is likely that the email could be from another party who has hacked into your email account and is trying to commit a fraud. In addition, if we receive a request to change the destination of funds, we will not proceed with this request without verbally confirming this change with you.

If we receive copies of correspondence or e-mails not intended to be sent to us, we will not be under any obligation to advise you of the receipt by us of such correspondence or emails or their content.

Clients' Money

Where we receive money from you which is to be held on your behalf (including money paid on account of fees) it will, (unless we agree otherwise with you) be held in our general client account, subject to the provisions of the Solicitor's Accounts Rules.

Any such funds will be held by us in our client bank account and you will be entitled to the interest which would have been earned had they been held in a separate interest access deposit account with our bank. As a general rule no interest will be paid if the amount of such interest would be less than £20.

We do not accept any payments in cash. 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 decide are necessary to prove the source of funds.

Where we pay money to you or to another person on your behalf, we will usually do so by cheque sent in the ordinary post or by way of electronic funds transfer. Whichever payment method is used,

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we do not accept any responsibility for any losses arising in respect of any interception, appropriation, misuse or delay in receipt.

In relation to the holding of client monies, please be aware that the Financial Services Compensation Scheme ("FSCS") limit is £85,000. In the unlikely event of the collapse of a deposit-taking institution, this limit only applies to yourself as an individual, therefore if you hold other personal monies yourself in the same deposit-taking institution, the limit will remain at £85,000 in total.

It is important to note that some deposit-taking institutions have several brands and trading names. You are able to verify these brands and trading names with the deposit-taking institution, the Financial Conduct Authority ("FCA") or any independent financial advisor.

Our Fees

Our charges consist of our fees for legal advice and other services, disbursements (expenses incurred with third parties in the context of delivering a service to you), and where applicable, VAT.

Unless we agree some other arrangement with you, our fees are based principally on the time we spend on your matter (including any time spent travelling). From time to time, we review our hourly rates. We will notify you in writing of any increase in rates which (unless otherwise agreed) will apply from the time of such notification.

If requested, we will provide a written estimate of the likely cost of the matter together with the assumptions on which the estimate is based. Unless our Engagement Letter says otherwise, any estimate is given only as a guide to assist you in budgeting and should not be regarded as a firm quotation. If the estimate given changes materially for any reason, we will inform you of the change and the reasons for it.

You may if you wish, set a limit on the costs that may be incurred without further reference to you.

In addition to the time spent, our fees may take into account a number of other factors including the complexity or urgency of the matter, specialist know how used, the expertise required and, if appropriate, the value of the property or subject matter involved.

Whether or not a matter proceeds to completion, you agree that you will pay for work done and expenses incurred, unless otherwise agreed in writing.

Any special fee (such as a fixed or capped fee) agreed for a matter will not cover additional work beyond the scope of work agreed when the arrangement was made.

All fees are quoted exclusive of VAT which will be added where appropriate.

Reimbursement of Expenses

Our bills will include the reimbursement of disbursements such as Counsel's fees, Court and registration fees, stamp duty land tax, bank transactional charges for CHAPS, fees levied by third parties for client identification checks and expenses such as travelling, translations and courier charges.

We do not charge for the use of meeting rooms, word processing facilities, postage (except special couriers) or domestic telephone calls.

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Our reprographics services (internal printing, photocopying, CD burning, document production etc.) are charged in accordance with scales available on request.

International telephone calls and conference calls (video or telephone) are charged at fair rates designed to recover our external costs of these services.

We may also charge for additional telecommunications or IT services such as hosting an online transaction room, data room or similar services.

The administration and processing of outgoing electronic payments for our client money accounts is charged at a fair rate, designed to cover our costs of these services.

We may sometimes be required to give a binding commitment to pay an amount of money on your behalf. Except as agreed otherwise we will not give such a commitment unless the relevant amount (if material) is paid to us in advance.

Billing and Payments

Unless agreed to the contrary, we bill monthly for the work performed to date together with any disbursements we have incurred on your behalf.

Unless specifically agreed otherwise, payment in full of all accounts is due within 14 days.

We reserve the right, should accounts not be settled in full in accordance with these terms, to charge interest 14 days from the date of delivery of the account until payment. The rate charged will be eight per cent per annum (or if higher the rate on judgment debts). In the event of market rates of interest changing, we reserve the right to vary the rate of interest we charge to you to reflect this. We will notify you of any change but this may be after the change takes effect. Any interest on disbursements and expenses will be charged only from the date on which they are paid by us if that date is later than the date on which we start to charge interest.

If an account is overdue for payment, we reserve the right on reasonable written notice to suspend or terminate the provision of services and to retain documents and papers belonging to you, irrespective of the matters to which they relate, until all sums outstanding to us are paid.

When we receive instructions from more than one person or entity, each person or entity for whom we are acting will be separately responsible for the full amount of our accounts.

If arrangements are made for a third party to pay any of our charges, or a court orders a third party to pay any part of our costs, you remain liable to pay any charges to the extent that the third party does not pay our account in full. We are only entitled to issue VAT invoices to you and not to a third party. Where you are VAT registered you may also be required to report this to your local VAT Authority.

Where bills are due for payment on completion of a matter, if sufficient funds are available on completion and we have sent you a bill, we will usually deduct our charges from the funds.

In any case, as required by the Solicitor's Accounts Rules, money being held by us will be taken in payment or part payment of our invoices unless that money is being held for another purpose.

Payments on Account and Transfer of Funds

We may ask you to provide funds to us on account of our expected charges, disbursements or expenses, either at the start of the matter or as it progresses.

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Any money paid to us on account (and any accrued interest on that money) will be used by us to discharge the whole or part of any unpaid accounts, whether overdue or not, or unbilled disbursements paid on your behalf, unless we have agreed other arrangements.

Conflicts

We cannot act for you in relation to a matter if our duty to act in your best interests conflicts or there is significant risk that it will conflict, with our obligation to act in the best interests of another client in respect of the same or a related matter. If such a conflict arises and both you and we wish that we continue to act for you, we may be permitted to do so by our professional rules, provided we have obtained consent from all parties.

Occasionally a conflict of interest may only become apparent after we have commenced acting for you on a matter. In such an event we will notify you promptly. We may however be obliged to withhold information or terminate our engagement in relation to the particular matter.

Unless otherwise agreed in writing, we may act for other clients who you may regard as competitors, except where there is a conflict as described above.

In auctions, competitive bids or other situations where you instruct us to act for you as a potential bidder or offeror, you agree that we may also act for other potential bidders or offerors (or their financiers or other interested parties) on the basis that separate teams of our staff will be involved and that they will not communicate confidential information to each other.

Termination of Instructions

If you are a consumer as defined as an individual acting for purposes which are wholly or mainly outside that individual's trade, business, craft or profession, then under the Consumer Contracts Regulations 2013, you have the right to terminate this contract within 14 days (the "Cancellation Period") without giving any reason. To exercise the right to cancel, you must inform us of your decision to cancel this contract by a clear written statement (e.g. a letter sent by post, fax or email). If you have instructed us to commence work before the Cancellation Period expires, you will be required to pay an amount which is in proportion to what has been specifically agreed and performed until you have communicated to us your cancellation from this contract.

You may terminate our retainer at any time by written notice to us, but we can keep all your papers and documents while there is still money owed to us for fees and expenses. We may do so by giving you written notice if we have good reason to do so (including delay in settling accounts or in making payments in advance when so requested or upon our learning of tax evasion not previously disclosed to us, as further described in the Tax Evasion section below).

In either case you will pay our costs up to the date of termination.

Complaints

The partner or lawyer responsible for your matter will make every effort to deal with any queries or concerns that you may have. If you have any unresolved concerns, or do not wish to raise them with the individual lawyer involved, please contact your personal client partner or our overall client care partner, Simon Kerrigan. We operate a full complaints handling procedure and copies of this are

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available upon request. Any complaint will be investigated thoroughly under that procedure and you will be informed of the result within the timeframes noted. Any complaints should be raised with us as soon as possible.

If your complaint has not been resolved by us to your satisfaction through our complaints procedure after eight weeks, you are entitled to take your complaint to the Legal Ombudsman.

If you are not satisfied with the amount of our fees, you have the right to complain about our account by way of our complaints procedure as described above. If you remain dissatisfied, you may be able to make a complaint to the Legal Ombudsman and/or by applying to the court for an assessment under Part III of the Solicitors Act 1974. Where you have applied to the court for an assessment, the Legal Ombudsman may not deal with the complaint.

Ordinarily, you must have given us the opportunity to resolve your complaint before the Legal Ombudsman becomes involved however in exceptional circumstances, the Legal Ombudsman has discretion to accept a complaint sooner than eight weeks or without it having been raised with us at all. Please see their contact details below for further information. The time limits for making a complaint are one year from the date the act or omission giving rise to the complaint took place or one year from when the complainant should reasonably have known that there were grounds for complaint. In addition, the complaint should be made to the Legal Ombudsman within six months of our final written response to your complaint (where the complaints procedure is used). The Legal Ombudsman will not accept complaints where the act of date of awareness was before 6 October 2010.

The Legal Ombudsman may be reached in the following ways:

Online: www.legalombudsman.org.uk

Telephone: 0300 555 0333

Email: enquiries@legalombudsman.org.uk

Overseas

Telephone: +44 121 245 3050

Minicom: 0300 555 1777

Post: Legal Ombudsman PO Box 6806
Wolverhampton
WV1 9WJ

Confidentiality and Data Protection

Our use of the information you provide is subject to data protection legislation, your instructions and our professional duties including confidentiality. Please see our Privacy Policy [here](#).

We will keep all information about your business and affairs confidential and will not disclose it to any other person except in certain circumstances including but not limited to: (a) to your other professional advisers; (b) where disclosure is required by law or any regulatory authority; (c) to the extent that such information enters, or has entered, the public domain; (d) to our professional indemnity insurers, brokers, auditors or professional advisers; or (e) otherwise with your consent.

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Your information (including personal data) will be stored by us securely using appropriate technical and organisational measures to safeguard it from loss, damage or tampering. It is generally not transferred to any destination outside the European Economic Area ("EEA") but may be transferred to and stored at a destination outside the EEA under legal agreement providing adequate protection for data protection rights. Your information may be processed by one of our suppliers outside the EEA. Such suppliers may be engaged to provide support services, including typing, photocopying, printing and debt collection. Conditions of our retainer are that you agree to authorise us to use external agencies for such support and that we may disclose your information to third parties for that purpose. There may be occasions where outsourcing of other activities is desirable. We will advise you before outsourcing such other activities unless we consider we have a requisite lawful basis to do so, for example, if it is necessary for our legitimate interest or to perform our contract to provide legal services to you.

Your information is valuable and we will take all steps reasonably necessary to procure that your information (including personal data) is treated in accordance with the requirements of the data protection legislation and in accordance with this privacy policy.

By instructing and continuing to instruct us you agree the following conditions:

- We shall have no obligation to disclose to you or to use for your benefit any information in our possession from time to time in respect of which we owe a duty of confidentiality to another person;
- The fact that we hold confidential information relating to you or your business will not prevent our acting for other clients to whom that information might be material, whether or not you remain our client at the relevant time. However, if your interests and those of other clients are adverse, we may decline to act or will protect your confidential information by setting up information barriers around it for the duration of the matter to which that information might be material.

Responsibility for advice and limitation of liability

All work done and advice provided by us is for your use and benefit only and in connection with the instructions to which it relates. It may not be passed on to any other person without our prior written approval.

Our advice will be based on our interpretation of the law at the time the advice is provided. Unless specifically agreed otherwise we are not obliged to update our advice in respect of any subsequent changes in the law.

Our liability to you in connection with any matter is limited to the proportion of the loss or damage (including interest and costs) suffered by you, which is just and equitable having regard to the extent of your own responsibility and the contribution of any other person to the loss or damage regardless of any contractual or other limitation of their liability and/or their ability to pay and/or any limitation defences available to them. Our liability will also be limited to £5 million in relation to any one matter, unless otherwise agreed in writing between you and the firm.

We shall have no liability for any consequential, special, indirect or exemplary damages, costs or losses, or any damages costs or losses attributable to lost profits, income, anticipated savings or opportunities.

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We do not assume any responsibility for aspects of matters upon which other professional advisers are advising or upon which they might ordinarily be expected to advise.

We shall have no liability for any errors in or arising from the use of any formulae or calculations which are supplied to us by you or your other professional advisers.

We shall have no liability for any loss or damage suffered by you as a result of our inability to comply with your instruction due to force majeure or other matters outside our reasonable control and which we have taken reasonable care to avoid.

We shall have no liability for any loss or damage suffered by you as a result of our inability to comply with your instructions to transfer monies because of bank failure or insolvency, force majeure or other failure of a bank to pay.

We can only limit our liability to the extent that the law allows. In particular, we cannot limit our liability for death or personal injury caused by our negligence.

Boodle Hatfield LLP alone will provide the services and your agreement is solely with Boodle Hatfield LLP. You agree that you will not bring any claim whether in contract, tort, negligence, for breach of statutory duty or otherwise against any service company owned or controlled by or on behalf of Boodle Hatfield LLP or any of the members of Boodle Hatfield LLP or against any member of, consultant to, or employee or agent of Boodle Hatfield LLP, or of any service company owned or controlled by or on behalf of Boodle Hatfield LLP, or any of the members of Boodle Hatfield LLP. Those service companies, members, consultants, employees and agents assume no personal liability for the provision of services and shall be entitled to rely on these terms insofar as they limit or exclude their liability.

Pursuant to various statutes, regulations or court orders, we may, exceptionally, have obligations that lead us to disclosing details of your affairs to the relevant authorities. We will not always be permitted to inform you that this has occurred. In some cases, compliance with these obligations may cause delay in carrying out your instructions or proceedings with the matter and provided we have acted in good faith, we shall have no liability to you for the consequences of such delay.

Storage of Documents

At the end of your matter, following payment of all outstanding costs, any original documents or property belonging to you will be released at your request. Our files will be stored and kept for at least six years. During storage they will be readily obtainable if required. After at least six years, and perhaps longer, depending on the nature of the matter, the files may be destroyed. We will not destroy documents that you ask us to hold in safe custody.

We do not normally make a charge for retrieving stored papers or deeds in the context of new or revived instructions. In other cases we may make an administrative charge for time spent in any review or sorting of the papers necessary to comply with your instructions or for producing or copying stored papers or deeds to you or third parties at your request.

To maintain our specialist knowledge, we may copy and store in our know-how system, legal advice given by us and Counsel instructed by us, documents, drafting or other know-how in any matter. When we do so, we will keep any confidential information contained in it confidential.

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Money Laundering

To ensure compliance with money laundering legislation, we are obliged to obtain satisfactory evidence of the identity of our clients and sometimes of people related to them. This must be received by us before we are able to commence working for you.

We may need to verify the information you provide and may use your personal information to verify identity through electronic data sources. From time to time we may need up-to-date evidence of identity to be provided.

If you fail to provide us with the information that we request, we may be unable to continue acting for you. Further, funds may only be sent to our bank accounts by prior arrangement.

If in any matter in which you are involved we suspect that any person is making use of “criminal property” (a technical term in the money laundering legislation going well beyond what would normally be thought of as criminal activity or the proceeds of crime), we are required by law to make a report to the National Crime Agency and to seek its consent to continue acting.

Any work done by us towards ensuring compliance with the money laundering legislation will be charged to you.

Tax Evasion

We comply with anti-tax evasion legislation and conduct business in accordance with all such obligations. We will not provide services in a transaction where we know or suspect that any aspect of the transaction is being misused, abused or otherwise corrupted for the purposes of tax evasion. In accepting these terms of business, you are confirming that you are not engaged in tax evasion. We may terminate our agreement to act for you forthwith on written notice as soon as we learn you are engaged in tax evasion not disclosed to us at the time of engagement.

Financial Services and Advice

We are not authorised under the Financial Services and Markets Act 2000 but we are able in certain circumstances to offer a limited range of investment services under the supervision of and regulation by the SRA. We can provide these investment services if they are an incidental part of the professional services we have been engaged to provide.

From time to time during the course of acting for you, we may have to make what the relevant regulations term “unsolicited real time financial promotions” relating to investments. Examples would be our recommending that you use the services of someone authorised by the FCA or giving you information regarding other services of the firm.

By instructing and continuing to instruct us you are specifically accepting that we may make such “promotions”.

We are not authorised by the FCA. However, we are included on the register maintained by the FCA so that we can carry on insurance mediation activity (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 SRA. The register can be accessed via the FCA website at www.fca.org.uk/firms/financial-services-register.

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Governing Law

The terms of our relationship with you will be governed by the English law and subject to the exclusive jurisdiction of the English courts.

General

In these terms of business:-

“we”, “us”, “our”, “firm” and “Boodle Hatfield LLP” mean or refer to Boodle Hatfield LLP (a limited liability partnership registered in England and Wales with registered number OC318080 whose registered office is at 240 Blackfriars Road, London SE1 8NW) and any successor practice and any service company owned or controlled by or on behalf of Boodle Hatfield LLP or any of its members and, as the context requires, all members of, consultants to and employees and agents of Boodle Hatfield LLP and of any service company owned or controlled by or on behalf of Boodle Hatfield LLP or any of its members;

the terms “partner” and “partners” mean or refer to a member or members of Boodle Hatfield LLP;

“you” and “your” refer to our client;

“SRA” means the Solicitor’s Regulation Authority; and “FCA” means the Financial Conduct Authority.

These terms of business apply except to the extent that they are varied in writing by a partner of Boodle Hatfield LLP.

From time to time we might find it necessary to amend these terms of business. A copy of the latest version will be available on request and can also be accessed through the Legal Notice section of our website www.boodlehatfield.com.

A third party who is not a party to these terms of engagement has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any of these terms, but this does not affect any right or remedy which exists or is available apart from that Act.

A full list of members’ names is available for inspection at our offices.

London Office:

240 Blackfriars Road London SE1 8NW

DX 53 Chancery Lane

Telephone: 020 7629 7411

Fax: 020 7629 2621

Email: bh@boodlehatfield.com

Oxford Office:

6 Worcester Street Oxford OX1 2BX

Telephone: 020 7629 7411

Fax: 020 7079 8521

Email: bh@boodlehatfield.com

April 2023

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