

Terms of Business

Purpose

The purpose of this document is to record the terms on which we, Coltman Warner Cranston LLP (hereinafter referred to as Coltman Warner Cranston), will supply legal services so that there is clarity, in particular, as to:

- those who will be responsible for each matter on which you instruct Coltman Warner Cranston;
- the basis of Coltman Warner Cranston's charges and billing arrangements;
- the steps you may take if you are not happy with any aspect of our service.

1 Provision of our services

- 1.1 Coltman Warner Cranston will provide services on the terms set out in this document, in any letter of engagement provided by us and as we may subsequently agree with you.
- 1.2 These terms of business shall apply to all matters on which you instruct us, whether or not there is a separate engagement letter.
- 1.3 If there is any conflict between any engagement letter and these terms of business, the engagement letter will prevail.

2 Your Legal Team

- 2.1 **The Team** We will appoint a Client Relationship Partner with overall responsibility for the quality of our service. A Lead Lawyer will have responsibility for the supervision of each matter and you shall be notified of the Lead Lawyer for each matter. We shall also tell you the names of any other lawyers who will be principally involved in the day-to-day conduct of each matter. We may, from time to time, involve other lawyers of appropriate skill and experience to assist.
- 2.2 **Changes** Coltman Warner Cranston will try to ensure each matter is handled principally by the same team throughout. Sometimes this is not possible and if this is the case we shall tell you and explain the reasons.
- 2.3 **Keeping You Informed** The Lead Lawyer will agree with you the timing and content of progress reports, where they are appropriate.

3 Fees

- 3.1 **Basis of Fees** Coltman Warner Cranston's fees will be calculated on the basis specified in any engagement letter or as otherwise agreed with you. Normally fees will be on a 'time' basis, unless an alternative basis is agreed with you. Where fixed costs recoverable under CPR 45 exceed any agreed 'time' charges, you agree that we may charge the fixed recoverable costs in substitution for any other charges in respect of that work.
- 3.2 **Time Basis** Coltman Warner Cranston's fees will be calculated based on the time spent dealing with the matter calculated at the appropriate hourly rates of each of those involved, with time recorded usually in units of six minutes. Time spent will include travelling time. Hourly rates are generally reviewed each year with effect from 1st January and may also alter to take account of increased seniority and experience of team members.
- 3.3 **Fixed Fees** If a fixed fee is agreed with you, we shall state the scope of our work and other relevant terms on which the fixed fee is based. If these terms are not met, Coltman Warner Cranston will be entitled to adjust the fee to reflect the change of circumstance.
- 3.4 **Estimates** Any estimate or forecast of fees or the time likely to be involved in any matter will be given in good faith for planning or other purposes only; it will not be contractually binding.
- 3.5 **Disbursements and Expenses** Coltman Warner Cranston's charges are exclusive of the cost of counsel, third party lawyers and other professional advisers. You will be liable for these amounts, and any other

fees for third party services obtained by us on your behalf (such as travel costs), which will either be included in our bill as disbursements or payable by you directly to the third party, as referred to at paragraph 3.14. We are also entitled to charge you for other expenses incurred by us in carrying out our services such as telephone calls, facsimile messages, printing and photocopying. These charges will be included in our bills to you. Please let us know if you would like further information as to the rates we charge for such items.

- 3.6 **Payments on Account** Coltman Warner Cranston may require you to pay money on account of fees, expenses and disbursements (either in advance or periodically as they are incurred or become due for payment). Coltman Warner Cranston may (but is not obliged to) use money paid on account to pay our fees, expenses and disbursements, on delivery of an invoice to you. If Coltman Warner Cranston uses all or part of the money paid on account in payment of fees and expenses or disbursements and the matter is ongoing, normally you will be asked to make a further payment on account. Any balance of monies paid on account will be credited to you on delivery of the final bill and closure of the file.
- 3.7 **Client Money** Any money paid by you on account, including on account of Coltman Warner Cranston's fees and expenses, will be held on deposit in an account separate from Coltman Warner Cranston's funds. Unless the amount is small or the money is held for a short time, when Coltman Warner Cranston is allowed to keep the interest under the Solicitors' Accounts Rules 1998, Coltman Warner Cranston will account to you for interest (less tax if appropriate) calculated at the following Barclays Bank plc rate - Sterling-Clients' Premium Account (or such rate which replaces the applicable rate).
- 3.8 **VAT** Value Added Tax (if applicable) will be added to Coltman Warner Cranston's fees and expenses.
- 3.9 **Cash** We do not accept payments in cash.
- 3.10 **Billing** Except where we have specifically agreed otherwise in writing, we shall be entitled in both contentious and non-contentious matters to render bills (invoices) to you by post and/or email as the matter progresses on a monthly basis. This will enable you to assess how costs are progressing. The invoices will be final statutory bills for the work covered by them save for any disbursements payable for the period, but not yet billed, unless stated otherwise, where required, we shall provide a detailed narrative of the work carried out on your behalf and are happy to provide you with any additional breakdown of the bill which you may reasonably require. You may be entitled to object to a bill and apply for an assessment under Part III of the Solicitors Act 1974.
- 3.11 **Payment** Coltman Warner Cranston bills (whether interim or final) are payable on receipt by you. If a bill is not paid within 30 days of delivery to you:
- Coltman Warner Cranston reserve the right to stop work on the matters covered by the unpaid bill and to stop work on any other matters which we may be undertaking for you. In such circumstances, we reserve the right to terminate this or any other engagement with you.
 - In such circumstances, we will bill all work in progress which will be payable immediately. Whilst fees are owed to us, we are entitled to a lien over documents, filed or any other property held by us belonging to you. The lien will be released on payment
 - Coltman Warner Cranston may also charge you interest on any amount not paid within the 30 days at a rate of 3% per annum above the base rate of Barclays Bank plc from time to time or, if that base rate is discontinued, a similar rate reasonably selected by us.
- 3.12 **Liability for Costs** You are responsible for the payment of Coltman Warner Cranston's fees, expenses and any disbursements and any applicable VAT. This applies even if a third party, including an insurer, has agreed with you to pay Coltman Warner Cranston's bill. You will be the addressee on Coltman Warner Cranston's bills for your matters. If you instruct Coltman Warner Cranston together with one or more other person in connection with a matter, you and the other person together will be liable for Coltman Warner Cranston's fees and expenses and any disbursements on a joint and several basis. This means that Coltman Warner Cranston will always be entitled to seek payment in full for the total amount of fees, expenses and disbursements from you alone.
- 3.13 **Overseas Advice** Coltman Warner Cranston will, if you so request, liaise on your behalf with lawyers or other professional advisers providing advice on the laws of jurisdictions other than England.
- 3.14 **Payment of Third Parties' Fees** You will be responsible directly to any overseas law firms, counsel, experts, accountants or other advisers for the payment of any such party's fees and disbursements. Coltman Warner Cranston will, if you so request, make such payments on your behalf after you have paid to us the relevant amount. If Coltman Warner Cranston obtains third party advice for you, we are not liable for its content.

4 Termination

- 4.1 **By You** You may terminate your instructions at any time by writing to us.
- 4.2 **By Us** We shall only stop working for you where we consider we have good reason including:
- if you do not pay a bill within a reasonable time (as referred to at paragraph 3.11); or
 - if you do not meet a request for a payment on account; or
 - if you do not provide us with the necessary instructions; or
 - we are required to stop working for you by law or the rules of the Solicitors Regulation Authority or other regulatory body with whose rules we customarily comply (such as if there is a conflict of interest or you do not provide us with documents we require to verify your identity). Where possible, we shall give you reasonable notice that we are to stop representing you.
- 4.3 **Effect of Termination** On termination, you must still pay Coltman Warner Cranston's fees, expenses and disbursements up to the date when we stop working for you. Until we have been fully paid, we shall be entitled to exercise a lien over (meaning we can retain) money, papers, deeds, books and information (including information stored electronically) of yours whether or not relating to the matter on which we were representing you. Termination may have effect in relation to one matter or to all matters on which we are then working for you.
- 4.4 **Length of Engagement** We will continue to consider you to be a client for conflicts purposes for so long as we are working together. After you cease to be a client, we may continue from time to time to inform you about developments in the law which may be of interest and invite you to seminars or other events.

5 Representing other Clients

- 5.1 **Conflicts of Interest** We are governed by the Code of Conduct of the Solicitors Regulation Authority of England and Wales (Code). Conflicts of interest will be determined in accordance with the Code in relation to all matters on which you instruct us unless otherwise agreed in writing. If a conflict of interest should arise for any reason on a matter where we are working for you, we shall discuss the matter with you as soon as possible and try to reach a solution. In exceptional circumstances, it may be necessary for us to cease acting for you on that matter or generally.
- 5.2 **Representation of other Clients** We are permitted under the terms of the Code to represent other persons or entities whose interests are, or may become, adverse (in litigation, transactions or otherwise) to you, or any of your affiliates, in matters that are not substantially related to matters on which we are instructed by you. You agree that we may represent persons or entities adverse to you in matters that are not substantially related to matters on which we are instructed by you, unless otherwise agreed in writing.
- 5.3 **Tenders and Auctions** Where you request us to act for you on matter where you are one of a number of parties competing for the same asset (for example, in a tender or corporate auction), you agree that we may act for other parties on the same matter. In such circumstances we would comply with the requirements of the Code.
- 5.4 **Affiliates** Only the entity or entities named in any engagement letter is our client for that matter and any affiliate of the named client (which includes, by way of example, parent, sister and subsidiary companies, shareholders, directors or constituent partners, members, or other equity stakeholders) is excluded from the engagement, unless otherwise agreed in writing.

6 Confidentiality, Ownership, Data Protection, Storage of Information, Identification and Publicity

- 6.1 **Confidentiality** We are bound by strict professional obligations of confidentiality. We shall keep confidential information provided by you unless:
- you permit us to disclose it (for example, to state that we have worked for you in our promotional materials); or
 - the information is or comes into the public domain; or
 - we are required to disclose it by law or by the rules of the Solicitors Regulation Authority or other professional or regulatory body with which we customarily comply. In the course of working for you we may disclose your information to other professional firms or people we instruct to provide assistance with your work, such as counsel, accountants or overseas law firms.
- We reserve the right to disclose our files to regulatory bodies in the exercise of their powers to meet legal and regulatory compliance requirements. We reserve the right to disclose files to our file auditors who will, at all times, respect client confidentiality.

- We also reserve the right to disclose, when necessary, our files and those of our clients to our professional indemnity insurers and to provide information to our insurance brokers in relation to these communications with insurers. Both our professional indemnity insurers and brokers are regulated by the Financial Conduct Authority and take such steps as necessary to protect our client's confidentiality.
- If we are required for any reason (whether during the course of a matter or after it has terminated) compulsorily to disclose documents or to give information orally or in writing relating to a matter or your affairs pursuant to a Court order, notice or demand served by an entity or person with the authority to compel such disclosure, then we shall comply.
- Details which identify the individual to whom the Terms of Business are sent together (if relevant) with such details or other key individuals within your organisation supplied to us from time to time will be entered on to our database. We will use these details primarily to provide you with legal service.
- They will also be kept on our database for administration and accounting purposes, to enable us to undertake any searches with credit reference agencies and so that we can send you or such other identified individuals relevant information about us and our services and about developments and events which we consider may be of interest to you. By accepting the engagement letter and the Terms of Business, you signify consent on behalf of all relevant individuals.
- However, except as permitted above or required by law, we will not disclose any information so provided without consent. All personal information will be processed in accordance with the applicable privacy laws. For details about what personal information we collect and why, we refer you to our Privacy Notice on our web site at www.coltmanco.com.

6.2 Electronic Storage, Email and Storage on Completion

- We shall store and use information obtained and documents created or amended by us or other parties (such as counsel) in the course of working for you electronically on our central servers for know how, marketing and other purposes connected with our business. We have in place security measures designed to ensure that in doing so we are able to comply with our duty of confidentiality recorded in paragraph 6.1. We will take precautions to ensure that our electronic communications are virus free although we cannot guarantee this. We may not allow certain documents into our system for security reasons. We reserve the right to monitor electronic communications.
- You can ask us to send to you the files and other documents relating to a matter (unless we have not been fully paid in which case paragraph 4.3 will apply). If you do, we may keep copies for our purposes but will respect your rights of confidentiality as referred to above. If you do not ask us to send to you such documents, we shall store these either electronically or in paper format for not less than seven years after the date of our final bill for a matter. After this period, and without further notice to you, we shall be entitled to destroy all documents (other than title deeds and other documents you have requested us to keep). If you would like us to keep title deeds and other important documents for you following completion of a matter, we shall do so but reserve the right to charge a reasonable amount to cover our storage and administrative expenses.
- Unless otherwise directed by you, we may correspond by e-mail or other electronic media. As with any other means of delivery, this carries with it the risk of inadvertent misdirection or non-delivery. It is the responsibility of the recipient to carry out a virus check on any attachments received. As internet communications are capable of data corruption, we do not accept any responsibility for changes made to such communications after their dispatch. For this reason it may be inappropriate to rely on advice contained in an e-mail without obtaining written confirmation of it. All risks connected with sending commercially sensitive information relating to your business are borne by you and are not our responsibility. If you do not accept this risk, you should notify us in writing that e-mail is not an acceptable means of communication and also make sure that you do not use e-mail to communicate with us.

6.3 Data Protection We may keep records of personal data (such as contact details) which you or individuals working for you provide to us.

- We will use this data in the course of the provision of our services to you, know how development and management, administration and marketing, including advising you or individuals working for you about our services, publications, seminars and other events.
- We also will need to provide this data to third parties assisting us (such as seminar organisers, providers of disaster recovery and back up services). We may need to send the personal data outside the European Economic Area, From time to time Coltman Warner Cranston may work in association with other law firms which will necessitate that we provide both personal and confidential data to the other law firm. Any such transfer of the data will be for the same limited purposes as used by Coltman Warner Cranston and we shall seek to apply similar security conditions to those applying to the processing of personal data by Coltman Warner Cranston. We ask you to

provide details of this paragraph to individuals working for or on behalf of you with whom we may be in contact.

- 6.4 **Identification Checks** We have a legal obligation to check the identity of clients and, in some cases, those from whom we receive funds. In some circumstances, we may charge for the costs of doing these checks. We try, where we can, to obtain identification evidence from third party sources such as from online credit reference agencies and, unless you inform us otherwise, we shall assume your consent to our carrying out such checks and to our keeping records of such checks. We may need to ask you (and directors or shareholders, where relevant) to provide us with evidence of identity. We may need to ask you to provide up-to-date evidence of identity to ensure our ongoing compliance. The evidence of identity we hold will be made available to third parties whom we instruct on your behalf, if they require it to comply with anti-money laundering or similar legislation to which they are subject. We also may need you to identify the source of any funds or parties to whom you wish us to make payments and to provide satisfactory reasons for such payments. If you fail to provide such information promptly, we will not be in a position to act for you or to continue acting, as the case may be. We may need to hold funds provided by you or on your behalf pending consent from the appropriate authorities.
- 6.5 **USE of Artificial Intelligence (“AI”)** We may use AI technology and tools as part of the provision of services to you. This may include the use of AI for legal research and analysis, document drafting and review, assisting with providing predictive analytics and to assist in any other aspect of our services to you, as we may determine necessary. Any use of AI will not limit our duties to you for our services and we shall ensure that in using AI we do not put at risk your confidential information.
- 6.5 **Publicity** We may wish to mention in our marketing materials that we have acted for you and include information about the work undertaken for you if that information is already in the public domain. We may include details of the work we have undertaken for you in proposals or presentations to existing or prospective clients or other parties but will do so on a confidential basis. Please let us know if you do not wish us to mention you in the ways set out in this paragraph.

7 Limitation

- 7.1 **Liability** Coltman Warner Cranston is a limited liability partnership. Any reference in these terms of business or any other Coltman Warner Cranston document, or any oral reference, to a person who is a partner is a reference to a member of Coltman Warner Cranston or an employee of equivalent standing. All correspondence and other communications sent to you in the performance of our services, whether signed by a partner, consultant or employee, shall for all purposes be assumed to have been sent on behalf of Coltman Warner Cranston. Any liability arising out of or related to these terms of business, or otherwise arising out of or related to the services provided by Coltman Warner Cranston to you, shall be a liability of Coltman Warner Cranston and not of a partner, employee or consultant of Coltman Warner Cranston. Accordingly, you agree that you will not bring any claim against a partner, employee or consultant personally.
- 7.2 **Limitation of Liability** Without prejudice to paragraph 7.1, if any engagement letter includes a limitation on the financial liability of Coltman Warner Cranston, then the aggregate liability of Coltman Warner Cranston, its partners, employees and consultants or any of them whether in contract, tort (including negligence), breach of statutory duty or otherwise in respect of any losses, damages, liabilities, claims, demands, interest and costs arising out of or in connection with the matter referred to in any engagement letter will not exceed £3 million or, if different, the figure noted in the engagement letter. Coltman Warner Cranston, its partners, employees and consultants shall not be liable to any third party for any losses, damages, liabilities, claims, demands, interests or costs arising out of or in connection with the provision of legal services to you. In this paragraph, Coltman Warner Cranston is not seeking to limit its liability (or the liability, if any, of any partner, employee or consultant) for personal injury or death caused by negligence or damage caused by intentional or fraudulent misrepresentation or in any way to exclude or restrict liability other than as is permitted by law.
- 7.3 **Contribution to Loss** Without prejudice to paragraphs 7.1 or 7.2, where Coltman Warner Cranston shares responsibility with others (such as accountants) on a matter, Coltman Warner Cranston’s liability (and any liability of a partner, employee or consultant of Coltman Warner Cranston) for any losses or claims in relation to the matter shall be limited to that proportion of any losses which it would be just and equitable to pay having regard to the extent of Coltman Warner Cranston’s (or any partner, employee or consultant’s) responsibility for the loss. Our share of liability will not be increased because a claim cannot be made against others who are also responsible for any loss because such parties are insolvent or have contractually or otherwise excluded or restricted their liability.

7.4 **Third Parties** For the purposes of the Contracts (Rights of Third Parties) Act 1999, nothing in these terms of business (or any related engagement letter) shall confer or purport to confer any benefit or the right to enforce any term on a third party other than partners, employees or consultants of Coltman Warner Cranston.

7.5 **Exceptional Circumstances** We shall not be liable for any failure to fulfill its obligations caused by circumstances outside our reasonable control (such as telecommunications or electronic systems failure or unavailability).

8 Quality of Service

We value your instructions and aim to meet or exceed your expectations of service and quality of work. If you have any concerns about any aspect of our service (including the level of our fees), please raise the issue immediately with your Client Relationship Partner. If you remain dissatisfied with the level of our fees, after you have discussed the issue with the Client Relationship Partner, you may be entitled to request us to obtain a remuneration certificate from the Legal Complaints Service or to have our charges checked by the High Court. You may also be entitled to refer any complaint that we are unable to resolve to the Legal Ombudsman whose contact details are PO Box 6806, Wolverhampton, WV1 9WJ, 0300 555 0333, enquiries@legalombudsman.org.uk and www.legalombudsman.org.uk. 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 a year of the act or omission about which you are complaining (or you becoming aware of it). The Legal Ombudsman deals with complaints by consumers and very small businesses. Further details are provided on the back of our bills. Please let us know if you would like us to explain your rights at any time.

9 Financial Services

Coltman Warner Cranston is not authorised by the Financial Services Authority. Coltman Warner Cranston is included on the register maintained by the Financial Services Authority so that we can carry on insurance mediation 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 Services Authority website at www.fsa.gov.uk/register.

10 Outsourcing and File Review

10.1 Sometimes we ask other companies or people to undertake tracing services, service of proceedings, document production or to provide secretarial services for us to ensure that work is done promptly. We will always enter into a confidentiality agreement with these outsourced providers and will only use reputable and trusted organisations and individuals

10.2 From time to time, external firms or organisations may conduct audit or quality checks on our practice. These external firms or organisations are required to maintain strict confidentiality in relation to your files.

11 Governing Law and Disputes

11.1 **Applicable Law** Your relationship with us will be governed by and interpreted in accordance with the laws of England.

11.2 **Disputes** Any dispute arising out of our legal services will be submitted in the first instance to voluntary mediation under the auspices of the Centre for Effective Dispute Resolution, London, and if mediation is not successful, then to binding arbitration in accordance with the arbitration rules of the United Nations Commission on International Trade Law (UNCITRAL) currently in force. That arbitration is to take place before a panel of three arbitrators and the place of arbitration shall be London, under the auspices of the London Court of International Arbitration, except that a dispute relating to the amount of our fees, disbursements or expenses shall be submitted to the exclusive jurisdiction of the Supreme Court of Judicature in England. This paragraph does not affect your rights as referred to at paragraph 8.

11.3 **Jurisdiction** Subject to paragraph 10.2, all disputes arising out of or relating to our relationship with you shall be subject to the exclusive jurisdiction of the English Courts.

12 Amendments and Severability

- 12.1 **Severability** If any one of these terms (or any term of an engagement letter) is or becomes illegal, invalid or unenforceable that shall not affect the validity or enforceability of any other terms of this document or any engagement letter.