

ANALYSIS LEGAL LLP - TERMS OF BUSINESS

1 Definitions and Interpretation

In these Terms of Business and any associated engagement letter:

1.1 unless the context otherwise requires:

references to **you** and **your** are to the client instructing us and named in the engagement letter;

references to **we, us, our, Firm** and the like are to Analysis Legal LLP;

references to **Partner** or **Partners** are to a partner or partners in Analysis Legal LLP;

Client Care Partner means Analysis Legal LLP's client care partner as identified in the engagement letter or as otherwise notified to you from time to time;

Analysis Legal Person means any partner, member, officer, employee or consultant of Analysis Legal LLP;

Financial Conduct Authority means the Financial Conduct Authority or any successor body;

Supervising Partner means the Partner responsible for the Analysis Legal LLP team working with you on our engagement;

1.2 the term **partner** is used to refer to a member of Analysis Legal LLP or an employee or consultant with equivalent standing and qualifications;

1.3 words importing the singular shall include the plural and vice versa, words importing a gender shall include all genders and words importing persons shall include bodies corporate, unincorporated associations and partnerships;

1.4 any reference to **persons**, includes natural persons, firms, partnerships, companies, corporations, associations, organisations, governments, states, governmental or state agencies, foundations and trusts (in each case whether or not having separate legal personality and irrespective of the jurisdiction in or under the law of which it was incorporated or exists);

1.5 a reference to a statute or statutory provision is a reference to that statute or statutory provision and to all orders, regulations, instruments or other subordinate legislation made under the relevant statute;

1.6 any reference to a statute, statutory provision, subordinate legislation, code or guideline (**legislation**) is a reference to such legislation as amended and in force from time to time and to any legislation which re-enacts or consolidates (with or without modification) any such legislation; and

1.7 any phrase introduced by the terms **including, include, in particular** or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.

2 Analysis Legal LLP

2.1 Analysis Legal LLP is a limited liability partnership registered in England and Wales with registration number OC396591. Analysis Legal is the trading

name of Analysis Legal LLP. The VAT number of Analysis Legal LLP is 203924922.

2.2 A list of the members of Analysis Legal LLP and non-members who are designated as Partners is open to inspection at its registered office at Davenport House, 191c Moss Lane, Bramhall, Cheshire SK7 1BA. Members are solicitors.

2.3 Analysis Legal LLP is authorised and regulated by the Solicitors Regulation Authority (www.sra.org.uk).

3 Terms of Business

3.1 These Terms of Business relate to engagements undertaken by Analysis Legal LLP in the United Kingdom.

3.2 These Terms of Business, together with any engagement letter, set out the terms and conditions upon which we agree to be engaged by you, to the exclusion of all other terms that you or we may purport to apply in connection with our engagement (unless otherwise agreed in writing between you and us).

4 Respective responsibilities

4.1 We aim to offer you a friendly and efficient service. We will exercise reasonable skill, care and diligence in carrying out your instructions.

4.2 Our advice will be limited to English law and, unless otherwise agreed between you and us, we will not supply you with advice on the laws of any other jurisdiction.

4.3 We do not act for or accept duties to any of your parent, subsidiary or affiliated companies or for any of your officers, directors or employees, each of whom will (unless otherwise agreed by us) be deemed to have separate interests from you with respect to this, and any future, engagement.

4.4 Our role is to act as legal adviser; it is not part of our role to advise on commercial, financial or business issues. In particular, we do not advise on the commercial or financial viability or merits of transactions, or the business risks that may be associated with them.

4.5 Unless specifically agreed as part of our engagement, we will not advise on tax-related issues.

4.6 You agree that during the course of our engagement you will:

(a) give us clear and prompt instructions and keep us informed of developments in your matter;

(b) co-operate with us to progress your matter;

(c) not ask us to work in an improper or unreasonable way; and

(d) safeguard documents which are likely to be required and provide promptly all relevant information and documents, including all information and documents that we request, in connection with your matter.

5 Fees and disbursements

- 5.1 Unless otherwise agreed, work is charged in six minute units, using hourly rates based on seniority and experience.
- 5.2 Our hourly rates are subject to periodic review. We will inform you of any changes proposed. In addition, rates charged in respect of individual lawyers may change as they increase in seniority.
- 5.3 Our fees are exclusive of VAT, which must therefore be added (where chargeable under current legislation).
- 5.4 We charge separately for disbursements, such as court fees, counsel's fees, expert fees, correspondent lawyers' fees and search fees, and for expenses such as photocopying, printing, travelling, couriers and out of pocket expenses.
- 5.5 Disbursements and expenses may be subject to VAT, which will be payable in addition where applicable.
- 5.6 In the case of overseas clients, where our fees are paid subject to any deduction or withholding in respect of tax in any non-UK jurisdiction, we reserve the right to charge you an additional amount which will, after any deduction or withholding has been made, leave us with the same amount we would have received in the absence of any such deduction or withholding.
- 5.7 We reserve the right to charge you for any losses incurred on foreign currency disbursements as a result of changes in the exchange rates between the date of our rendering our invoice and its date of payment.
- 5.8 Where we act for more than one client in relation to a matter you agree that each client will, unless otherwise agreed by us, be jointly and severally liable for our charges.

6 Bills

- 6.1 If you wish to set a limit on fees and disbursements to be incurred or on the length of time which may elapse before we render a bill to you, please let us know by contacting the Supervising Partner for your matter.
- 6.2 Unless otherwise agreed in writing, we have the right to render interim bills at monthly intervals or other periodic intervals which we regard as appropriate in the circumstances of any particular case. Such bills are final accounts for the periods covered by them (unless otherwise stated).
- 6.3 Each bill must be paid within 14 days of receipt. Thereafter, we are entitled to charge interest on any outstanding amount of the bill at an annual rate of 4 per cent above the base rate of Barclays Bank plc from time to time, which interest shall accrue on a daily basis from the due date to the date of payment of the outstanding amount in full.
- 6.4 If arrangements are made for a third party to pay any of our fees or disbursements or VAT, you remain responsible for the payment of any charges to the extent that the third party does not pay our bill in full.

This includes any case in which we have been instructed by your insurers to represent you under a policy of insurance.

7 Estimates of fees and disbursements

- 7.1 We are always happy to provide estimates of fees and disbursements upon request, where possible. However, it is important to remember that it may not be possible to predict the exact amount of work which will be required and that the stance adopted by opponents, or other parties to a transaction, can significantly affect matters.
- 7.2 We do not give oral estimates and any estimate given must be in writing. Estimates are given only as a guide and should not be regarded as a firm quotation, unless this is agreed in writing.
- 7.3 Estimates are given exclusive of VAT.

8 Your rights

- 8.1 If you are unhappy with our bills, you have certain rights.
- 8.2 You may object to a bill using the complaints procedure explained in Clause 21 of these Terms of Business.
- 8.3 You also have a right, under Part III of the Solicitors Act 1974 and subject to certain criteria, to apply to have our charges reviewed by the court (this is called 'assessment').
- 8.4 We will be happy to explain these rights further to you, if you wish. If you would like to discuss any of our bills, you should in the first instance contact the Supervising Partner. If this does not resolve the matter to your satisfaction or you would prefer not to speak to the Supervising Partner, please feel free to contact our Client Care Partner.

9 Anti-money laundering

- 9.1 We are, in most cases, required by anti-money laundering legislation to verify your identity and we can accept instructions only on the basis that you can properly identify yourself (and any persons whom you represent) to us. We take our obligations seriously to protect both us and our clients and so, if we do not receive sufficient evidence of identity, within a reasonable time of our request, we may have to stop acting for you. In that event, you will be charged for work done up to the time we stop acting. Our verification of identity may include the use of electronic verification services and/or require you to provide us with original documents, which we will copy for our records.
- 9.2 Under the anti-money laundering legislation, we may also need to raise enquiries as to the source of client assets and the source of funds to be used with each engagement.
- 9.3 We reserve the right to decline the receipt of sums of money in cash. In addition, we will not accept funds from any source unless that source is one which has previously been identified to our satisfaction and from which we have agreed to accept funds. If this is not the case, the funds will be dealt with in accordance with applicable law and regulation. In the event that we are unable to accept funds from the source in

question, you will remain responsible for the payment of our fees, disbursements and VAT and the discharge of any other liabilities which the funds were intended to meet.

10 Confidentiality and conflicts

10.1 The rules of professional conduct under which we practise impose requirements upon us regarding conflict between the duties we owe to different clients in relation to the same or related matters and regarding preservation of our clients' confidences.

10.2 We shall take reasonable steps to preserve your confidences both during an engagement and after its completion, and it is agreed that we may use internal information barriers for this purpose. It is also agreed that you will not expect us to divulge to you other clients' confidential information which we may hold. If, while representing you, we learn that your interests are adverse to another client or potential client of Analysis Legal LLP, we may (in accordance with our professional rules) approach you to seek your agreement to our continuing to act on terms satisfactory to all concerned. In some circumstances, however, our professional rules may require that we cease to act.

10.3 Our confidentiality obligations are subject to certain exceptions, including where disclosure is required by law, regulation or an order of the court. An example is the legislation on money laundering and terrorist financing which has placed solicitors under a legal duty in certain circumstances to disclose information to the National Crime Agency. The duty includes where a solicitor knows or suspects that a client transaction involves money laundering. Under the legislation, we may not be able to inform you that a disclosure has been made or of the reasons for it.

10.4 We reserve the right to use external agencies for photocopying, printing, translation and typing services, subject to appropriate safeguards to maintain confidentiality. Please let us know if you do not wish us to do so in any particular case. There may be occasions when it is desirable to outsource other activities, but we will advise you before doing so.

10.5 External firms or organisations may conduct audit or quality checks on our practice for legal or regulatory purposes. These external firms or organisations are required to maintain confidentiality in relation to your files.

11 Financial services

11.1 Matters upon which we are instructed may involve regulated activities within the meaning of the Financial Services and Markets Act 2000. We are not authorised under that Act and so may have to refer you to someone who is authorised to provide any necessary advice.

11.2 However, as we are members of the Law Society (which is a designated professional body for the purposes of the Financial Services and Markets Act 2000), we may be permitted to engage in certain limited regulated activities, provided that they are closely linked to the legal services we are providing to you. Any services we provide in this respect are regulated by the Solicitors Regulation Authority.

11.3 Further information on the regulatory framework and complaints procedure is given in Clause 21 of these Terms of Business.

12 Ceasing to act

12.1 If you wish to terminate our engagement at any time please notify the Supervising Partner and, if we so request, confirm the position in writing. No period of notice is necessary unless otherwise agreed.

12.2 We reserve the right for good reason and upon reasonable notice to terminate our engagement, including if:

(a) you fail to comply with your responsibilities under Clause 4 of these Terms of Business; or

(b) our continuing to act would be impractical, unethical or contravene legal or regulatory requirements.

12.3 We also reserve the right to decline to act further if you do not pay promptly a bill (fees and/or disbursements) within the due period.

12.4 Any termination by us will be confirmed to you in writing, if requested.

12.5 In certain circumstances, we may be required by law or regulation to suspend or terminate our engagement without giving any period of notice or reasons.

12.6 On termination of our engagement, we will submit a bill to you to cover work done and disbursements incurred in respect of the period up to the date of termination, and necessarily incurred afterwards as part of the orderly termination of our engagement.

12.7 Unless otherwise terminated, our engagement will end when our work on the matter is completed and our final statement of account is rendered.

12.8 Clauses 5, 6, 8, 10.3, 12.6 to 12.7 (inclusive), 13, 14, 15, 16, 17, 19.3 and 22 to 30 (inclusive) shall survive termination of our engagement as will any other provision of our engagement which, by its nature, is intended to survive such termination.

13 Files and documents

13.1 We may have the right to keep your papers, documents or other property which are in our possession until you have paid all the money that is due to us. This right will continue after the termination of our engagement.

13.2 We will retain all papers and documents (except for any papers and documents to which you are entitled and which you ask to be returned to you) electronically or in storage for a reasonable period, generally not exceeding seven years from the end of the instructions on the matter concerned, on the understanding that we have your authority to destroy them at any time after this period. If you wish papers and documents to be retained for a longer period, then please contact us to make specific arrangements.

13.3 Subject to there being no money owing to us for our fees and disbursements, we will return to you on

request papers and documents to which you are entitled. Where you request papers and documents to be sent to you or another person, we are entitled to make a reasonable charge for handling costs and delivery.

- 13.4 We may disseminate documents arising from client matters to our staff on internal databases or intranets (which are confidential to the Firm); please let us know if you do not wish us to do so in any particular case.

14 **Liability**

- 14.1 Our liability to you under or in connection with our engagement, above the compulsory minimum level of professional indemnity cover set by our professional rules from time to time, shall not exceed £3,000,000. This limit shall apply to any and all causes of action against us in respect of or arising from or in any way connected with our engagement by you. Where you instruct us on future matters, this Clause 14.1 shall also apply to each such future matter but with a fresh limit, as above.

- 14.2 Where instructions on any matter are from multiple clients, a single limit will apply to be shared by all such clients.

- 14.3 If you would like us to have a higher limit for any particular matter, please contact us to discuss this.

- 14.4 Save as provided in Clause 17 your relationship will be solely with Analysis Legal LLP, and Analysis Legal LLP will have sole legal liability for the work done for you and for any act or omission in the course of that work. No Analysis Legal Person will have any personal legal liability for that work, whether in contract, tort (including negligence) or otherwise. In particular, the fact that an Analysis Legal Person signs in his or her own name any letter, email or other document in the course of carrying out that work will not mean that he or she is assuming any personal legal liability separate to that of Analysis Legal LLP.

- 14.5 You agree that any claim brought in respect of a matter upon which we are instructed will be made against Analysis Legal LLP and not against any Analysis Legal Person.

- 14.6 However, in the unlikely situation that a court of competent jurisdiction allows you to make a claim, in respect of a matter upon which we are instructed, against Analysis Legal LLP and/or any Analysis Legal Person, you agree that the restrictions and limitations of liability set out in Clause 14.1 (or as may otherwise be agreed in writing between you and us pursuant to Clause 14.3) and Clause 15 will apply as if Analysis Legal LLP and all Analysis Legal Persons against whom a claim is made were a single entity. Accordingly, you will not be entitled to recover any more than the aggregate capped amount set out in Clause 14.1 (or as may otherwise be agreed in writing between you and us pursuant to Clause 14.3) from the combined resources (including applicable insurance) of Analysis Legal LLP and all Analysis Legal Persons.

- 14.7 These Terms of Business shall only apply to exclude or limit any liability to the extent permitted by law.

15 **Contribution claims**

- 15.1 Our liability to you will be limited to that proportion of any loss or damage you may suffer as is just and equitable, having regard to the extent of your own responsibility for the loss and damage and that of any other person who may also be liable to you in respect of it.

- 15.2 In considering whether other persons may be liable to you, no account is to be taken of any inability on your part to enforce remedies against another person by reason of causes of action against that person becoming time-barred, or the person's lack of means or the person's reliance on exclusions or limitations of liability.

- 15.3 Nothing in this Clause 15 shall increase our liability beyond that set out in Clause 14.

16 **Responsibility to third parties**

- 16.1 The advice we give is intended for your sole benefit in respect of the particular work you instruct us to do; it is not intended to be used or relied upon by others, or for a different purpose. Accordingly, you should not disclose our advice to others without our consent or rely on it in connection with any other matter.

- 16.2 Save where imposed by law, we do not accept any responsibilities to any third parties in relation to the matter on which we are instructed by you. To the extent that the law nonetheless imposes on us such responsibility to any third parties, our liability to them shall be limited in accordance with Clauses 14 and 15, and a single limit as set out in Clause 14 shall be shared between such third parties and you.

17 **Correspondent lawyers, counsel etc**

- 17.1 Where we consider it to be an effective way of dealing with a matter, we will instruct counsel or engage correspondent lawyers, experts or others on your behalf. We shall, however, consult you before instructing or engaging any such persons. We will not be responsible for the advice given, services provided by, or default of, counsel, correspondent lawyers, experts or others instructed by us on your behalf, but we will use reasonable care in selecting them. You will be responsible for the fees and expenses of any such persons instructed or engaged.

18 **Data Protection**

- 18.1 We are committed to our obligations under the General Data Protection Regulation. We have explained how we use, process and protect your personal data (and that of your organisation's staff's personal data, where applicable) in our Privacy Notice which can be found on our website at this address: www.analysislegal.co.uk

19 **Electronic communications**

- 19.1 During the course of this matter, we may wish to communicate electronically with one another. The electronic transmission of information cannot be guaranteed to be secure or error-free, as it will be transmitted over a public network, and such information could be intercepted, corrupted, lost, destroyed, arrive late or incomplete, or otherwise be adversely affected or unsafe to use.

19.2 We and you each agree to use reasonable procedures to check for the most recently known viruses before sending information electronically, but we each recognise that such procedures cannot be a guarantee that transmissions will be virus-free.

19.3 We shall each be responsible for protecting our own interests in relation to electronic communications. Neither you or we (nor any Analysis Legal Person) shall be liable to the other on any basis, whether in contract, tort (including negligence) or otherwise, in respect of any damage or loss arising from or in connection with the electronic communication of information between us.

20 Future instructions

20.1 Unless we both agree otherwise, and subject to our then current hourly rates, these Terms of Business (as amended from time to time) will apply to any future instructions that you are kind enough to give us.

21 Complaints procedure

21.1 Analysis Legal LLP is committed to high quality legal advice and client care. If you are unhappy about any aspect of the service you have received or about the bill, please contact Anna Lees on 01616676100 or anna@analysislegal.co.uk or by post to our office. We have a procedure in place, which details how we handle complaints, which is available on request from our office or by contacting one of the Partners. We have eight weeks to consider your complaint. If we have not resolved it within this time you may complain to the Legal Ombudsman.

21.2 If for any reason we are unable to resolve matters between us within eight weeks, you may be entitled to ask the Legal Ombudsman (PO Box 6806, Wolverhampton WV1 9WJ, tel: 0300 555 0333 or email: enquiries@legalombudsman.org.uk) to consider the complaint. Access to the Legal Ombudsman is subject to qualification criteria, details of which are accessible via the above link. 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). Further details are available on the Legal Ombudsman's website: www.legalombudsman.org.uk

21.3 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, and the Legal Ombudsman deals with complaints against lawyers: you may raise any concerns with either of these bodies.

21.4 If you are unhappy with our charges, you may also be entitled to apply to Court for an assessment of the bill under Part III of the Solicitors Act 1974. However, the Legal Ombudsman may not consider a complaint about our bill if you have applied to Court for it to be assessed. Please note that if all or part of the bill remains unpaid, we may be entitled to charge interest.

22 Third party rights

22.1 Except to the extent provided in Clause 22.2, a person who is not a party to the agreement between us has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the agreement.

22.2 The exclusions of liability in favour of Analysis Legal Persons contained in Clauses 14, 15, 16, 19 and 24 of these Terms of Business may be enforced by any Analysis Legal Person subject to and in accordance with the terms of the agreement between us and the Contracts (Rights of Third Parties) Act 1999.

22.3 Notwithstanding that any term of the agreement between us may be or become enforceable by an Analysis Legal Person:

(a) you and we may agree to waive, grant time under or otherwise deal with any of our respective rights and obligations under the terms of the agreement between you and us; and

(b) the terms of the agreement between you and us may be varied, amended or modified, or such agreement may be suspended, cancelled or terminated by agreement between you and us or pursuant to its terms, or the agreement may be rescinded, (in each case) without reference to or the consent of any such Analysis Legal Person.

23 Intellectual property

Unless otherwise expressly agreed in writing, we own the rights in the work product that we produce in providing services to you. Subject to payment of our fees for services provided, we grant to you a non-exclusive, royalty free and perpetual licence to use the work product for the purposes for which we produced it for you. This licence does not allow you to give the work product to third parties to use for their benefit unless we have specifically agreed to this in writing.

24 Disclosures to HM Revenue and Customs

In certain circumstances legislation may require us to disclose details of transactions to HM Revenue and Customs where these may result in a tax advantage. If we consider that such a requirement arises we will inform you, and you agree to provide us with such information and assistance as may be necessary to enable us to meet our obligations in this regard within the time frame imposed by law. While we will aim to secure your consent to such disclosure, we may be required to make disclosure whether you consent or not and neither we nor any Analysis Legal Person will be responsible for any loss (including additional tax, interest or penalties) which may arise by reason of our having done so.

25 Publicity

25.1 Where we have advised on a transaction (and subject to our duty of confidentiality) we may inform legal and trade journals about the transaction which we have completed, and may also use details of the transaction for our own marketing. Please let us know if you do not wish us to do so in any particular case.

25.2 If it is proposed that any public announcement be made by you or others in respect of a transaction upon which we have acted for you, we would generally be pleased to permit reference to Analysis Legal LLP and its role, subject to our prior approval of the text.

claims) shall be subject to the exclusive jurisdiction of the English courts.

ToBs version 24 May 2018

26 **Equality and diversity**

Analysis Legal LLP has formal procedures in place to ensure equal opportunities. We are committed to treating all prospective and existing partners, employees, clients and third parties equally and without regard to gender, marital status, ethnic origin, age, disability, sexual orientation or religious belief. Our Equality and Diversity Policy is available on request.

27 **Severability**

If at any time any provision of these Terms of Business or any engagement letter is or becomes illegal, invalid or unenforceable in any respect under the law of any jurisdiction, that shall not affect or impair the legality, validity or enforceability in that jurisdiction of any other provision of these Terms of Business or any engagement letter, or the legality, validity or enforceability under the law of any other jurisdiction of that or any other provision of these Terms of Business or any engagement letter.

28 **Entire agreement**

These Terms of Business and the terms of any engagement letter (together with any other terms agreed in writing between you and us in connection with our engagement) constitute the entire agreement and understanding between you and us in relation to our engagement and supersede all previous negotiations, agreements and commitments with respect to that engagement.

29 **Rights and remedies**

29.1 The rights and remedies available to us by virtue of these Terms of Business are without prejudice to any other rights or remedies available to us.

29.2 Any failure by us to exercise or delay by us in exercising a right or remedy provided by these Terms of Business or by law does not constitute a waiver of the right or remedy, or a waiver of other rights or remedies.

30 **Law and jurisdiction**

30.1 The contract between you and us in respect of our engagement, and any non-contractual obligations arising out of or in connection with such engagement, shall be governed by and construed in accordance with English law.

30.2 You acknowledge and agree that we may bring a claim against you in respect of the subject matter of such contract in any jurisdiction in which you or your assets are located.

30.3 Save as set out in Clause 30.2, and unless otherwise stated in the engagement letter, we and you agree that any dispute or claim arising out of or in connection with such contract or its subject-matter or formation (including non-contractual disputes or