

TERMS AND CONDITIONS OF BUSINESS

1. Client Care and Quality Assurance

- 1.1 These terms and conditions set out the terms on which we will act for you and are provided to comply with the quality standards recommended by the Solicitors Regulation Authority and as part of this firm's commitment to clarity of fees and quality of service. These terms do not affect the statutory and common law rules governing solicitors' business although if there is a conflict these terms take precedence so far as permitted.
- 1.2 In these terms "we" and "us" means the firm of Sinclair Gibson LLP whose address is 3 Lincoln's Inn Fields, London, WC2A 3AA. A list of members of the LLP and their professional qualifications is available for inspection at that address.

2. Solicitors' Code of Conduct

- 2.1 We are authorised and regulated by the Solicitors Regulation Authority, and our registration number is 658891. The rules imposed by the Solicitors Regulations Authority can be accessed at <http://www.sra.org.uk/solicitors/code-of-conduct>.

3. Instructions

- 3.1 You should give, or confirm, your initial instructions to us in writing. You should give us all relevant information and tell us as soon as possible of any changes to your instructions or circumstances so that we can represent your interests as effectively as possible. If you instruct us to act for a company or organisation, we will assume that you have authority to do this, unless we are told otherwise. If you instruct us to act for clients jointly (for example, the executors of an estate, trustees or joint owners of a property) we will assume that you have authority to do this, unless we are told otherwise. If we receive instructions from you, we will deal directly with you. Our advice relates to the specific circumstances in which you are instructing us. You must not rely on it in different circumstances.

4. Client due diligence

- 4.1 The law requires solicitors to get satisfactory evidence of the identity of their clients and sometimes people related to them. This is because solicitors who deal with money and property on behalf of their client can be used by criminals wanting to launder money.
- 4.2 To comply with the law, we need to get evidence of your identity as soon as possible. Our practice is to run an on-line check to verify your name, address and date of birth. If this is not successful, we may ask for further information to enable us to conduct another on-line check or we may ask you to produce paper documentation of your identity such as a certified copy of your passport or driving licence and a utility bill or other official document dated within the last three months which includes details of your address.
- 4.3 If you cannot provide us with the specific identification requested, please contact us as soon as possible to discuss other ways to verify your identity.
- 4.4 Where enhanced due diligence is required, we reserve the right to charge time spent obtaining this information at the matter partner's discretion. The fee for this will be capped at £1,000 plus VAT. If you have any queries or concerns about this, please raise them either with your contact partner or with the firm's Monday Laundering Reporting Officer (MLRO), Henry Hickman (henry.hickman@sinclairgibson.com).

5. People responsible for your work

- 5.1 We will inform you who in the firm is responsible for co-ordinating the work that we do for you and for reviewing our service, if applicable. If appropriate, he or she may delegate work to others in the firm. They will discuss major changes in staff with you beforehand. Delegating work effectively makes sure that

people with the right level of expertise and experience do the work as economically as possible. We will keep your case under proper review and will update you regularly on its progress, as well as keeping you in close touch with the fees that have been incurred.

- 5.2 Unless you instruct us not to, we may use e-mails to contact you or anyone involved in your matter. We cannot guarantee the security of e-mails, or when they will arrive. We are not responsible for any loss or damage caused by e-mails arriving late, or loss or damage caused by e-mail security being broken. Although we are careful to make sure that our computer systems are free from viruses, we are not responsible for any loss or damage to you or your computer systems which is caused by electronic communication with us.

6. Fees and expenses

- 6.1 The level of our fees will depend largely on how much time we spend dealing with your case. We record time in units of five minutes. The charge-out rates of legal staff depend on their experience and seniority and will be reviewed from time to time. We will give you details of the rates of those working for you when you first instruct us. Our fees will take account of the rates in force when we carry out the work. Our fees may also take into account the factors set out in the Solicitors' (Non-Contentious Business) Remuneration Order 2009. These include how complicated the matter is, the level of responsibility involved, the value of the transaction and the importance of the work. We do not normally charge separately for stationery, post, most phone calls or faxes. We will charge you for large amounts of photocopying, courier fees and long overseas phone calls. We will class these as recharges. Value Added Tax (VAT) is charged, as appropriate, on our fees and on taxable disbursements. The VAT registration number of Sinclair Gibson LLP is 315 4055 33.

7. Estimates and quotations

- 7.1 When you instruct us, upon request and in matters where it is possible and appropriate to do so, we will tell you the likely level of our fees. A fee estimate is an indication, made solely on the basis of information we have available to us at the time the estimate is provided, of our likely fees for carrying out the work concerned. An estimate may be revised and it is not a commitment by us to carry out the work for that estimated fee. It is possible that there may be unexpected developments in your case which will lead to the costs being increased.
- 7.2 If you ask for a fixed quotation, we will try to provide one, but it may not be possible to predict the amount of time we will need to deal with a matter. You may set an upper limit on costs. We will not do any work that will take our fees over this limit without your permission. If we provide a fixed quotation, this will only apply to the work we agree, in writing, at the time. If you then ask us to do extra work, we will charge you for the extra work.

8. Bills

- 8.1 We will issue bills at regular intervals throughout the course, and at the end, of our engagement ("interim bills" and "final bills" respectively). We will tell you how often we will issue interim bills. This will usually be between every one and three months. We may in addition issue a bill where a natural break arises in the matter in which we have been engaged, such as upon the conclusion of a distinct item of work or, where proceedings have been issued, at the conclusion of a distinct part of those proceedings.
- 8.2 An interim bill is to be treated as an interim statute bill unless it says upon its face that it is a "request for a payment on account of costs incurred." The terms "bill" and "invoice" are often used interchangeably, but an invoice/bill raised by this firm will only be a "statute bill" if it complies with the express requirements of s69 of the Solicitors Act 1974 (ie, signed and delivered to the person charged with the bill) and the implied

requirements of reasonable completeness and sufficiency of narrative.

8.3 Each interim statute bill will be a final bill for the period specified on the bill. A bill issued upon the occurrence of a natural break will also be a statute bill and will be a final bill for the period of time covered, unless it states upon its face that it is a request for payment on account of costs incurred.

8.4 We will deliver bills to you by post or by e-mail. Where we deliver bills to you by e-mail, we will deliver them to the e-mail address to which the letter enclosing these terms of business has been sent. Unless you instruct us otherwise in writing, by accepting these terms and conditions (see below, 'Accepting these terms') you are consenting to bills being delivered to you electronically.

8.5 Subject to a written agreement to the contrary:

8.5.1 Our bills will be primarily payable by you, irrespective of whether or not you have an agreement or arrangement with a third party in respect of liability, in whole or in part; or

8.5.2 If we have been engaged by you on a joint basis with you on another person or persons, liability for our bill is joint and several.

8.6 Where we have issued you with a statute bill you have the right to apply to the Court for an assessment of the bill under Part III section 70 of the Solicitors' Act 1974. If you make an application under the Solicitor's Act 1974 within one month of delivery of our bill, the Court will order the bill to be assessed but if you make the application after this deadline the Court may or may not order the bill to be assessed and in this circumstance, we advise you to seek specialist advice. A bill is delivered to you:

8.6.1 if electronically, the same day it is sent if sent before 5 pm on a working day, or if sent after 5 pm on a non-business day will be delivered the next working day.

8.6.2 if sent by first class post or equivalent the second business day after posting.

8.6.3 if handed to you in person, the date on which it is handed to you.

8.7 You are also entitled to object to a bill whether it is a statute bill or a request for payment on account of prospective costs by making a complaint to us but if doing so in relation to a statute bill you should bear in mind the time limits that apply to assessments under the Solicitor's Act 1974. If for any reason at the conclusion of the firm's complaints process you are not satisfied with the outcome then you can involve the Legal Ombudsman as we explain in more detail below under the heading of Service delivery issues.

9. Payment terms

9.1 You must pay our bills immediately upon their delivery to you. If you have still not paid a bill 30 days after delivery, we may charge interest at the rate that applies to judgment debts or 2% above the base rate of our bankers, Messrs C Hoare & Co, whichever is the lower, from the date when we delivered the bill until you pay it in full. The settlement of our fees is a pre-requisite to further work being carried out by us.

9.2 When we are holding funds on your behalf in our client account (as to which, see the provisions as to "Payments to client account" below), whether arising out of the engagement to which the letter enclosing these terms and conditions relates or to any other matter, unless those funds have been provided to us for another specific purpose such as in respect of an undertaking or third party liability, you authorise us to deduct the amount of our bills from the funds in client account, in accordance with rule 4.3 of the SRA Rules 2019.

9.3 In circumstances where a third party is responsible for our fees; for example, under the terms of a contract or settlement agreement, you are liable to pay our fees if they are not paid promptly by the third party.

10. Service delivery issues

10.1 We aim to maintain the highest possible standards of professional skill and service. If you are not happy with any aspect of our work or have a complaint about a bill received from us, we would like to know as soon as possible, and you should initially contact the member of the LLP who is responsible for looking after your work. We will try to deal with any problem quickly and have an internal complaints procedure to help us deal with the problem between ourselves, a copy of which is available to you at any time on request. If, for any reason, at the conclusion of the firm's complaints process you are not satisfied with the outcome then you can involve the Legal Ombudsman, who can be contacted at enquiries@legalombudsman.org.uk or by telephone on 0300 555 0333. The Legal Ombudsman's address is Po Box 6167, Slough, SL1 0EH. There are time constraints within which you can involve the Legal Ombudsman. You must raise a complaint with us or the Legal Ombudsman within one year of when you realised there was a concern. You should give us a minimum of at least eight weeks' opportunity to resolve your complaint before you raise the matter with the Legal Ombudsman. In any event, you should refer your complaint to the Legal Ombudsman no later than six months after your last contact with us.

10.2 You may also be entitled to apply to have our charges reviewed by the Court, whether they are for contentious or non-contentious work. This procedure is known as assessment by the Court and is referred to at sub-paragraphs 8.6 & 8.7 above. The rules are set out in sections 70 – 72 of the Solicitors' Act 1974. Except in exceptional circumstances, the Court will not allow a bill to be assessed more than 12 months after delivery.

10.3 Our Complaints Handling Procedure, which includes further details, can be obtained from our Complaints Handling Member at lucy.gibson@sinclairgibson.com.

10.4 Alternative complaints/dispute resolution bodies do also exist (which as Ombudsman Services, ProMediate and Small Claims Mediation) which are competent to deal with complaints about legal services if we both agree to use such a scheme.

11. Responsibility for other lawyers working with us

11.1 If we instruct other lawyers in the UK or elsewhere to act for you, we will choose them carefully, but we cannot be responsible for their work unless we have agreed otherwise. We will usually charge the fees of counsel and correspondent lawyers as disbursements.

12. Advice on tax

12.1 We will only advise you about the taxation aspects of any proposed course of action where we are specifically requested to do so.

13. Ending your instructions and paying for work

13.1 If you instruct us on a matter, we will assume that you want us to complete it. You may end your instructions at any time.

13.2 We may stop acting for you at any point if there is a good reason for us to do so. Such reasons include but are not limited to: the identification of a conflict of interest; failure to pay our bills or monies on account as agreed; failure to disclose material information or documentation; failure to give timely or reasonable instructions; giving improper instructions; inappropriate behaviour towards our members of staff

13.3 If we stop acting for you, or if we cannot complete the matter, we will charge for all of the work we have done. We will

charge extra fees and disbursements for transferring the matter to another adviser if appropriate. We will keep your papers until you have paid all fees and disbursements.

14. **Payments to client account; payments on account of prospective costs and undertakings**

- 14.1 If you instruct us on a litigation or family law matter, we will ask you for a payment on account of prospective costs, which will include our own costs and may include anticipated third party costs such as barristers' fees. This means that you make a payment to us to cover those costs, but the payment remains your money until we issue a bill. We may also ask you for a payment on account of prospective costs in other matters. We will not pay interest on payments on account.
- 14.2 If we instruct a third party on your behalf, whether verbally or in writing, you are liable for these costs.
- 14.3 It may be necessary for us to ask for additional monies on account of giving an undertaking to a third party on your behalf. By giving us money for an undertaking you give your irrevocable authority for us to give the undertaking and pay all monies secured by the undertaking. This means that once the other party has incurred costs in reliance on the undertaking, you are not entitled to receive this money back. Subject to a written agreement to the contrary, we will not pay interest on monies held on account of undertakings.
- 14.4 We are entitled to refuse to complete the transaction or incur a third-party liability until payment of all monies requested on account of the prospective costs has been made.
- 14.5 Any money received on your behalf will be held in our client account. Interest will be calculated and paid to you at the rate set by the firm's interest policy which is based on the rate set by C Hoare & Co or such other major bank with whom we may bank from time to time. That of course may change. The period for which interest will be paid normally runs from the date when cleared funds are received by us until the date of payment to you or any third party. The payment of interest to you is subject to a minimum limit of £500 per annum.
- 14.6 Our policy is not to accept cash from clients. If notwithstanding this policy you deposit cash directly with our bank, we may decide to charge you for any additional checks we consider are necessary to prove the source of the funds. Where we pay money to you, it will be paid by cheque or bank transfer. It will not be paid in cash or to a third party.
- 14.7 You should be aware that cyber fraud poses a significant risk, particularly affecting e-mail accounts and bank account details. Our bank account details appear on the face of our bills. Please note that our bank account details will not change during the course of any payment which we are instructed to receive or make on your behalf, and we will not notify you of any change in our bank account details in the body of an e-mail. Bank account details will always appear in a PDF attachment. Please be careful to check bank details with us in person or over the telephone should you have any doubt. If you provide bank details to us by email for the purposes of making a payment to a third party you will verify with that third party in person or over the telephone that the bank details that you are providing to us are correct. Whilst you are primarily liable for ensuring that the information that you provide to us is accurate, you agree that you will, if requested to do so by us, provide us with the telephone numbers of third parties to whom the funds are sent.

15. **Litigation**

- 15.1 If you have engaged us on a matter which is or is likely to become contentious, you are under a duty to preserve anything in which information of any kind is recorded that might be relevant to that matter. This includes documents and copy documents held both physically and electronically such as on computers, tablets, mobile phones and cloud based servers. You should preserve all such documents, including those which would otherwise be deleted in

accordance with a document retention policy or otherwise in the course of business. Where relevant documents are held by third parties, you should inform those third parties to preserve those documents.

- 15.2 If you lose your case, the court is likely to order you to pay the other side's costs. Even if you win and the court orders the other side to pay your costs, you are unlikely to receive the full amount. You are more likely to receive around 60% or 70% of your costs. Whatever the court orders, you are responsible for paying our bills.

16. **Funding**

- 16.1 We do not provide services which are funded by legal aid.
- 16.2 If you have existing insurance policies which cover all or part of your legal costs, or if you buy legal fees insurance, you will still be responsible for paying our bills, whatever your arrangements with the insurer. You are advised to check as soon as possible to ascertain whether you have any insurance policies which may cover all or part of your legal costs. If so, you should notify the insurer immediately as they will need to confirm cover before accepting liability for your legal costs and any delay in notification may allow the insurer to refuse to accept the claim.

17. **Confidentiality**

- 17.1 We will keep confidential information about you confidential. However, the following conditions apply:
 - 17.1.1 There is no confidentiality between joint clients.
 - 17.1.2 Unless you tell us otherwise, we will assume that we are authorised to reveal information about you to other advisers whom you have instructed on related matters.
 - 17.1.3 We have a statutory duty, which overrides our duty of client confidentiality, to check and confirm the identity of new clients and to report to the relevant authorities any knowledge or suspicion of money laundering relating to drugs offences or terrorism, and if we make such a disclosure we may not be able to tell you that a disclosure has been made. Also, we may have to stop working on your matters for a period of time and may not be able to tell you why.
 - 17.1.4 Under the Criminal Justice Act 1993, we may report you to the relevant authorities if we know or suspect you of money laundering relating to other serious crime. This is a statutory duty that overrides our duty of client confidentiality.
 - 17.1.5 In order to comply with the SRA Accounts Rules 2019, we will be subject to checks by our accountants. This could mean that your file is selected for checking, in which case we would need your consent for inspection to occur. All inspections are, of course, conducted in confidence. If you prefer to withhold consent, work on your file will not be affected in any way. Since very few of our clients do object to this, we propose to assume we do have your consent unless you notify us to the contrary. We will also assume, unless you indicate otherwise, that consent on this occasion will extend to all future matters which we conduct on your behalf. Please contact us if you require further explanation or if you would like us to mark your file as not to be inspected.

18. **Limitation of Liabilities**

- 18.1 This firm maintains professional indemnity insurance in accordance with the rules of the Solicitors Regulation Authority.

- 18.2 Our maximum liability for loss or damage for a breach of your instructions, breach of contract, breach of trust negligence or otherwise (other than for fraud) is £5 million for any one transaction/matter or series of connected transactions, unless we notify you expressly of a different level of liability in our letter of engagement sending out these terms of business.
- 18.3 Our compulsory layer of professional indemnity insurance is with Travelers Insurance Company Ltd, Bond and Specialty Claim, One Creechchurch Place, London EC3A 5AF, Tel: 020 3207 6000, e-mail: reportclaim@travelers.com. We will provide details of the cover on request.
- 19. Our use of Artificial Intelligence Systems**
- 19.1 We may use artificial intelligence systems to support the delivery of our services. Such systems may be used to assist our work, provided that outputs are fully reviewed and do not replace professional judgement or the bespoke legal advice we provide.
- 19.2 We take reasonable steps to ensure that any artificial intelligence system used is appropriate for legal services and that such use is governed by our internal policies to ensure that confidentiality and data security are maintained.
- 19.3 By instructing us you agree to our use of such artificial intelligence systems unless you notify us otherwise in writing.
- 19.4 Our liability to you is not increased as a result of any use of artificial intelligence systems and remains subject to the limitations set out in these terms.
- 19.5 For the purposes of this clause and clauses 20 to 25, "artificial intelligence system" includes any third-party or publicly available platform which processes data inputs to generate outputs, and which may store, reuse, train on or otherwise exploit such data.
- 20. Your use of Artificial Intelligence Systems**
- 20.1 You shall not, without our prior written consent, input, upload, submit or otherwise disclose to any artificial intelligence system (including, without limitation, generative AI tools, large language models, or similar technologies) any advice, opinions, work product or communications provided by us or confidential information belonging to us, whether in whole or in part. Please discuss with us whether it is appropriate for you to use artificial intelligence systems in relation to your matter before doing so.
- 20.2 You should exercise caution if using artificial intelligence systems in connection with your matter. In particular, you should not input or upload any confidential information, personal data, special category data or legally privileged information relating to your matter into any artificial intelligence system without first considering the associated risks, which may result in a loss of confidentiality and could prejudice legal privilege.
- 20.3 We accept no responsibility or liability for any loss, disclosure or waiver of privilege arising from your use of artificial intelligence systems.
- 21. Artificial Intelligence Systems – Confidentiality and Risk of Dissemination**
- 21.1 You acknowledge that the use of artificial intelligence systems may involve transmission of information to third-party providers, storage of information on external servers, and use of such information for third-party training, improvement, or dissemination purposes, and that such use may result in the loss of confidentiality and privilege.
- 21.2 You further acknowledge that any disclosure of our work product to artificial intelligence systems may waive legal professional privilege, breach duties of confidentiality and result in dissemination beyond your control.
- 22. Artificial Intelligence Systems – Intellectual Property Protection**
- 22.1 All intellectual property rights in our advice, documents and work product shall remain vested in us, unless otherwise agreed in writing.
- 22.2 You shall not use, exploit, reproduce or disseminate our work product through any artificial intelligence system in a manner which enables third-party access, contributes to model training or risks public or semi-public disclosure.
- 22.3 Any unauthorised use in breach of this clause shall constitute a material breach of these terms and constitute a good reason for us to stop acting for you.
- 23. Artificial Intelligence Systems – Indemnity**
- 23.1 You agree to indemnify and hold us harmless against any loss, damage, liability or expense arising from or in connection with your breach of clauses 20 and 22 and/or any disclosure of our work product to artificial intelligence systems.
- 24. Artificial Intelligence Systems – Remedies**
- 24.1 You acknowledge that damages alone may not be an adequate remedy for breach of clauses 20 and 22.
- 24.2 We shall be entitled to seek injunctive relief, specific performance, or other equitable remedies to prevent or restrain any breach.
- 25. Artificial Intelligence Systems – Permitted Use**
- 25.1 We may, at our discretion, approve limited use of artificial intelligence systems by you subject to written conditions, including safeguards to ensure no retention or training on our data, adequate confidentiality protections and compliance with applicable law and professional obligations.
- 26. Equality and Diversity**
- 26.1 We observe policies of equality and diversity in all our dealings with clients, third parties and employees. Please contact us if you would like a copy of our Equality and Diversity Policy.
- 27. Financial Services**
- 27.1 Sometimes our work involves investments. We are not authorised under the Financial Services and Markets Act or by the Financial Conduct Authority and so may refer you to someone who is authorised to provide any necessary advice. However, we can provide certain limited services in relation to investments, provided they are closely linked with the legal services we are providing to you as we are regulated by the Solicitors Regulation Authority.
- 27.2 Where we are instructed by you to acquire, dispose of, or collect in any investment asset, we do so solely on an "execution only" basis. You should seek independent investment advice before instructing us to do so.
- 27.3 A complaints procedure and redress mechanisms in respect of any work we undertake involving investments are provided by the Solicitors Regulation Authority.
- 28. Accepting these terms**
- 28.1 Our contract with you is governed by English law.
- 28.2 If you continue to instruct us after receiving these terms of business, you will have accepted the conditions set out above