



TERMS OF BUSINESS

I. PHP Law LLP

- 1.1 PHP Law LLP is a limited liability partnership registered in England and Wales under number OC429243 and is authorised and regulated by the Solicitors Regulation Authority. Full details on the applicable regulatory requirements can be found at <https://www.sra.org.uk/handbook>. Its registered office is at 51 North Hill, Plymouth, Devon, PL4 8HZ. A list of the members of PHP Law LLP may be inspected at its registered office and can be found on Companies House and at www.phplaw.co.uk.
- 1.2 All references in this document and in our Scope of Work to “we”, “our” and “us” are references to PHP Law LLP. We use the term “Partner” to refer to a member of PHP Law LLP, all of whom are consultants. No reference to a “Partner” is to imply that any person is carrying on business with others in partnership for the purposes of the Partnership Act 1890. Reference to “you” is to our client as identified in our scope of work, which are normally dispatched in writing at the outset of any matter.

2. General

- 2.1 We will provide legal and HR services upon the terms set out below.
- 2.2 The contract between you and us for the provision of any services by us shall comprise (a) the scope of work sent to you by us in relation to any specific matter together with any appendices or supplements or written variations thereto; and (b) these terms of business (together the “Contract”). In the event of any conflict between any scope of work and these terms of business, the scope of work shall prevail.
- 2.3 If we have commenced the provision of services (for example by gathering information, project planning or giving initial advice) prior to your receiving a scope of work or these terms of business, then notwithstanding that the Contract is made after the provision of such services, the Contract shall be deemed to apply retrospectively from the commencement of such services.

3. Responsibility for Work

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

4. Fees

- 4.1 Except to the extent otherwise specified in the scope of work, our fees are calculated by reference to the time spent by our partners on your matters. Details of current hourly rates are set out in our scope of work. These rates may be increased annually with effect from 1 May each

year and we will give you prior notice of any changes.

- 4.2 We reserve the right to recover any additional costs that may be incurred in file opening and undertaking anti-money laundering searched or other enquiries.
- 4.3 We may arrange for some of the work to be carried out by persons retained but not employed by PHP Law LLP. If so, the costs will be included within the agreed monthly fee.
- 4.4 We reserve the right to make additional charges for any non-routine disbursements or expenses incurred on your behalf. These include the cost of travelling, conference facilities, courier charges, banking and other non-routine items, which will normally be charged at cost.
- 4.5 We also reserve the right to make additional charges for carrying out on-line identity checks, photocopying, facsimile, postage, telephone and any other services we may provide, details of which will be set out in our scope or work.
- 4.6 VAT will be added (where applicable). Our VAT registration number is 334578286.

5. Payment Arrangements

- 5.1 Our invoices will normally be issued monthly unless a separate agreement is reached with you in writing.
- 5.2 Our invoices are payable on delivery.
- 5.3 All sums payable to us under these Terms of Business in respect of any outstanding invoice shall be paid together with all the expenses and costs on an indemnity basis, incurred in enforcing our right to payment.
- 5.4 You will, at all times, remain responsible for payment of your invoices when rendered even if you have a right of contribution or repayment from a third party.
- 5.5 If you instruct us jointly with someone else, you will be responsible for the full amount of our charges.
- 5.6 If you have legal fees insurance that may cover your legal costs for your matter, you should confirm this to us as soon as possible. You should also be aware that insurers rarely pay bills before completion of the case, and you will remain liable to pay our invoices when rendered during and at the end of the case, even if you have not yet been paid by your insurers.

6. Termination

- 6.1 You may terminate our appointment in writing at any time. We may terminate our appointment but only with good reason.
- 6.2 If our appointment comes to an end for any reason at any time, you will pay our charges, calculated where there is no other applicable basis by reference to time spent together with all expenses and disbursements incurred to date.

7. Distance Selling and Cancellation of Contracts

- 7.1 Under The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013, where you are an individual not acting for your trade, business, craft or profession and where this is deemed to be a distant contract, you may have the right to withdraw without

charge within 14 days of when the retainer is entered into. If you so cancel within that period, we will promptly reimburse you all payments received from you, unless you gave us your consent to start work within that period, in which case you will have to pay for the work up to the date of cancellation.

- 7.2 Under The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013, where you are an individual not acting for your trade, business, craft or profession and where we visit your home, your place of work or elsewhere off our premises for the purpose of you signing a retainer with us, we will be obliged to give you a written notice of your right to cancel your contract with us. If so, you will be entitled to cancel the contract within 14 days of receiving details of our scope of work, by serving upon us a cancellation notice. If you so cancel, we will promptly reimburse to you all payments received from you, except for sums due as a result of you requesting us to start work

8. Financial Services

- 8.1 We are not authorised by the Financial Conduct Authority in relation to insurance mediation activity.
- 8.2 Responsibility for Counsel and for Correspondent Lawyers and Experts
- 8.3 We are happy to assist you where we consider we are able to do so in the selection of lawyers in the UK or abroad, or experts to act on your behalf, but only on the basis that we will not be responsible for any act or omission of those lawyers and experts.

9. Conflicts of Interests

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

10. Confidentiality

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

11. Money Laundering

- 11.1 We are required under the Money Laundering, Terrorist Financing and Transfer of Funds (Information on Payer) Regulations 2017 to identify and verify the identity of our clients and,

in certain circumstances, other persons such as directors or beneficial owners, and to keep that information updated. You agree that we may make checks using online electronic verification systems or other databases as we may decide. We are also required under the Proceeds of Crime Act 2002 as amended and analogous legislation to report to official agencies any information which may come to our attention whilst dealing with a matter on your behalf which gives rise to money laundering or terrorist financing concerns. We may be prohibited from notifying you of any report we may have to make or from either confirming or denying that a report has been made. If we make a report to the National Crime Agency or analogous authority, we may be prohibited from continuing with your work while the authorities undertake their own investigations; and we may be ordered to stop your work altogether. In those circumstances, we will not be able to accept responsibility for any resulting loss or inconvenience.

- 11.2 You agree to reimburse us for any costs we reasonably incur in complying with any disclosure requirement referred to above.
- 11.3 We will not be liable for loss or damage arising out of any delays or failures caused by PHP Law's compliance with any statutory or regulatory requirements.

12. Data Protection

- 12.1 The storage and use of personal details that we hold about you, your officers, staff or other individuals that you represent (if any) is governed by the General Data Protection Regulation ((EU 2016/679)) (GDPR) (for so long as the GDPR is effective in the UK) and any new UK data protection legislation. By instructing us to provide services to you, we and our carefully chosen suppliers, advisers and subcontractors, will use these details solely to provide you with our services, to comply with our reporting and client verification obligations and to monitor, develop and improve our services including the IT systems used in relation to the provision of such services. Where you provide us with personal details about your officers, staff or other individuals that you represent, you confirm that you have obtained the appropriate consents or there is another lawful basis for you to share such personal data with us for the reasons set out above.
- 12.2 Where requested by you, we will provide you with publications or newsletters or details or any events which we believe may be of interest to you. If you or members of your staff do not wish to receive this information, please let us know and we will ensure they are removed from the distribution list.
- 12.3 You have a right of access under data protection legislation to the personal data that we hold about you.
- 12.4 We may carry out credit reference checks using online or other databases as we may decide. These agencies may keep a record of that search.
- 12.5 PHP Law LLP's Data Protection policy contains more details about how we process personal data and can be found at www.PHPLaw.co.uk.

13. Email and Fax

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

14. Scope of our Responsibility

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

15. Our Service Standards

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

16. Complaints

- 16.1 If you have a complaint or concerns about our work or an invoice, please raise them in the first instance with the person dealing with your matter. If that does not resolve the problem to your satisfaction, or you would prefer not to speak to the person dealing with your matter, then please contact the partner with overall supervision of your matter.

17. Liability

- 17.1 In this section, references to:
 - 17.1.1 A “Claim” includes claims, actions and proceedings of any nature, whether in contract, tort (including negligence) and/or otherwise;
 - 17.1.2 “Loss” includes damages, costs, interest and loss (whether direct, indirect or consequential) incurred by or otherwise affecting you or any third party and whether arising under contract, tort or otherwise.
- 17.2 Your relationship is solely with PHP Law LLP, and PHP Law LLP has sole legal liability for the

work done for you and any act or omission in the course of that work. No representative, member, officer, employee, agent or consultant of PHP Law LLP will have any personal liability for any Loss or Claim in respect of that work. In particular, the fact that an individual member, representative, employee, officer, agent or consultant signs in his or her own name any letter, email or other document in the course of carrying out that work does not mean he or she is assuming any personal legal liability.

- 17.3 You agree that you will not bring any Claim against any representative, member, officer, agent, employee or consultant of PHP Law LLP in respect of or in connection with services provided to you under the Contract or otherwise. In this regard, each and every representative, member, officer, agent, employee or consultant shall be entitled to the benefit of these provisions under the Contracts (Rights of Third Parties) Act 1999.
- 17.4 The limitations and exclusions referred to in this section will not apply to our liability for fraud, or death or personal injury caused by our negligence, or for any other liability which cannot be lawfully excluded.
- 17.5 The limitations in these terms of business will apply notwithstanding an express or implied term of business or any collateral agreement or warranty, whether express or implied.
- 17.6 Various searches carried out by us are carried out online using recognised providers. We accept no responsibility or liability arising from reliance upon the results of such searches, if they should subsequently be found to be inaccurate or incomplete.
- 17.7 You agree that our liability for Loss is excluded (and we will not accept any liability for Loss) in relation to any single matter or any group of connected matters which may be aggregated by our insurers in excess of either: the amount specified in the scope or work or, if no such amount is specified, the minimum amount of professional indemnity insurance cover is currently £3,000,000.
- 17.8 These limits are considered by us and by you to be reasonable taking into account the level of our fees and the nature of the work to be carried out and the cost and availability of professional indemnity insurance and its long-term sustainability.
- 17.9 Subject to the minimum amount of professional indemnity set out above, the total liability of PHP Law LLP and its representatives, members, officers, agents, employees or consultants in respect of each and every Claim will not in any circumstances exceed the level of professional indemnity insurance which we hold applicable to the relevant Claim.
- 17.10 We may agree with you in writing to a lower level of liability and in that event our liability will not exceed whatever lower level we have agreed with you.
- 17.11 Subject to the foregoing any liability which we may have to you under or in connection with our appointment for any Loss shall (so far as permitted by law) be limited to such an amount as is finally determined to be just and equitable, having regard to the extent of respective responsibility for such Loss as between you (including your directors, officers, partners, agents or employees), us and any person other than us who is jointly and/or severally liable to you for all or part of the same Claim or Loss.
- 17.12 We will not be liable to you for any delay or failure in providing services, where that delay or failure is caused by circumstances beyond our reasonable control.
- 17.13 We will not be liable for any loss, damage or excess arising out of or in connection with any fraudulent representation made by a third party (other than our sub-contractors) including,

- 17.14 without limitation, any fraudulent representation relating to property value, ownership or identity or a party to a transaction unless caused by our negligence.

18. Files, Deeds and Key Dates

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

19. Third Parties

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

20. Foreign Account Tax Compliance Act

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

21. Equality and Diversity

- 21.1 We are committed to promoting equality and diversity in all our dealings with clients, third parties and employees.

22. Law and Jurisdiction

- 22.1 If any provision of this document is found by a court or other competent authority to be void

or unenforceable, then that provision shall be deemed to be deleted from this document and the remaining provisions of this document shall continue to apply.

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

Last updated: July 2020.