

**WEDLAKE BELL LLP  
STANDARD TERMS OF BUSINESS  
EFFECTIVE 31 MARCH 2023**

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Wedlake Bell LLP is a limited liability partnership incorporated in England and Wales with registered number OC351980. Wedlake Bell LLP is authorised and regulated by the Solicitors Regulation Authority under number 533172. Its registered office and principal place of business is at 71 Queen Victoria Street, London EC4V 4AY. A list of members may be inspected at this address. The term 'Partner' is used to refer to a member of Wedlake Bell LLP

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## STANDARD TERMS OF BUSINESS

Effective 31 March 2023

### 1. INTRODUCTION

- 1.1 The legally-binding contract ("**Contract**") for the provision of professional services by us to you ("**Services**") is set out in these Standard Terms of Business ("**Terms**") and in any engagement letter ("**Engagement Letter**") that we send to you confirming your instructions in general or on any particular case. In the event of any conflict between the Terms and the Engagement Letter the latter will prevail.
- 1.2 The Contract is between you and Wedlake Bell LLP alone. For the avoidance of doubt, there is no contract between you and any partner, employee, consultant or agent of Wedlake Bell LLP. Any advice given to you by a partner, employee, consultant or agent of Wedlake Bell LLP as part of any Service is given by that person on behalf of Wedlake Bell LLP and not in his/her individual capacity.
- 1.3 The use in the Contract of the word "**partner**", which means a partner of Wedlake Bell LLP unless otherwise indicated, refers to a member of Wedlake Bell LLP, or to an employee of or consultant to Wedlake Bell LLP with equivalent status.
- 1.4 Unless otherwise indicated, references in the Contract:-
- 1.4.1 to "**we**", "**us**" or "**our**" are to Wedlake Bell LLP and to any successor or assignee thereof;
  - 1.4.2 to "**you**" are to the person (including any company, corporation, partnership or other incorporated or unincorporated body) to whom any Service is supplied, and to any successor or permitted assignee thereof;
  - 1.4.3 to "**the Code**" are to the Code of Conduct for Firms 2019 issued by the Solicitors Regulation Authority ("**SRA**") (by whom we are authorised and regulated under registration number 533172), a copy of which can be accessed on the SRA's website at [www.sra.org.uk](http://www.sra.org.uk);
  - 1.4.4 to "**costs**" are to our fees, disbursements and/or expenses; and
  - 1.4.5 to any words following the terms "**including**", "**include**", "**in particular**", "**for example**" or any similar expression shall be construed as illustrative only; and
  - 1.4.6 to any legislation, rule or code are references to that legislation, rule or code as replaced or amended from time to time.
- 1.5 No amendment to any provision of the Contract will be effective unless it is agreed in writing between us.
- 1.6 The Terms supersede any earlier terms of business or terms of engagement that may have been provided to you by Wedlake Bell LLP or by Cumberland Ellis LLP or by Moon Beaver LLP or by any of their respective predecessors.

## 2. SCOPE OF THE SERVICES

Unless agreed otherwise between us in writing:-

- 2.1 our advice to you will relate only to the law and legal procedures that operate in England;
- 2.2 the Services will not include advice on the tax or accounting implications of any transaction or course of action, or on tax and accounting-related issues generally;
- 2.3 the Services will not include verifying the identity or substance of any other party to a transaction, monitoring or reminding you of any warranty or other notice period, or advising you on the commercial implications of any transaction or matter with which you are involved;
- 2.4 we will not be obliged to provide, and accept no Liability for, any advice or work beyond the scope of the Services or in relation to factors of which we were not made aware by you;
- 2.5 we will not be obliged to provide any Service that in our opinion may result in our being required to act in a manner that is or may be unlawful, improper or unethical, or may otherwise give rise to unacceptable professional risk to us, or may be inconsistent with maintaining a proper working relationship; and
- 2.6 whilst we will endeavour to meet any deadline that we agree with you for the performance of any Service, time shall not be of the essence of the Contract.

## 3. OUR GENERAL PROFESSIONAL OBLIGATIONS

- 3.1 Subject to the terms of the Contract, we will provide the Services to you with reasonable skill and care and in a timely manner.
- 3.2 The partner named in any Engagement Letter as the "**Client Partner**" will be the partner exclusively responsible for the supervision of the client relationship between us and you.
- 3.3 The partner named in any Engagement Letter as the "**Matter Partner**" will be the partner primarily responsible for the provision of the Services. That partner has complete discretion to deploy such of our lawyers, trade mark attorneys, trainees, paralegals or other staff as he or she considers necessary or desirable to ensure the appropriate provision of the Services.

## 4. CONFLICTS

- 4.1 We operate systems intended to prevent our acting in a context where there is a conflict of interest (or a significant risk of one), within the meaning of the Code, between us and a current client or (subject to the applicable exceptions in the Code) between two or more current clients. If you become aware of such a conflict you will notify us as soon as possible. In the event of such a conflict it will be our responsibility to decide on the appropriate course of action within the parameters of the Code.
- 4.2 We reserve the right to act, during and after the term of any Contract, for other clients whose interests may be commercially adverse to yours.

## 5. YOUR RESPONSIBILITIES

- 5.1 In order to enable us to provide the Services and/or to comply with any applicable legal or regulatory obligations, you will provide us with clear, timely, up-to-date, comprehensive and accurate instructions and information (including all relevant documentation in your possession)

relating to the Services, you will notify us promptly of any material change to such instructions or information, and you will answer our queries or requests for further instructions or information within an appropriate or reasonable time. We will be entitled to rely on them without further verification unless expressly agreed otherwise between us in writing.

5.2 In the absence of any written agreement between us to the contrary, we shall be entitled:-

5.2.1 to treat the person(s) instructing us as being fully authorised by you to do so, including in respect of accepting the Terms and any Engagement Letter, and

5.2.2 to assume that we may act on instructions given orally in the absence of written instructions from you; and

5.2.3 to sign trade mark registry documentation on your behalf.

5.3 You will tell us as soon as possible if matters are or become urgent and/or require action by a specific time.

5.4 Where you have been requested by us in any Engagement Letter or otherwise to give your instructions to the Matter Partner or any other partner or member of our staff, you will give your instructions to that person, and (wherever possible) you will confirm the same in writing.

5.5 When we act for you in relation to any purchase, you will be responsible for ensuring that, where appropriate, we receive the full amount necessary to complete it in cleared funds no later than the day immediately preceding the date of the scheduled completion; and we accept no Liability for Losses incurred as a result of banking delays or difficulties.

## **6. OUR CHARGING STRUCTURE**

6.1 Our fees for providing the Services will be calculated taking into account the nature and extent of the Services, and the overall circumstances. Unless we have agreed to charge fees based on the value element related to the matter or transaction, the primary element in calculating our fees is normally the time spent by fee earners in providing the Services to you (including anything that we are required to do under any applicable law or regulation, and including time incurred in reviewing files transferred to us on your behalf by other professionals), which is recorded in units of six minutes. The standard hourly rates of our fee earners vary depending upon their seniority and experience, and the rates of those fee earners engaged in providing any Services will be notified to you. These rates may be reviewed by us annually or at other periodic intervals. Without prejudice to the generality of the foregoing, we reserve the right, without notice, to increase our fees from 1 April each year, either by 5% (five per centum) or in line with UK inflation (whichever is the greater).

6.2 In addition to time costs, we are entitled to reflect in our fees additional factors, such as the novelty or complexity of the matter, the skill, expertise, responsibility and knowledge demanded, the urgency or speed of action required, the amount or value of any money or property involved, unsocial hours worked by fee earners and other personnel, the place in which the business is transacted, and the overall value or importance of the work to you.

6.3 To the extent that our fees are based on the time spent by us on a matter we shall, at your request, provide you with a written breakdown thereof.

- 6.4 You may agree with us an upper limit for the costs that may be incurred by us without further authority in a particular case, and we shall endeavour to notify you in advance if that limit is being approached.
- 6.5 Unless specifically agreed between us in writing, no estimate that we give to you of our costs shall be construed as a binding quotation or as setting any upper limit on them. No costs estimate or quotation that we give to you shall have effect unless it is provided in writing.
- 6.6 Where any of our costs 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 that will, after any deduction or withholding has been made, leave us with the same amount that we would have received in the absence of any such deduction or withholding.
- 6.7 Whether or not any matter to which any Service relates proceeds to completion, and irrespective of its outcome, we will be entitled to charge you for the work done and disbursements and expenses incurred by us, and also for such further costs that we may unavoidably be required to incur.
- 6.8 We shall inform you of any financial or other interest that an introducer has in referring you to us, and of any fee-sharing arrangement to which we are a party that is relevant to the Contract.
- 6.9 For the information that we are required by the SRA Transparency Rules 2018 to publish online, see [www.wedlakebell.com/regulatory-pricing-information](http://www.wedlakebell.com/regulatory-pricing-information).

## **7. DISBURSEMENTS AND OTHER EXPENSES**

- 7.1 We may on your behalf incur and, in some circumstances, pay certain disbursements (such as search fees, stamp duty, trade mark registry fees, overseas lawyers' and trade mark attorneys' fees, court fees, barristers' fees, courier fees, HM Land Registry fees, and electronic money transfer fees charged to us by financial institutions). You will have to pay those disbursements or reimburse us for them, and we reserve the right to require payment for them before we incur the liability to pay them. We will, where requested, notify to you in advance (or estimate) any such disbursements which are to be incurred.
- 7.2 In addition to our fees and disbursements, we may charge you for some of the firm's own expenses incurred while acting for you. These may include (for example) the expenses of photocopying and binding, special deliveries, fax and telephone, travel and administration fees for arranging electronic money transfer.
- 7.3 We are entitled to recover from you any bank and other charges for the transfer or receipt of money and for the conversion of currency (including exchange rate losses) that we incur on your behalf in providing any Service.

## **8. VAT**

- 8.1 Our hourly charge rates and costs (and any estimates or quotations in respect of any of the foregoing) are exclusive of value added tax ("**VAT**") which (where chargeable under current legislation) will therefore be added to our invoices.
- 8.2 If any of our invoices is not payable by you as our client but by a third party, you will still be liable for any VAT in respect of our charges.

8.3 You will indemnify us fully on demand, both during and after the term of the Contract, against all Losses that may at any time be incurred by us as a direct or indirect result of any incorrect information about your VAT status that you have provided to us.

8.4 Our VAT registration number is GB 9748926 52.

## **9. PAYMENT ON ACCOUNT AND SUMS RECEIVED ON YOUR BEHALF**

9.1 We may at any time require you to pay to us reasonable sums on account of anticipated costs and/or VAT, in which case we will not be obliged to start (or, as the case may be, continue) work until we receive such sums. We shall be entitled to transfer any such sum to our general office account after we have notified you of them. Unless otherwise agreed in writing between you and us, we shall apply any such sum towards our final invoice, which means that all of our interim invoices need to be paid in full.

9.2 If the amounts that we have invoiced to you at the end of any matter are less than the sums that we are holding on account for you, we shall refund the balance to you; if they are more, you will pay the balance in accordance with the Contract. Without prejudice to the generality of the foregoing, where such balance is less than £100 we shall, unless you have requested otherwise in writing at the time of instruction, assess any administrative cost involved in returning it to you and, where appropriate, pay it to a charity.

9.3 Any money received by us on your behalf will be credited to our client account, separate from our own money, and available to you on call. We are obliged by the SRA Accounts Rules 2019 to pay interest on that money at a fair and reasonable rate, and to put in place an Interest Policy that sets out the guidelines for when interest will be paid. Our Interest Policy can be viewed at <https://wedlakebell.com/about-us/policies/>, and we summarise it below:-

9.3.1 We align our interest rates on monies held in general client account to the rates available from our principal bankers, which rates are likely to change from time to time.

9.3.2 We will calculate interest from the time that the incoming funds are cleared until the conclusion of the specific instruction that relates to them.

9.3.3 (Subject to paragraph 9.3.4) interest will not be paid if the amount calculated for a particular quarter is less than the *de minimis* level set out in our Interest Policy, which may change from time to time.

9.3.4 If we have agreed with you to hold your money in a separate Client Designated Deposit Account on your behalf, we will account to you for all of the interest earned on that account.

9.4 Unless otherwise stated by us, no request by us for a payment by you on account will constitute an estimate or fixing of any costs; our total costs in a matter may be greater than any payment(s) on account.

9.5 Any money received by us on your behalf will be deposited with such banks as we may from time to time select in accordance with the SRA Accounts Rules 2019. We have no immediate control over these monies whilst they are held on deposit, and in the unlikely event of the failure of a bank that holds client monies we will incur no Liability to you if any such monies are lost. You may in these circumstances be entitled to compensation up to a maximum of (currently) £85,000 in total including any other personal monies held in the same deposit-taking institution as our client account under the Financial Services Compensation Scheme ("**FSCS**"). In the event that you are

entitled to compensation you consent to our disclosure to the FSCS of your details. Please be aware that some deposit-taking institutions have several brands, i.e. where the same institution is trading under different names: if you require more information on this point, you should check with the institution, the Financial Conduct Authority ("**FCA**") or your financial adviser.

- 9.6 We will account to you for any financial benefits (such as commissions, discounts or rebates) that are received by us on your behalf.

## **10. INVOICING ARRANGEMENTS**

- 10.1 Unless otherwise agreed between us in writing, we reserve the right prior to completion of any matter to which any Services relate (and regardless of the outcome of that matter) to render interim invoices at monthly or other periodic intervals that we regard as appropriate in the circumstances, and/or when we incur or agree to pay disbursements on your behalf, and/or at the end of our financial year.
- 10.2 Each invoice will contain or be accompanied by an outline of the Services to which it relates; if any greater detail thereof is required by you, we will or may charge you therefor as per the hourly rates referred to in paragraph 6.1.
- 10.3 Our interim and/or or final invoices may not include charges for all expenses and/or disbursements incurred in the period to which the invoice relates, since third parties may not have billed or notified their charges to us in time for those to be included therein, in which case the said charges will be invoiced to you after we have received the relevant third party bill or advice note.
- 10.4 Even if a third party has agreed to pay all or part of your legal costs and expenses, we will (unless otherwise agreed between us in writing) address our invoices to you.
- 10.5 You are entitled to complain to us about any of our invoices, and you may be entitled to object to any of our invoices by making a complaint to the Legal Ombudsman (see further paragraph 17.2) and/or by applying to the court pursuant to Part III of the Solicitors Act 1974 for an assessment of our charge, although the Legal Ombudsman may not deal with a complaint about an invoice if you have applied to the court as aforesaid. Time limits may apply to any such complaint or application.

## **11. PAYMENT OF INVOICES**

- 11.1 Each of our invoices is payable on receipt by you unless otherwise agreed between us in writing. Our policy is not to accept cash from clients.
- 11.2 We may apply any amount held by us on your behalf on any matter in our client account (provided that it is not held for a specific purpose agreed between us in writing) in or towards payment of any sum requested or due from you as regards any other matter, whether on account or in respect of any interim, disbursement-only or final invoice, or interest, or any combination of the foregoing.
- 11.3 In the event that you constitute more than one person, and/or where we agree with your consent to act for one or more additional persons, liability for the settlement of our costs and VAT (and for your other obligations under the Terms) shall be shared between those persons on a joint and several basis.
- 11.4 If you do not pay (whether on account or otherwise) any of our costs or VAT in accordance with the Contract we shall be entitled (without prejudice to our other rights):-

- 11.4.1 to charge interest on the amount outstanding on a daily basis at the rate allowed under the Late Payment of Commercial Debts (Interest) Act 1998 from time to time (or, if the said Act does not apply to the Contract, at 5% above the base rate of the HSBC Bank Plc),
- 11.4.2 to charge you for the costs of collection of the said amount, including reasonable lawyers' fees and costs for the time spent during any audit and/or proceedings or otherwise relating to the collection process, and/or
- 11.4.3 not to provide any further Service whilst the said amount remains outstanding.
- 11.5 If arrangements are made for a third party to pay any of our costs invoiced to you, or if you have legal insurance, or if a court orders a third party to pay any part of such costs, you nevertheless remain liable to pay them to us, and any refund by us of all or part of any of them will be made to you alone. Without prejudice to the generality of the foregoing, even if our invoiced costs are paid by a third party you may be liable to pay the VAT thereon.
- 11.6 We reserve the right to charge for any additional checks pursuant to paragraph 14 that we deem necessary in the event that the payment of all or part of any invoice is made other than in accordance with the Terms.
- 11.7 You will only be entitled to delay payment of an invoice on the grounds that no purchase order number is quoted thereon if we have previously agreed in writing to quote such numbers on our invoices in order to facilitate your payment processes, and you have provided us with the relevant purchase order number when first instructing us in relation to your matter.
- 11.8 The details of our client bank account are as follows:
- HSBC UK Bank plc  
1-3 Bishopsgate  
London EC2N 3AQ  
United Kingdom
- A/C Number: 00127957
- Sort Code: 40-11-60
- IBAN Number: GB05HBUK40116000127957
- Swift Code: HBUKGB4B

## 12. INVESTMENT SERVICES

We are not authorised under the Financial Services and Markets Act 2000 ("the 2000 Act"), but we are able in certain circumstances to offer a limited range of investment services to clients because we are regulated by the SRA. We can provide these investment services if they are an incidental part of any Services.

## 13. INSURANCE

- 13.1 We are not authorised by the FCA. However, we are included in the Financial Services Register (<https://register.fca.org.uk>) maintained by the FCA so that we may 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 SRA.



13.2 The Law Society of England and Wales ("**Law Society**") is a designated professional body for the purposes of the 2000 Act. The SRA is the independent regulatory arm of the Law Society; you may access and obtain a copy of the Code from its website, whose address is [www.sra.org.uk](http://www.sra.org.uk). If you are unhappy with any insurance advice that you receive from us, you should raise your concerns with either the SRA or the Legal Ombudsman (see paragraph 17.2).

13.3 We have professional indemnity insurance (details of which are available on request from our Compliance Officer for Legal Practice (whose details may be obtained from our switchboard (direct dial telephone: + 44 (0)207 395 3000) ("**COLP**")) for at least the minimum amount required by the SRA.

## 14. REGULATORY COMPLIANCE

**14.1 This paragraph 14 contains warranties by you in respect of regulatory compliance, and you should therefore read and consider it carefully.**

14.2 The provisions of paragraphs 14.3 to 14.10 inclusive are specifically subject to the provisions of paragraph 14.11.

14.3 We must comply with a body of legislation, regulation and other domestic and international rules designed to promote transparency, fight economic crime and target money-laundering, tax evasion and terrorist-financing ("**Legislation**"). The Legislation includes the Terrorism Act 2000, the Proceeds of Crime Act 2002, the Companies Act 2006, the International Tax Compliance Regulations 2015, the Money Laundering, Terrorist Financing and Transfer of Funds (Information on the Payer) Regulations 2017 ("**AML Regulations**"), the Finance Act 2017, the Criminal Finance Act 2017, the International Tax Enforcement (Disclosable Arrangements) Regulations 2020, the Economic Crime (Transparency and Enforcement) Act 2022, and all registration requirements under or to give effect to the Legislation ("**Requirements**").

14.4 In order to enable us to comply with each of our obligations under the Legislation and the Requirements we can only commence the provision of our Services once:

14.4.1 we are satisfied as to your identity and address, together with other information relating to you, your business, assets, finances and/or sources of any monies that you pay to us or cause to be paid to us, and/or to relevant beneficiaries of any relevant trust of which you are a trustee and/or (if you are not an individual) to your legal and beneficial ownership ("**ID Verification**"); and

14.4.2 we have cleared our internal procedures and we have obtained the relevant internal approval.

14.5 In support of the ID Verification process:

14.5.1 we require you to provide us with complete ID Verification documentation and other appropriate evidence in a timely manner and before we accept your instructions;

14.5.2 we may conduct ID Verification and/or we may request and/or require further ID Verification at any time; and

14.5.3 ID Verification may be conducted electronically.

- 14.6 The Legislation and the Requirements oblige us to report certain matters (including any suspicions that we may have that any matter on which we are instructed or asked to be instructed, or any person involved in such matter, contravenes or may be contravening any part of the Legislation) to the relevant authorities, without notifying you. We may also be required to suspend or cease the provision of the Services following the making of such a report unless and until approved by the relevant authority.
- 14.7 To the extent that you or any member of your corporate group ("**Member**") is under an obligation to create and maintain a register of persons with significant control under Part 21A of the Companies Act 2006 or any regulations extending the scope of such regime ("**PSC Register**") or is registered or is required to be registered on the register created under Part 1 of the Economic Crime (Transparency and Enforcement) Act 2022 ("**ROE**") you:
- 14.7.1 represent and warrant that you hold adequate, accurate, complete and current written information on beneficial owner(s), as the term "beneficial owner" is defined:
- (a) in the case of the PSC Register, in regulation 3(1) of the AML Regulations; and
  - (b) in the case of the ROE, in Part 2 of Schedule 2 to the Economic Crime (Transparency and Enforcement) Act 2022;
- ("Corporate Beneficial Ownership Information");**
- 14.7.2 agree to provide such complete Corporate Beneficial Ownership Information and all other relevant supporting information to us promptly upon request (whether in certified form or otherwise); and
- 14.7.3 covenant to keep such information up-to-date for as long as a Contract is in existence.
- 14.8 To the extent that you are or control in any way a relevant trust (as such term is defined in regulation 42(2)(b) of the AML Regulations) you represent and warrant that you hold adequate, accurate, complete and current written information on beneficial owners (as the term "beneficial owners" is defined in regulation 6(1) of the AML Regulations) and any potential beneficiaries of the trust (as defined in regulation 44(5)(b) of the AML Regulations) ("**Trust Beneficial Ownership Information**") and you covenant to keep such information up-to-date for as long as a Contract is in existence.
- 14.9 In this paragraph 14 the term "**Transparency Information**" incorporates all information which you or any Member is obliged to file on any public or other transparency register, including all PSC Register and ROE information, all Corporate Beneficial Ownership Information and all Trust Beneficial Ownership Information and additional trust information required to be submitted to the HM Revenue and Customs Trust Registration Service, and all information that you are required to hold for your compliance with the AML Regulations.
- 14.10 You represent and warrant that, save (if at all) as specifically disclosed to us in writing, all required Transparency Information has been filed in relation to you, any Member and/or any relevant trust or additional type of trust referenced in regulation 45ZA(2) of the AML Regulations with which you are connected and that all of such information as filed was, as at the date of filing, true, current and accurate and remains so as at the date of the Contract. You also represent and warrant that, save (if at all) as specifically disclosed to us in writing, all required Transparency Information will be kept up to date throughout the duration of any Contract with us. In circumstances where we are

obliged to disclose Transparency Information to law enforcement authorities or other third parties (whether on a one-off or on a regular basis), you represent and warrant that, save (if at all) as specifically disclosed to us in writing, all Transparency Information will be kept up to date. You covenant to notify us if any such information ceases to be true, current and accurate. You further irrevocably acknowledge that we may use the Transparency Information as one of our sources to comply with our responsibilities under the Legislation and the Requirements.

## 14.11 Exclusions from paragraph 14

14.11.1 We are not responsible for ensuring that you are compliant with your obligations under the Legislation and/or the Requirements and, save where any aspect of such compliance is specifically agreed between you and us in writing to form all or part of the Services, we will not deal with or be responsible for any such compliance.

14.11.2 Our legal and/or regulatory obligations referred to in paragraph 14.6:

- (a) may override any obligation of confidentiality owed by us to you; and
- (b) are subject to any and all express or implied legal privilege which may exist.

## 15. COMMUNICATIONS

15.1 You acknowledge that we may (unless otherwise directed by you in writing) communicate with you by what we consider to be the most appropriate means, which may include fax and/or unencrypted email. In this respect you acknowledge that we have no control over the security or integrity of electronic networks, and that we do not accept Liability for any of the risks involved in electronic communication, including accessing documentation from and/or uploading documentation to your account on a file-sharing or cloud website.

15.2 We may, pursuant to statutory requirements or otherwise, monitor and/or record telephone, fax and email communications that are made to or from our offices.

15.3 Our normal business hours are from 09:30 to 17:30 (GMT) on weekdays (excluding bank and statutory holidays in England).

## 16. DOCUMENTS

16.1 Unless otherwise agreed between us in writing, we may at any time transfer any documents held by us on your behalf that are in paper format to electronic or other reduced format, and (subject to paragraph 16.3) may destroy the originals.

16.2 You acknowledge that all deeds and other documents sent through the post by you to us or *vice versa* are at your risk, and it is your responsibility to retain original documents or copies of them.

16.3 We may agree to store deeds, wills and other especially valuable documents for you if you so request and, if so, we will not destroy any such documents without your prior consent. We reserve the right to charge you for the costs of such storage and (if requested by you) of retrieval from storage, compliance with your instructions (such as reviewing any such document and answering your queries thereon) and/or sending the same to you or to a third party. Such storage will or may be, in whole or in part, at third party premises.

16.4 When a matter has been completed, we shall:-

16.4.1 (subject to paragraph 22.4 and to any legal constraint from so doing) return to you, at your request, any documents that you have provided to us in connection with it and any other documents to which you are entitled; and

16.4.2 store any other documents relating to the matter for six years, or for such other period that we reasonably determine, or for such other period as is required by law (whichever is the longest period), after which (subject to paragraph 16.3) we reserve the right to destroy or delete them without further reference to you.

## 17. COMPLAINTS POLICY AND PROCEDURE

17.1 We are committed to providing a high-quality legal service to all our clients. If you think that you have received less than this, and/or that something has gone wrong with your matter, we need you to tell us about it. We will handle your complaint promptly, fairly, openly and effectively.

17.2 If your complaint has not been resolved to your satisfaction within eight weeks of it having been made to us, you may (if you are eligible to do so) ask the Legal Ombudsman (whose details are given below) to consider it.

17.3 If you have a complaint please initially contact your Client Partner. If he or she is unable to resolve it to your satisfaction, please contact our COLP, or see our Complaints Policy (<https://wedlakebell.com/content/uploads/Complaints-Policy-and-Procedure.docx>).

## 18. INTELLECTUAL PROPERTY

18.1 Unless otherwise agreed between us in writing, all intellectual property rights throughout the world in all documents and other materials that we create for you in providing any Services will belong exclusively to us.

18.2 We grant to you a non-exclusive, non-transferable and non-sublicensable licence to use such documents and materials solely for the matter to which the Service of creating it related, which we may revoke by the service of written notice on you in the event that you fail to comply with any of your obligations under the Contract.

18.3 You will indemnify us fully on demand, both during and after the term of the Contract, against all Losses that may at any time be incurred by us as a direct or indirect result of our having issued, on your instructions, threats of intellectual property infringement that are (or are alleged to be) groundless.

## 19. OUR LIABILITY TO YOU

19.1 **This paragraph contains limitations and exclusions of our Liability to you in the event that you have a claim against us, and you should therefore read and consider this paragraph carefully.**

19.2 For the purposes of the Contract "**Liability**" means our entire liability (including any liability for the acts or omissions of our partners, employees, consultants, agents and contractors) to you (and to any person ("**Specified Person**") who is not our client in relation to the Contract but who we may agree in writing shall be entitled to rely upon or receive any Service in relation to the Contract) for and in respect of any actions, proceedings, claims, losses (whether direct, indirect or consequential, and including losses of profits, business, goodwill or business opportunities), costs, expenses, liabilities and damages (including legal fees and settlement sums paid on Counsel's advice) (together "**Losses**") incurred by you or any Specified Person, including any arising from

breach of duty to you, breach of the Contract, or any representation, statement or tortious (including negligent) act or omission under or in connection with any Service that we provide; and "**Liable**" is to be construed accordingly.

- 19.3 Except where expressly set out in the Contract, all warranties, conditions or other terms implied by statute or common law are excluded to the fullest extent permitted by law.
- 19.4 Except where expressly set out in the Contract (if at all), no person other than Wedlake Bell LLP will have Liability for any Service, or for any act or omission in the course of the actual or attempted provision of any Service, and you therefore agree that any claim of any kind arising out of or in connection with any Service will be brought only against Wedlake Bell LLP and not personally against any of our partners, employees, consultants or any other members of our staff (whether employees or not).
- 19.5 Unless otherwise expressly agreed in writing between you and us, you agree that the aggregate Liability of Wedlake Bell LLP and of all of its partners, employees, consultants, agents and contractors in any circumstances whatsoever in respect of all claims for any Losses arising out of or in connection with the Contract shall not exceed the sum of £3,000,000 (three million pounds sterling).
- 19.6 We shall not incur any Liability:-
- 19.6.1 for any Loss arising from any breach by you of the Contract or any act or omission of any other person or any change in the law or its interpretation that occurs after we have advised thereon;
- 19.6.2 for any advice or document subject to the laws of any jurisdiction outside England;
- 19.6.3 for any advice, opinion or service provided by any third party (whether or not nominated, instructed or recommended by us);
- 19.6.4 for any Loss of actual or anticipated revenue, profits, income, savings, goodwill, reputation, data or business opportunities;
- 19.6.5 for any type of indirect, special, punitive or consequential Loss;
- 19.6.6 for any Loss arising from any situation in which we are prevented from or delayed in providing any Service as a direct or indirect result of any cause beyond our reasonable control;
- 19.6.7 for any Loss to any of your documents in the event of fire or other accident at our offices or at our storage facility;
- 19.6.8 (whether for breach of confidence, corruption of data or otherwise) arising directly or indirectly from our use of email or other electronic communication systems (unless you have previously prohibited us from using the same in order to communicate with you);
- 19.6.9 for any Loss arising from any deferral, suspension or termination of the provision of any Services as permitted by the Contract; or
- 19.6.10 in the circumstances referred to in paragraphs 2.4, 5.5, 9.5, 14.11.1, 15.1 and 21.5 respectively.

- 19.7 Where you have a number of advisers (including us) advising you on a matter, there is a risk that we will be prejudiced by any limitation or exclusion of liability that you agree with any of those other advisers. This is because such a limitation or exclusion of liability might also operate to limit the amount that we could recover from that other adviser by way of contribution if we were required to pay you more than our proper share of the liability. Accordingly you agree that we will not incur any Liability to you for any amount that we would have been able to recover from that other adviser by way of indemnity, contribution or otherwise but are unable to recover because you agreed, or are treated as having agreed, with that other adviser any limitation or exclusion of their liability to you, and that in any event you will notify us of any such agreement.
- 19.8 Each limitation and exclusion of our Liability contained in the Contract is to be construed as a separate limitation and exclusion (applying and surviving even if for any reason one or other of the said limitations or exclusions is held inapplicable or unreasonable in any circumstances) and shall remain in force notwithstanding termination of the Contract.
- 19.9 Notwithstanding anything in the Contract to the contrary, (a) no limitation or exclusion of our Liability contained in it will operate to exclude or limit any Liability for death or personal injury caused by our negligence or for fraud or reckless disregard of professional obligations or for any other category of Liability that cannot lawfully be excluded or limited, and (b) each such limitation or exclusion is without prejudice to our obligation to inform you of any act or omission that could give rise to a claim by you against us.

## 20. DATA PROTECTION AND CONFIDENTIALITY

- 20.1 We are obliged to comply with (*inter alia*) the Data Protection Act 2018, the UK General Data Protection Regulation, the Privacy and Electronic Communications Regulations 2003 and any other data protection legislation to the extent that at any time these are in force and applicable to us (together "**Data Protection Laws**").
- 20.2 You acknowledge our processing of the personal data that you provide to us and/or that we collect, receive or otherwise process in connection with the Contract ("**Personal Data**") in order to enable us to perform the Services, to administer the Contract and your client file or service account with us, to operate our practice in accordance with necessary standards, to comply with applicable legal and regulatory requirements, to provide you with information about us and our services, to develop and improve our practice and to fulfil the other purposes set out in our Privacy Notice (<https://wedlakebell.com/Privacy-notice/>). For the purposes of the Data Protection Laws, we will be a controller of the Personal Data.
- 20.3 You represent and warrant to us on a continuous basis that (a) in respect of any Personal Data relating to a third party you have complied with Data Protection Laws including, where required, informing them and obtaining their consent in advance; and (b) our processing of such Personal Data in accordance with the Contract will not infringe any third party's data protection rights or constitute a breach of Data Protection Laws.
- 20.4 Our processing of the Personal Data is subject to your instructions as our client and our duty of confidentiality to you as well as our discretion as controller and our legal obligations under Data Protection Laws and other applicable laws.
- 20.5 You will indemnify us fully on demand, both during and after the term of the Contract, against all Losses that may at any time be incurred by us as a direct or indirect result of (a) any breach of paragraph 20.3; (b) any claim by any person that the Personal Data relating to him or her is

processed in breach of Data Protection Laws (except where we have failed to materially process Personal Data in accordance with this clause 20); and/or (c) our handling of any request by any person exercising his or her data subject rights under Data Protection Laws by contacting us or another party in respect of any Personal Data (except where such request is the direct consequence of our failure to materially process Personal Data in accordance with this paragraph 20), and you shall reimburse us for our time and resources spent in dealing with each such request.

- 20.6 You acknowledge that, where necessary, we may disclose the Personal Data to our partners, employees, consultants, agents, contractors and third parties engaged to perform services on your behalf or on our behalf in relation to any Service (including barristers, foreign lawyers, accountants, expert witnesses and trade mark agents), our service providers, auditors, vendors who perform an ID, background or other check, our insurers, insurance brokers, bankers and accountants, and our own external legal advisors where required either in connection with the provision of our services or the effective management of our practice. Some of the said third parties may be based overseas in countries that do not have laws equivalent to the Data Protection Laws. We will comply with our obligations under Data Protection Laws in relation to any transfer of Personal Data outside of the UK.
- 20.7 You acknowledge that we may place your Personal Data (but not that of any third party) on our marketing database for the purpose of contacting you by post, telephone, email or otherwise about our services and about events such as seminars and conferences, and to send you briefings and similar material. If you have any objection to any Personal Data being held on our marketing database please inform our Marketing Department (email: [marketing@wedlakebell.com](mailto:marketing@wedlakebell.com)) that you wish the Personal Data to be removed from it.
- 20.8 Where information provided by you to us pursuant to the Contract is stated to be confidential and/or clearly appears to be confidential ("**Confidential Information**"), we will, whilst providing the Services, take such steps as are reasonably appropriate in good faith to keep it confidential, unless:-
- 20.8.1 you have consented to our disclosing it;
- 20.8.2 it enters the public domain without any breach of confidence by us; or
- 20.8.3 we are required or requested to disclose it by law or by any authority of competent jurisdiction or to our insurers.
- 20.9 You authorise us to disclose any Confidential Information including any Personal Data to any of the third parties referred to in paragraph 20.6 provided only that we are reasonably satisfied that it is bound by obligations of confidentiality similar to those contained in paragraph 20.8.
- 20.10 Unless otherwise agreed between you and us in writing, the fact that you are or have been a client, and the fact that we are acting for you or have acted for you on any specific matter, will not be deemed to be Confidential Information.
- 20.11 We may, subject to their respective Terms of Use, grant to your authorised user(s) access to one or more of our collaboration tools ("**Tools**"), to upload information, documents and other data including Personal Data ("**Relevant Personal Data**") for processing in connection with a transaction, collaboration or other activities involving our Services. In relation to Relevant Personal Data we will act as controller and, except as otherwise required by law, we agree to (i)

process them for the intended purposes and as set out in the Contract, (ii) enter into an appropriate written agreement with each Tool provider such as Microsoft Inc., HighQ Solutions Ltd, DocuSign, Inc. and Zoom Video Communications, Inc., (iii) implement appropriate technical and organisational measures to safeguard Relevant Personal Data within each such Tool; (iii) notify you without undue delay if we receive any data subject request, law enforcement request or become aware of a personal data breach relating to Relevant Personal Data, and provide such assistance as you may reasonably require in connection therewith; and (iv) delete any Relevant Personal Data which we reasonably believe is no longer needed in connection with our Services from time to time following your request for erasure or otherwise. We and the Tool providers may collect usage data from each Tool for analytics, business administration and product development.

## **21. THIRD PARTIES**

- 21.1 The Services are provided solely and exclusively to you and for your benefit as our client, and, for the purposes of the Contracts (Rights of Third Parties) Act 1999 ("the **1999 Act**"), no third party may (unless expressly authorised by us in writing) use or rely on any of them or derive any right or benefit from any of them.
- 21.2 Each partner, employee and consultant of Wedlake Bell LLP will be entitled, under the 1999 Act, to the benefit of paragraph 19.4 and of any other provision in the Contract that excludes or limits his or her liability, but the Contract may be varied from time to time or terminated without the consent of any such person. Save as aforesaid, the provisions of the 1999 Act are hereby excluded.
- 21.3 Where we instruct a third party service provider on your behalf, we will generally do so on the basis of its terms of business, which you authorise us to negotiate and/or accept on your behalf.
- 21.4 We may from time to time use subcontractors for non-professional services (such as the use of data centres, document management solution providers and outsourced document production service providers) in providing the Services.
- 21.5 We may from time to time make available the use of technology solutions (including those of third parties) in providing the Services. Additional terms and conditions may apply in relation to your use of these solutions and we may charge you a fee therefor, which we shall explain to you in advance in writing. We disclaim Liability for any failure or unavailability of such solutions, although we will take reasonable steps to work around them if they arise. You should undertake your own due diligence before using them. You and/or your users may be asked to enter into separate contracts with the providers of these solutions.

## **22. EXPIRY AND TERMINATION**

- 22.1 Unless agreed between us in writing, each Contract for the provision of Services on any particular matter or case will expire on the conclusion of that matter or case, and each Contract for the provision of Services in general will expire 12 (twelve) months after the last date on which we provide any Service to you; and our acceptance of your instructions subsequent to the expiry of any Contract will give rise to a new Contract as per paragraph 1.1.
- 22.2 Prior to the expiry of any Contract you may terminate the future provision of all or any Services under it at any time by giving written notice to us, save that if we are on the record of a court that we are acting for you in any pending proceedings the consent of the court may be required before we can be removed from that record.



- 22.3 Prior to the expiry of any Contract we will or may suspend or terminate the provision of all or any of the Services under it and/or any other Contract at any time provided that we have good reason to do so (including regulatory requirement and your breach of Contract). We will give you notice in writing of any such suspension or termination by us, but in certain circumstances we may not be able to give you the reason for it.
- 22.4 If we suspend or terminate the provision of any Services (or are entitled to do so) we may (without prejudice to our other rights) exercise any lien to which we are entitled over property of yours that we are holding, including documents and the credit balance in your client account.
- 22.5 You will pay to us all costs and VAT thereon (a) incurred by us prior to the date of expiry or termination of the Contract, whether or not invoiced by us by that date, and (b) incurred by us after the date of expiry or termination of the Contract for work necessary to comply with any post-Contract obligations such as return or transfer of documents and removal from the record.
- 22.6 All of our rights under the Contract will survive the date of its expiry or termination unless they are stated to endure for the term of the Contract only, or the same is implied by the context. Unless otherwise expressly stated herein (if at all) all of our obligations under the Contract (including any obligation to remind you of any deadline or of anything else that may be relevant to your case) will irrevocably cease upon its expiry or termination.
- 22.7 In the event that we merge with another firm ("**Successor**") the Contract shall not terminate by reason thereof. You agree that the Successor is automatically appointed by you so that continuity of service can be provided to you.

## **23. ASSIGNMENT**

You consent to the assignment or novation of all or any of our rights or obligations under the Contract to any Successor, in which case you will accept the performance by the assignee of the assigned obligations in substitution for their performance by us.

## **24. MISCELLANEOUS**

- 24.1 If any provision of the Contract is held by any judicial, regulatory or other authority of competent jurisdiction to be invalid or unenforceable but would be valid and enforceable if it or part of it were deleted, the Contract shall apply with such deletion as will make it valid and enforceable.
- 24.2 The Contract is governed by English law. In connection with any dispute between us relating to it, you and we each agree to submit to the exclusive jurisdiction of the English courts, save that we may in our sole discretion commence proceedings against you in any other court.

Private Client

Real Estate

Residential Property

Construction

Tax & Trusts

Family

Employment

IP, IT & Media & Commercial

Pensions & Employee Benefits

Insolvency & Restructuring

Commercial Litigation & Dispute Resolution

Corporate & Corporate Tax

Finance

Financial Services

Data Protection

Art and Cultural Property

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