

TERMS AND CONDITIONS OF BUSINESS

The terms set out in the covering letter and the following Terms and Conditions of Business are the terms on which NSS Legal Limited (“the company”, “we” or “our”) will provide its services.

We are a law firm authorised and regulated by the Solicitors Regulation Authority. Our registration number is 637581. We comply with the SRA Handbook which is available on the SRA website at www.sra.org.uk.

Any advice given to you or other work undertaken for you by a director, employee or consultant of the company will be given or undertaken by that person on behalf of the company and not in his or her individual capacity. Our director, employees and consultants do not owe a personal duty of care nor assume any personal responsibility for the advice or other work.

All work carried out for you is subject to these Terms and Conditions of Business and the terms set out in the covering letter, except to the extent that changes are expressly agreed in writing by a director of the company.

These Terms and Conditions of Business come into force on the date that you receive this letter from NSS Legal and replace all or any previous such Terms and Conditions of Business that may have been issued to you. These Terms will remain in force until you are provided with any subsequent revised terms.

Our aim is to make our Terms and Conditions of Business as clear as possible but please contact us if you would like a more detailed explanation of any of the terms.

1. INSTRUCTIONS

- 1.1 We will assume, unless you instruct us to the contrary, that any of your directors or employees who give us instructions are authorised to do so and we may act on instructions given orally. We may take steps to ensure that the director or employees has authority to give instructions.
- 1.2 Where we act for two or more clients jointly it is on the clear understanding that liabilities towards us will be joint and several and that we are authorised to act on instructions from either, both or any of them. However, in order to satisfy ourselves, we may take steps to ensure that where one client gives instructions they have the authority to do so on behalf of all the clients.

2. **RESPONSIBILITY**

Our responsibility is only to you as the client. We shall not be under a duty to, nor have responsibility towards, any other person in connection with the work we have agreed to undertake (unless that person is also a client in relation to the work), even if the objective of your instructions is to confer a benefit upon such a person.

3. **SERVICE STANDARDS**

We aim to provide you with high standards of service at all times. We will:

- keep you informed in writing of progress with your matter;
- communicate with you in plain language;
- explain to you in writing the legal work which is required as your matter progresses;
- keep you informed of the cost of your matter every three months;
- keep you advised of the likely timescales for each stage of this matter and any material changes in those estimates;
- continue to review whether there are alternative methods by which your matter can be funded.

4. **RESPONSIBILITIES**

To achieve the best possible outcome in your case, we need to work together with you. We will:

- review your matter regularly;
- advise you on the law;
- follow your instructions;
- 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.

You need to provide us with your early and timely instructions.

5. **HOURS OF BUSINESS**

Our office hours are from 9am-5:30pm – Monday to Friday.

6. **ANTI-MONEY LAUNDERING OBLIGATIONS**

We are under a professional and legal obligation to keep your affairs confidential. This obligation, however, is subject to a statutory exception, which may require a solicitor who knows or suspects that a transaction on behalf of a client may involve money laundering or terrorist financing to make a disclosure to the National Crime Agency.

Current anti-money laundering legislation requires that we obtain satisfactory evidence of a new client's identity. We may also need to make enquiries regarding the purpose of your transaction and the source of any funds being used. If we are not satisfied regarding the source and legitimacy of funds we

may cease to act for you. We use various ways of verifying identity including an electronic verification service. We may use this service to confirm your identity, in which case the check will leave a "footprint" on your credit file but will not have any effect on your credit rating. If the electronic check does not provide sufficient evidence of identity, we may have to ask you for further evidence of identity and/or address for example, for individuals, a passport/driving licence and a recent utility bill. We will let you know if this is the case.

If we are required to make a disclosure in relation to your matter, we may not be able to inform you that a disclosure has been made. We may also have to cease acting in your matter for a period of time and may not be able to tell you the reasons for it.

7. FINANCIAL MATTERS

7.1 Our policy is not to accept cash from clients. Where we have to 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.

7.2 Unless we agree a fixed fee with you, our charges will be calculated by reference to the time we actually spend working on your matter. This will include:

- attending meetings and negotiations;
- reading, preparing and working on papers;
- making and responding to telephone calls, e-mails, faxes and letters;
- preparation of costs estimates, schedules and bills;
- attendance at court and travel time.

7.3 Our hourly rate is set out below. We review our hourly rates each year to take into account increases in costs. We will notify you in writing if the rates you are being charged are increased and the date from which the increases will apply.

We will charge you £275 for each hour spent on your matter by Oliver Sloam.

We will charge you £250 for each hour spent on your matter by Shamima Begum.

7.4 There may be other expenses which we need to pay on your behalf. These can include:

- court fees;
- fees for expert reports;
- barristers' fees.

These will be listed separately on your bill and you may be charged VAT in relation to these expenses.

7.5 Where we have to make payments to third parties to cover expenses such as court costs or fees for expert reports, we can ask you to pay us

first. This will help prevent delays in your matter. As we become aware of payments which will need to be made we will write to you to ask you to send a cheque to us to cover the payments as the matter progresses.

When we send you bills, we will make sure we include the amounts have already paid. If there are any advance funds left over, we will put them against our fees which need to be paid. You should note that the total bill for expenses may be greater than the amount which you have paid in advance.

- 7.6 We will send you an interim bill for our fees and expenses every three months while the work is in progress. This enables you to budget as the work progresses. We will send a final bill after completion of the work.

You may also set a limit on the fees and expenses we can incur in relation to your matter. This means you have to pay our fees and expenses up to this limit, but we must ask your permission to continue working on your matter if it looks like you will have to pay us more than the limit you have set. We will write to you before we reach the limit and explain why your matter is likely to cost more, review our estimate of how much your matter is likely to cost and ask you to agree a new limit, before we do more work on your matter.

Payment of an interim or final bill is required within 28 days. We may charge you interest on unpaid bills, from one month after the delivery of our bill.

- 7.7 If this matter does not proceed to completion, we will charge you for the work done and for expenses incurred.

We are entitled to retain your file papers or other property until payment is made.

8. **COMPLAINTS PROCEDURE**

- 8.1 We wish to provide an extremely high service with efficiency and courtesy. It is our aim that our clients should be satisfied with all aspects of work undertaken by us.

- 8.2 However, if you are unhappy with any aspect of our service, or the amount of our bill, please contact Mr Oliver Sloam of the company and he will supply a copy of our complaints handling procedure.

- 8.3 We undertake to look into any complaint carefully and promptly and to do all we can to explain the position to you. If we have given you a less than satisfactory service we undertake to do everything reasonable to put it right and if you are still not satisfied, you may, of course, refer it to the Legal Ombudsman at PO Box 6806, Wolverhampton, WV1 9WJ or by telephone on 0300555 0333 or by email to: enquiries@legalombudsman.org.uk.

Also, alternative complaints bodies such as ProMediate exist which are competent to deal with complaints about legal services should both you and our firm wish to use such a scheme. We agree to use ProMediate.

9. EQUALITY AND DIVERSITY

We are committed to promoting equality and diversity in all of our dealings with clients, third parties and employees. Please contact us if you would like a copy of our equality and diversity policy.

10. CONFLICT OF INTEREST

We will check for conflicts of interest before taking on work and whilst we are retained by you. Where a conflict arises between your interests and the interests of another client of the firm during the course of a matter, we will discuss the position with you and determine the appropriate course of action. In order to protect your interests, we may not be able to continue to act for you.

11. PROFESSIONAL INDEMNITY INSURANCE

Under the SRA Indemnity Insurance Rules firms are required to take out and maintain qualifying insurance. Details of our insurance can be found at our office, or you can contact us to request this information.

12. DATA PROTECTION

We use the information you provide primarily for the provision of legal services to you and for related purposes including:

- updating and enhancing client records;
- analysis for management purposes and statutory returns; and
- legal and regulatory compliance.

Our use of that information is subject to your instructions, the Data Protection Act 1998 and our duty of confidentiality. Please note that our work for you may require us to disclose information to third parties such as expert witnesses and other professional advisers. You have a right of access under data protection legislation to the personal data that we hold about you.

We may from time to time send you information which we think might be of interest to you. If you do not wish to receive that information please notify our office in writing.

13. FINANCIAL SERVICES

Our work may involve financial services. Although we are not authorised under the Financial Services and Markets Act 2000, we are able, in certain circumstances, to offer a limited range of financial services to clients because we are a member of the Law Society of England and Wales which is a designated professional body for these purposes. Responsibility for regulation and complaints handling has been separated from the Law Society's representative

functions. The Solicitors Regulation Authority is the independent regulatory body of The Law Society and The Legal Ombudsman is the independent complaints handling body for solicitors in England & Wales. Complaints and redress mechanisms for any financial services work which we undertake are provided through the Solicitors Regulation Authority and the Legal Ombudsman.

We are not authorised by the Financial Conduct Authority. However, we are included on the Register maintained by the Financial Conduct Authority so that we can carry on insurance mediation activity, which is broadly the advising on, selling and administration of insurance contracts. This part of our business, including arrangements for complaints or redress if something goes wrong, is regulated by the Solicitors Regulation Authority. The Register can be accessed via The Financial Conduct Authority website at www.fca.org.uk/register.

14. STORAGE OF PAPERS

After completing the work, we will be entitled to keep all your papers and documents while there is still money owing to us for charges and expenses.

We will keep our file of your papers (except any of your papers which you ask to be returned to you) for no more than six years. We will keep the file on the understanding that we have the authority to destroy it six years after the date of the final bill we send to you for this matter. We will not destroy documents you ask us to deposit in safe custody.

If we retrieve papers or documents from storage in relation to continuing or new instructions to act for you, we will not normally charge for such retrieval. However we may charge you for:

- time spent producing stored papers requested; and
- reading, correspondence or other work necessary to comply with your instructions in relation to the retrieved papers.

15. OUTSOURCING

From time to time we will outsource typing and photocopying on our files to ensure that they are dealt with in a more timely manner. We will always gain a confidentiality agreement with the outsourced service provider. Should you not want your file to be outsourced please tell us as soon as possible.

16. REVIEW OF FILES

Our practice is subject to audit or quality checks by external firms or organisations. These external firms or organisations are required to maintain confidentiality in relation to your files.

17. LIMITATION OF LIABILITY

Our liability to you for a breach of your instructions shall be limited to £3 million or such other higher amount as expressly set out in the letter accompanying these terms of business. We will not be liable for any consequential, special,

indirect or exemplary damages, costs or losses or any damages, costs or losses attributable to lost profits or opportunities.

These limitations apply only to the extent that they are permitted by law. In particular they do not apply to any liability for death or personal injury caused by negligence.

We accept no responsibility or liability for malicious or fraudulent emails purportedly coming from the firm, and it is your responsibility to ensure that any emails coming from the firm are genuine before relying on anything contained within them.

18. TERMINATION OF SERVICES

You may end your instructions to us in writing at any time, but we will be entitled to keep all your papers and documents while there is still money owing to us for charges and expenses.

We may decide to stop acting for you only with good reason. For example, if you do not pay an interim bill or there is a conflict of interest. We must give you reasonable notice that we will stop acting for you.

If you or we decide that we should stop acting for you, you will pay our charges up until that point on an hourly basis and expenses set out in these terms and conditions.

19. APPLICABLE LAW

Any dispute or legal issue arising from our terms of business will be determined by English law and will be submitted to the exclusive jurisdiction of the English courts.

20. WHOLE AGREEMENT

20.1 The covering Letter with its enclosures, if any, and these Terms and Conditions of Business set out the entire agreement between us in connection with the work you have instructed us to do.

20.2 In the event that any part of the covering Letter or any of these Terms and Conditions of Business is or shall become invalid, illegal or unenforceable, the remainder shall survive unaffected.