
Terms of Business

V5 October 2020

1. Our Contract

1.1 Extent

These terms of business of BG Solicitors LLP, as supplemented and/or amended by any relevant Engagement Letter, apply to each Matter we work on for you.

1.2 Variation

No variation of these terms shall be effective unless it is in writing and is signed by one of our Partners.

1.3 Under the Consumer Protection (Distance Selling) Regulations 2000 for some non-business instructions you may have the right to withdraw, without charge, within 7 working days of the date on which you asked us to act for you. However, if we start work with your consent within that period you will lose that right to withdraw. If you wish to withdraw instructions you should give notice by telephone, email or letter to the person named in the Engagement Letter as being responsible for your work. The Regulations require us to inform you that the work involved is likely to take more than 30 days.

2. Our Authority and Services

2.1 Our Authority

You give us full authority to act for you to the fullest extent necessary or desirable to provide the Services. In particular, we may engage barristers and other third parties and otherwise incur on your behalf reasonable expenses of a type which it is necessary or desirable to incur in relation to the Services in question.

If we so require, you will contract directly with any third party so engaged by us and assume direct responsibility to them for the payment of their fees and expenses.

2.2 Our Services

The Partner at BG Solicitors LLP named in any Engagement Letter as the "Contact Partner" will be the Partner primarily responsible for the provision of our Services. That person has complete discretion to deploy such of our lawyers, trainee lawyers, paralegals or other staff as she/he deems necessary or desirable to ensure appropriate delivery of the Services. The person having day to day conduct of matter will be notified to you in writing.

3. Your Responsibilities

You will (so far as you practicably can):

- (a) provide us with timely instructions, information and materials if necessary or desirable for us to perform the Services for you;
- (b) notify us promptly of any changes or additions to instructions, information and materials previously provided by you or on your behalf; and
- (c) ensure that all information provided to us is complete in all material respects and not misleading.

4. Fees, Expenses and Client Money

4.1 General

Unless otherwise agreed in the Engagement Letter, our fees will be calculated principally by reference to the time spent by us in providing the Services at the standard hourly rates applicable to the relevant staff.

In accordance with commonly applied and accepted procedures within the legal profession the time spent will be recorded in units of 6 minutes. Unless the time expended actually exceeds 6 minutes letters sent and received (including fax and email) and telephone calls made or received are each recorded as one such unit. Otherwise time actually spent working in connection with a particular matter is recorded.

We may, in accordance with professional guidelines, also charge a premium where reasonable to do so to take account of the nature, complexity, value and urgency of the Services and other criteria specified in those guidelines.

The standard hourly rates of each of our lawyers, trainee lawyers, paralegals and other staff are reviewed from time to time and we will inform you of any changes when they occur.

You will pay the expenses we incur in the course of providing the Services (including travel and subsistence expenses, search and filing fees, court fees and barristers', foreign lawyers; and other third parties' fees and expenses). You will also be liable to pay for Internally Provided Services at our prevailing rates and detailed in a schedule available on request, reference to "expenses" in these terms of business include Internally Provided Services.

In addition VAT will be charged at the appropriate rate on all fees and expenses.

4.2 Payments on Account

We may require you to make a payment to us on account of our fees and expenses at any time and on more than one occasion. Money paid on account which is not subsequently required for fees and expenses will be returned promptly.

We are not obliged to credit payments on account against interim invoices but may do so if you fail to make prompt payment.

4.3 Quotations and Estimates

The provision of figures (orally or in writing) from time to time for the likely costs of a piece of work is an estimate only and does not constitute a contract to carry out the work at that cost.

The provision of a written quotation for work constitutes an offer to carry out the work at that cost and does not become a contract until you accept the quotation or a defined part of it.

Unless stated in writing to the contrary, any quotation or estimate excludes any expenses or VAT, these will be added where appropriate.

Where we carry out work which falls outside the scope of an accepted quotation (or of an estimate which is subsequently incorporated into a contract between us) we may charge fees at our standard hourly rates in addition to the quoted or estimated fee. We may also charge additional fees on the same basis for work within the scope of such a quotation or estimate which is made more time-consuming, onerous or urgent as a result of:

- (a) circumstances or information which we did not know or could not reasonably have anticipated at the time of the quotation or estimate (whether or not you were aware of them/it); or
- (b) your, or your agent's, act or omission.

4.4 Custody of Client Money

Any of your money which we hold (including any payment on account) will be held in a client bank account separate from our own money and we will account to you for interest on money so held in accordance with professional requirements.

4.5 Financial Services Compensation Scheme ("FSCS")

Any money held on your behalf will be held with The Royal Bank of Scotland Plc which is a deposit taking institution for the purposes of the FSCS. The current maximum level of compensation payable by the FSCS is £85,000.00 to any one customer holding deposits in the same deposit taking institution. If you hold other personal monies at The Royal Bank of Scotland Plc (even if it is the same institution trading under a different name) then this may mean that the maximum level of compensation is insufficient to repay the entirety of your deposit with these institutions.

In the event that The Royal Bank of Scotland Plc fails, such that a claim to the FSCS can be made we may assist you in processing an application to the FSCS but we will require your consent to disclose your personal details in order to do so.

4.6 Commissions

If we receive a commission from a third party arising from work we are doing for you, we may seek your agreement to retain that commission in lieu of charges that we may otherwise raise or we will credit you with that commission unless you have agreed otherwise or the amount is less than £10.00 (excluding VAT).

5. Our Invoices

5.1 Frequency of Invoices

Unless otherwise agreed in the Engagement Letter, we will be entitled to invoice you in respect of our fees and expenses monthly and on completion of each Matter. At the end of our financial year we shall be entitled to bring up to date our invoicing in respect of all your then unbilled time.

Unless stated to be "on account of costs incurred" or otherwise stated, monthly or other interim invoices are a final account of our fees for all work done during the period to which they relate. You agree that we may bring proceedings on interim invoices which are not final bills where we have provided Services and the amount of the invoice does not exceed the cost of the services provided at the applicable hourly rates.

There may be a delay in invoicing expenses incurred on your behalf pending our receipt of the relevant invoices from suppliers and invoices are not a final invoice in relation to expenses.

Please note that it is our firm's policy to deliver Statute Bills via email if you have provided an email address to us, unless you indicate that you do not wish to receive them in this way.

5.2 Payment Terms

You will pay our invoices within the Credit Period in the currency in which they are expressed, without any deduction, set off or counterclaim. We may charge interest on sums outstanding from the end of the Credit Period until the date of payment. The rate we will apply is 10% per annum or 4% above The Royal Bank of Scotland Plc base rate from time to time whichever rate is the highest.

5.3 Suspension of Services

If you do not pay any invoice by the end of the Credit Period, or a sum on account within seven days (or such longer period as we may specify) of our demand, we may suspend or terminate the provision of all or any Services (and instruct any third parties engaged by us to suspend the provision of their Services) and may invoice you for all accrued fees and expenses.

5.4 Third Party Payments

In some circumstances, you may have a right of recovery or indemnity against a third party in respect of all or part of our invoices, but we are not permitted to issue a VAT invoice to any person other than you in any circumstances, and you remain liable to us to pay our invoices notwithstanding such a right.

5.5 Right to Retain Money, Documents and Property

As a contractual right, in addition to any right to retain money, Documents and property available to us under the general law (lien), we have the right to retain your money, Documents and

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| <p>property (whether held in relation to the Services for which payment has not been made or any other Services) until you have paid us in full.</p> | <p>6.3. Third Parties</p> |
| <p>6. Conflict of Interest</p> | <p>Subject to paragraph 6.5, once we have agreed to act for you in relation to a Matter we will not act for a third party in relation to the same Matter if there is a Conflict of Interest between that third party's interests and your interests.</p> |
| <p>6.1 Definition</p> | <p>6.4 Instructions Creating a Conflict of Interest</p> |
| <p>"Conflict of Interest" means any situation where:</p> | <p>We may decline to act for you where accepting your instructions would create a Conflict of Interest or cause us to break an existing agreement with a third party.</p> |
| <p>(a) we owe (or, if we accepted your instructions, would owe) separate duties to act in the best interests of two or more clients in relation to the same or a related matter and those duties conflict, or there is a significant risk that those duties may conflict; or</p> | <p>6.5 Consent</p> |
| <p>(b) our duty to act in your best interests in relation to a matter conflicts, or there is a significant risk that it may conflict, with our own interests in relation to that or a related matter; or</p> | <p>Where our professional rules allow, and subject to satisfying the requirements of those rules (for example by implementing an information barrier), we may act for you and another client where a Conflict of Interest would otherwise exist provided that we have the consent of both parties. We do not require your consent to act against an Associated Entity.</p> |
| <p>(c) we have confidential information in relation to a client or former client, and you wish to instruct us on a matter where;</p> <p>(i) that information might reasonably be expected to be material; and</p> <p>(ii) you have an interest adverse to our other client or former client, and for the purposes of this paragraph "you" does not include Associated Entities.</p> | <p>6.6 Cessation of Services</p> |
| <p>6.2 Similar Activities</p> | <p>7. Information and Confidentiality</p> |
| <p>Subject to paragraph 6.3, we may act for parties engaged in activities similar to or competitive with yours.</p> | <p>7.1 Information about You and Created as a result of Providing Services to You</p> |

We will keep confidential any information which is not otherwise publicly available that we acquire about you, your business and affairs. We may use the information which you provide, or which we obtain through our dealings with you, for the provision of Services and may give it on a confidential basis to our employees and agents. We may use it to administer your account with us, including tracing and collecting any debts, to prevent fraud, check your identity and prevent money laundering or other financial crime.

We may also use it to ensure the safety and security of our premises (where we may also use CCTV); for fraud prevention purposes (including verification checks for our money laundering obligations); to assess client satisfaction (such as by asking you to participate in surveys); and to help improve our Services generally.

We may also use it to contact you by letter, telephone, email or otherwise about our Services and about events such as seminars and conferences to send you briefings and similar material. By signing and returning a copy Engagement Letter you are agreeing that we may use your contact details and information in this way. If you do not wish to be contacted, please tick the box provided before returning the copy of the Engagement Letter.

For further information about the way in which we handle your data, please see our Privacy Notice at: www.bgsolicitors.com

If you have any queries regarding our use of your data, please contact our Firm's Data Protection Officer at: info@bgsolicitors.com

Alternatively, you can write to our Firm's Data Protection Officer at:

BG Solicitors LLP, Lauriston House, Town Hall Square, Grimsby, North East Lincolnshire DN31 1JB.

7.2 Our Duty of Confidentiality

We will treat any information which is confidential to you and which we obtain as a result of acting for you as strictly confidential, save:

- (a) for the purpose of acting for you; or
- (b) for disclosures to our auditors or other advisers or for the purposes of our professional indemnity insurance or for the purposes of participating in a quality assurance audit; or
- (c) as otherwise required by law or other regulatory authority to which we are subject.

We may refer publicly to your name as a client of ours, provided we do not disclose any information which is confidential to you.

We shall be under no duty to disclose to you (or take into account in the course of providing the Services) any information acquired by us in acting for any other client or any information in respect of which we owe a duty of confidentiality to a third party.

7.3 Your Duty of Confidentiality

Our advice and other communications with you are confidential and may not, without our consent, be disclosed by you to any third party (other than to your employees and agents who require access and who do not disclose it further) or otherwise made public except as required by law or other regulatory authority to which you are subject.

If, as a result of our acting for you, you acquire any information in respect of which we notify you that we owe a duty of confidentiality to a third party, you will keep it confidential and not use it without our consent.

8. Custody, Retention and Transfer of Documents

We will, at your request, either during the provision or after completion of any Services,

release to you or to your order Your Documents and Documents Held For You, provided that we are not at the time exercising our right to retain documents pending payment of outstanding fees and expenses or are prevented by any court order, undertaking or other legal constraint from doing so. We may copy all of Your Documents and Documents Held For You before releasing them.

We may at any time scan, microfilm, or otherwise make electronic copies or images of any Documents (other than documents held in safe custody), destroy the originals and thereafter hold the Documents only in such copy or image form. Unless expressly agreed otherwise in writing we will keep all Documents whether in original, copy or imaged form for a minimum of 6 years, after which we may destroy them and any copies or images of them.

We may agree to store title deeds, wills and other especially valuable documents in safe custody for you if you require, and if we do, we will not, without your consent, destroy any such documents.

We do not accept responsibility for the loss or damage of any item which we hold on your behalf unless we expressly agree in writing to the contrary.

9. Intellectual Property Rights

9.1 Copyright

We retain copyright and all other intellectual property rights in all documents and other works we develop or generate for you in providing the Services (including know-how and working materials as well as final documents). We now grant you a non-exclusive, non-transferrable, non-sublicensable licence to use such documents or other works solely for the matter to which the Services in relation to that Matter in accordance with paragraph 5.2. We may, on giving you notice, revoke that license and only re-grant it to you once full payment has been made.

9.2 Opinions from Barristers and other Third Parties

We may retain, for our subsequent use, a copy of the advice or opinion of any barrister or other third party given in written form (or any note of any advice or opinion) obtained in the course of providing the Services. Any barrister or other third party will be instructed on the basis that any such advice or opinion will be so retained.

If we retain a copy of any advice or opinion in this manner we will take all reasonable steps to conceal information (such as names, addresses or descriptions) which might reasonably enable you to be identified.

10. Joint Instructions

Where we agree to work on a Matter for more than one client jointly, the rights and obligations of the joint clients to us in relation to the Services will be several (save for obligations to pay money to us, which will be joint and several).

Each joint client irrevocably permits us to disclose to any other of the joint clients at any time any information which we would otherwise be prohibited from so disclosing by virtue of our duty of confidentiality. If any joint client ends this permission during the provision of the relevant Services, or if a conflict of interest otherwise arises between joint clients, we may suspend or terminate the provision of Services related to that Matter to one or more of the joint clients.

If any joint client asks us to transfer documents we will deliver Your Documents to, or to the order of, the joint client who delivered them to us. We will retain any Documents Held For You and will supply copies to each joint client, making the originals available at one of our offices for inspection by any joint client on reasonable prior written notice.

11. Liability

11.1 Duty of Care

We will use reasonable skill and care in the provision of the Services. Where we make an assessment for you, either expressly or by implication, of the likely level of risk associated with different potential courses of action, you accept that such assessment is made relying only upon the information and documents then available to us and cannot, therefore, be definitive.

Accordingly, such an assessment should only be used as one element in the making of any practical or commercial decision. You accept that the magnitude or acceptability of a risk is a matter for you.

11.2 Third Parties

The Services are provided to and for the benefit of you as our client and you alone. No other person may use or rely upon the Services nor derive any rights or benefits from them. The provisions of the Contracts (Rights of Third Parties) Act 1999 are to that extent excluded.

BG Solicitors LLP alone will provide the Services and you agree that you will not bring any claim whether in contract, tort, under statute or otherwise against any Partner, or any consultant to, or employee or agent of BG Solicitors LLP or any service company owned or controlled by or on behalf of any of the Partners and those Partners, consultants, employees and agents shall be entitled to rely on the terms of this agreement insofar as they limit their liability.

11.3 Drafts

Where we provide draft or provisional advice or other materials, that advice or those materials are not to be relied upon as constituting our final view.

11.4 Current Law

The Services are provided in accordance with professional practice requirements and the proper interpretation of the law, as each exists on the date on which the relevant Service is provided. If there is any change in such

requirements or the law, or their interpretation, after the relevant Matter has been concluded (or before that time but which could not reasonably be known by us at that time), we have no responsibility to notify you of, or of the consequence of, the change.

11.5 Communication

We shall communicate with you at the postal and email addresses and the telephone and fax numbers which you publish unless you ask us to use other addresses and numbers.

You will notify us if you regard any communications from us as particularly confidential and the means by which you require us to make such communications and we shall have no liability to you arising out of your failure to notify us.

Subject to any notification you may make to us under the previous paragraph, we shall not be required to encrypt, password-protect or digitally sign any email, or attachment, sent by us. We shall not be responsible for any loss or damage arising from the unauthorised interception, re-direction, copying or reading of emails, including any attachments.

We shall not be responsible for the effect on any hardware or software (or any loss or damage arising from any such effect) of any emails or attachment which may be transmitted by us (save to the extent caused by our negligence or wilful default).

11.6 Deadlines

We will try to meet any deadlines we agree with you for the performance of any Services but, unless we agree otherwise in writing in relation to any time, date or period for delivery or performance by us, time shall not be of the essence.

12. Proportionate Liability

If you accept or have accepted any express exclusion and/or limitation from any of your other professional advisors, our total liability to you arising out of the Services will not exceed the net aggregate of the amount for which we would otherwise have been liable after deducting any amount which we would have been entitled to recover from such advisor as a matter of law whether pursuant to statute or otherwise, but are prevented from doing so as a result of any such exclusion and/or limitation of liability.

13. Exclusion

We shall not be liable for:

- (a) any loss, damage, cost or expense arising from any breach by you of your agreement with us or any act or omission of any other person; or
- (b) any advice or document subject to the laws of a jurisdiction outside England and Wales; or
- (c) any advice or opinion given to you by any third party (whether or not nominated or recommended by us); or
- (d) any loss of any kind (whether directly or indirectly) arising from steps taken by this firm in accordance with its obligations under the Proceeds of Crime Act 2002, The Terrorism Act 2000 or the Money Laundering, Terrorist Financing and Transfer of Funds (Information on the Payer) Regulations 2017 (as amended where appropriate).

14. Loss of Profit

We shall not be liable for any indirect loss or damage or any loss of profit, income, production or accruals arising in any circumstances whatsoever, whether in contract, tort, under

statute or otherwise, and howsoever caused (including but not limited to our negligence or non-performance).

15. Limitation

The aggregate liability of BG Solicitors LLP and any service company owned or controlled by or on behalf of any of the Partners, and of all Partners, consultants to and employees and agents of BG Solicitors LLP in any circumstances whatsoever, whether in contract, tort, under statute or otherwise, and howsoever caused (including but not limited to our negligence or non-performance), for loss or damage arising from or in connection with the Services provided shall, in relation to each Matter, be limited to the sum specified in the Engagement Letter, or if no sum is specified, the sum of £7 million.

We shall have no liability to you arising out of our statutory reporting obligations under the Proceeds of Crime Act 2002 or the Money Laundering, Terrorist financing and Transfer of Funds (Information on Payer) Act 2017.

16. Exceptions

Nothing in this agreement exempts us from liability arising from our fraud or reckless disregard of our professional obligations; or from our negligence resulting in death or personal injury; or where, in the case of a contentious business agreement, law or regulation prohibits the exclusion of such liability.

17. Termination

17.1 Completion of Services

An agreement between you and us for the provision of defined Services ends on the completion of the provision of those Services. An open-ended agreement for the provision of Services ends six months after the last date on which we provided Services to you. Unless new or different terms are agreed, our acceptance of

instructions to perform Services for you subsequent to the ending of any agreement gives rise, from the time of acceptance of the instructions, to a new agreement on these terms. If we provide you free of charge with any seminar, information, or other document after the ending of an agreement such provision does not give rise to a new agreement.

17.2 Early Termination

Either you or we may terminate the provision of all or any of the relevant Services at any time by giving written notice to the other. We will not do this without good and substantial reason, such as:

- The threat or risk of violence, injury or other danger to the physical, psychological or moral well-being of any of our personnel; or
- The discovery of a conflict of interest; or
- Your requesting us to break the law or any professional requirement; or
- The relationship of trust and confidence necessary between solicitor and client ceasing to exist between us; or
- Your failure to pay us any amount due, or money on account requested; or
- Your insolvency; or
- Your failure to give us adequate instructions; or
- Our being forbidden to act by the National Crime Agency; or
- Our reasonable belief that our continuing to represent you may cause damage to the professional or personal reputation of our firm or any of its personnel; or
- Any other breach by you of these terms.
- Your unreasonable refusal to accept or agree to follow our best advice.

17.3 Rights on Early Termination

On early termination, by either you or us, you will remain liable to pay all fees and expenses incurred before termination and due under our contract or due on the basis of the time spent at our usual hourly rates, whichever is the lower, together with any further fees and expenses for work necessary to transfer our files to another advisor of your choice. All our rights set out in these terms shall continue to apply even if we terminate the agreement.

18. General

18.1 Financial Services and Insurance Mediation

When we provide Services to you we are acting as your legal advisor. We are not authorised by the Financial Conduct Authority under the Financial Services Act 2012. Where we provide Services to you in relation to a matter which involves or relates to an investment, those Services may involve us carrying on regulated investment activities. We can undertake those activities, but only on a limited basis where an exemption to that Act applies, including where those activities are closely linked to legal work we do for you.

Nothing that we say or do should be taken as advice on the merits of any investment activity (whether under the Financial Services Act 2012 or otherwise). No communication from us will constitute or should be regarded as an invitation or inducement to engage in any investment transaction or other activity or to exercise any rights conferred by any investment.

You are solely responsible for any decision you take to negotiate or enter into a proposed transaction and should do so based on your own assessment of its merits and risks. If you are in doubt over any of these matters you should seek advice from an appropriately qualified financial advisor.

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 the arrangements for complaints or redress if something goes wrong, is regulated by The Law Society of England and Wales. The register can be accessed via the Financial Conduct Authority website at www.fca.org.uk/register.

The Law Society has delegated responsibility for regulation and complaints to the Solicitors Regulation Authority ("SRA"). The SRA is the

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| <p>independent regulatory body of The Law Society and the Legal Ombudsman is the independent complaints handling service.</p> | <p>of such termination but you shall remain liable to pay all fees and expenses incurred before termination as provided in paragraph 17.3.</p> |
| <p>18.2 The Proceeds of Crime Act 2002</p> <p>We may require you to provide evidence of your identity or the identity of other connected parties so that we may comply with our obligations under the Proceeds of Crime Act 2002 (POCA).</p> <p>Under the provisions of POCA, we may be required to make a report to the relevant authorities if at any time we become aware of or suspect (whether from you or any other person) the existence of the proceeds of crime in relation to any Services on which we are engaged. Our obligation to make such report will, in certain circumstances, override our duty of solicitor/client confidentiality and we may not be permitted to inform you whether or not we have made, or might intend to make, such a report.</p> <p>We may terminate the provision of any Services to you, or be instructed to do so by the relevant authorities, if you fail to comply with your obligation to provide evidence of identity or we suspect that you or any other party connected with you or with the Matter is involved in activities proscribed by POCA. You will remain liable for our fees up to the date of termination.</p> | <p>18.4 Severability</p> <p>Each of these terms shall be severable and distinct from the others, and if any term is held to be illegal, invalid or unenforceable, in whole or in part, the remaining terms shall not be affected.</p> <p>18.5 Equal Treatment</p> <p>Consistent with our internal policies and procedures, we will not discriminate in the way we provide our Services on the grounds of race, colour, religion, nationality, ethnic origin, sexual orientation, gender, age, disability or marital status.</p> <p>18.6 In accordance with the Data Protection Act 1998 we must advise you that your personal data will be held on our database. We may, from time to time, access this data to send you information which we believe may be of interest to you.</p> <p>19. Dispute Resolution</p> |
| <p>18.3 Force Majeure</p> <p>Neither you nor we shall be liable for any failure to perform, or delay in performing, any obligations (other than payment and indemnity obligations) if and to the extent that the failure or delay is caused by Force Majeure and the time for performance of the obligation, the performance of which is affected by Force Majeure, shall be extended accordingly.</p> <p>If the party claiming relief under this paragraph is prevented by Force Majeure from wholly or substantially performing its obligations under any agreement for a continuous period of more than 28 days the other party shall be entitled to terminate that agreement immediately by notice to the party claiming relief under this paragraph. Neither party shall be liable to the other because</p> | <p>19.1 Scope</p> <p>Subject to paragraphs 19.4 and 19.5, all claims, complaints and disputes arising out of or in connection with the Services ("Dispute") will be resolved pursuant to this paragraph.</p> <p>19.2 Complaints Procedure</p> <p>All complaints including complaints about bills will be resolved in accordance with the Complaints Procedure in force at the time at which a complaint is made. A copy of our Complaints Procedure is available on request.</p> <p>19.3 Mediation</p> |

If and to the extent that any Dispute has not been resolved under paragraph 19.2 it will be referred to mediation by a sole mediator agreed by us and you or, in default of agreement, appointed by The Centre for Effective Dispute Resolution.

19.4 Exclusions

We shall not be obliged to comply with Paragraph 19 in relation to any Dispute in which we seek:

- (a) An order or award (whether interim or final) restraining you from doing any act or compelling you to do any act; or
- (b) A judgment or award for a liquidated sum to which there is no arguable defence (provided that the exceptions shall cease to apply and the Dispute may be referred to arbitration on the application of either party if the Court decides that you should have permission to defend the claim); or
- (c) The enforcement of any agreement reached or any binding order, award, determination or decision made pursuant to paragraph 19,

nor shall anything in this paragraph inhibit us at any time from serving any form of demand or notice or from commencing or continuing with any bankruptcy, winding-up or other insolvency proceedings.

19.5 Regulator

Nothing in paragraph 19 shall prevent you at any time from referring any matter to the body or bodies for the time being charged with the regulation of solicitors.

20. Law and Jurisdiction

The terms on which we provide Services to you are governed by, and shall be construed in accordance with, English law. You and we each agree to submit to the exclusive jurisdiction of the English courts, provided that we may in our sole and unfettered discretion commence proceedings against you in any other court

21. Defined Terms

In these terms of business:

BG Solicitors LLP means the Partners from time to time practising as BG Solicitors LLP (with or without any suffix names) and any successor practice and any service company owned or controlled by or on behalf of BG Solicitors LLP or any one of the Partners;

Associated Entities means (where you are a body corporate) your shareholders, directors (as individuals not acting together as the Board), officers and employees, subsidiaries, parent companies, and subsidiaries of parent companies, and (where you are a trade association) your individual members;

Credit Period means the period of fourteen days from the date of our invoice for our fees and/or expenses;

Documents means Documents Held For You, Our Documents and Your Documents;

Documents Held For You means documents we create or receive on your behalf (including communication from or with third parties, notes of conversations and meetings, draft and final documents, and instructions to and opinions of barristers);

Engagement Letter means, in relation to any Matter, this letter (or other agreement) recording the basis of our engagement;

Force Majeure means any circumstance beyond the reasonable control of the party affected by it and includes telecommunications failure, power supply failure, terrorism, fuel strikes, severe weather, computer breakdown, failure of suppliers to meet delivery requirements, industrial disputes and absence of personnel due to illness or injury.

Internally Provided Services means ancillary services (including but not limited to photocopying, document scanning and catering) supplied by us for which you will be liable to pay. A list of Internally Provided Services and our current charges in respect of them is available on request.

Matter means any specific transaction, dispute or issue in relation to which you ask us to provide Services whether or not it has been defined in an Engagement Letter or other agreement;

Our Documents means documents (other than Documents Held for You) which we create or receive for our benefit (including copies of our letters to you, your letters to us, notes of telephone conversations and meetings with you for which we have not charged you, and our preliminary drafts, research materials and internal notes);

Partner means a Partner of BG Solicitors LLP;

Services means all services we provide to you in relation to the relevant Matter;

We, us, and our, means or refers to BG Solicitors LLP;

You includes the addressee of the relevant Engagement Letter and any other person identified in the Engagement Letter as our client and "your" shall have a cognate meaning.

Your Documents means documents which you give or lend to us to enable us to provide Services;

22. Provisions relating to Litigation and other work in relation to disputes

This paragraph contains further contractual provisions and important information which we are professionally obliged to give you where the matter relates to litigation or the resolution of disputes by other means

(including a non-contentious Matter which become contentious, or gives rise to further instructions on a contentious Matter).

22.1 Costs Risk

In litigation, the Court may decide to order one party to pay the costs of the other. The Court usually orders the unsuccessful party to pay all or a part of the successful party's costs although there is no certainty about this. The successful party usually recovers a proportion of its costs from the unsuccessful party although there is no certainty about this. You should be aware that:

- (a) If you make an interim application to Court which does not succeed you may have to pay the other side's costs, usually within two weeks.
- (b) If you lose the case you may have to pay the other side's costs and it is not usually possible for you to withdraw from the case without dealing with the issue of those costs.
- (c) Costs awarded have to be proportionate to the value of the dispute and, in the ordinary course, recovered costs rarely exceed 60-70% of actual expenditure.
- (d) You will still be liable to pay our invoices in full even if the other party fails to pay the costs awarded to you by the Court.

(e) Issues which the Court may take into account in assessing the costs payable or recoverable include:

- (i) efforts made before and during the proceedings to try and resolve the dispute, including the appropriate use of mediation and other alternative dispute resolution procedures;
- (ii) the effects of payments into court and offers of settlement;
- (iii) the complexity and size of the Matter and the difficulty or novelty of the questions raised;
- (iv) the skill, effort, specialised knowledge and responsibility involved;
- (v) the time spent;
- (vi) the place and circumstances in which the work was done.

If the other side is or becomes legally aided it is highly unlikely that you will recover your costs even if you are successful.

If you are unsuccessful, or the court so orders for some other reason, you may be ordered to pay the other side's costs. We will discuss with you whether the likely outcome will justify the expense/risk.

22.2 Funding

Legal expenses insurance may be included in your contracts of insurance and you should check your policies to see if you are covered. Your policy may cover your costs and/or your liability to pay the other side's costs. If you believe you are covered, please discuss this with

us so that we can assist you in notifying your insurer. If you do not have legal expenses insurance, you may be able to purchase insurance to cover you in the event that you have to pay the other side's costs.

A conditional fee agreement is an agreement whereby we would be entitled to charge you an increased fee if you were successful, and would charge you no fee or a reduced fee, if you were not successful. You might be able to take out an insurance policy to cover you in the event that you were ordered to pay the other side's costs. You would usually be able to recover this insurance premium and any sums you paid to us from the other side if you were successful. Not all Matters are suitable for this type of conditional fee arrangement but we are happy to discuss this further with you at your request.

22.3 If we agree to provide advocacy services at a full trial of a case the daily fee will be no less than the maximum prescribed fee allowed for a trial of that value.

22.4 In claims arising from a road traffic accident where an agreement has been reached without the need to issue court proceedings for damages not exceeding £25,000 including damages for personal injury and / or damage to property, we shall be entitled to recover the fixed costs allowed according to Part 45 of the Civil Procedure Rules.

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