

TERMS AND CONDITIONS OF BUSINESS

The purpose of this important document is to explain to you the general terms on which we are willing to provide legal services to you.

Introduction

- 1.1. In-House Legal is a limited company authorised and regulated by the Solicitors Regulation Authority under number 8001695. Our Company Number is 11837248.
- 1.2. In these Terms of Business all first-person terms such as 'we', 'us' and 'our' refer to In-House Legal and not to any Director or Employee personally or to any combination of Directors or Employees collectively. The terms 'you' and 'your' refer to our client. By entering into this Agreement, you are entering into a contract with In-House Legal and not with any Director or Employee personally or with any combination of Directors or Employees collectively.
- 1.3. We are bound by various professional rules of conduct which can be viewed at www.sra.org.uk or by writing to 'Solicitors Regulation Authority, The Cube, 199 Wharfside Street, Birmingham, B1 1RN' or calling the Solicitors Regulation Authority's contact centre on 0870 606 2555 (inside the UK), 09.00 to 17.00, Monday to Friday.
- 1.4. The SRA Indemnity Insurance Rules 2011 require us to take out and maintain professional indemnity insurance with Qualifying Insurers. Information about the compulsory layer of professional indemnity insurance we carry, including the contact details of our insurers and the territorial coverage of our insurance, is available in hard copy at our offices.
- 1.5. These Terms of Business may not be varied unless agreed in writing and signed by a Director. They should be read in conjunction with our Client Care Letter which sets out the basis on which we act for you and any documents referred to in that letter. Together these form the 'Agreement' between us relating to each matter on which we advise you.
- 1.6. These terms, including the limits on our liability, shall apply to all work done by us for you (and any work to be done in the future) unless we otherwise notify you in writing.
- 1.7. If any term of this agreement is inconsistent with our legal obligations under the relevant laws, then the relevant laws shall apply instead of those terms.
- 1.8. Place and Hours of Business. In-House Legal has one office at 4 Old Park Lane, Mayfair, London, W1K 1QW. Our office is open Monday to Friday between 9.00am and 5pm. Appointments can be arranged outside of these hours if necessary, by prior arrangement. Prior appointments are essential and if you attend without a pre-arranged appointment, we may not be able to see you.

Equality and Diversity

- 2.1 This Company is committed to promoting equality and diversity in all of its dealings with clients, third parties and employees and is required to produce a written equality and diversity policy. Please contact us if you would like us to send you a copy.

Money Laundering

- 3.1 Proof of Identity
In order to comply with the law on money laundering we need to obtain evidence of your identity as soon as practicable. We should be grateful therefore if you would provide us with documents to verify your identity and address when requested.
- 3.2 Confidentiality
Solicitors are under a professional and legal obligation to keep the affairs of our clients confidential. This obligation, however, is subject to a statutory exception: Recent legislation on money laundering and terrorist financing has placed Solicitors under a legal duty in certain circumstances to disclose information to the National Crime Agency (NCA). Where a Solicitor knows or suspects that a transaction on behalf

of a client involves money laundering the Solicitor may be required to make a money laundering disclosure. If this happens, we may not be able to inform you that a disclosure has been made or the reasons for it.

3.3 Cash

The Company's policy is to only accept cash up to £500.00 in any 28-day period. We may accept cash payments exceeding this amount where it is for payment of costs only. If a client circumvents this policy by depositing cash direct with our bank, we reserve the right to charge for any additional checks we consider necessary regarding the source of the funds.

Data Protection

4.1 How we use your data

We are registered as a Data Controller with the Information Commissioners Office. We will use the information that you give us to provide you with legal services, as per your instructions. We will keep your information confidential and will only use it for the purpose for which it was provided or as is permitted in law (i.e. for dealing with complaints or regulatory investigations).

4.2 Outsourcing of Work

Sometimes it is necessary for us to outsource work, for example the maintenance and support of our IT systems, completion of due diligence by a third party organisation, the use of expert cost draftsmen in relation to litigation costs. If this happens, we will have confidentiality and data protections agreements with our suppliers to protect against any breach of confidentiality.

4.3 Sharing information

We may have to share some or all of your information with other third parties. This may include barristers, experts and other third parties who we need to instruct to assist us with your matter. We may also have to share information with the Legal Ombudsman (if you complain about our services) and the Solicitors Regulation Authority (the statutory body that regulates solicitors). In doing so we will always take care to ensure that your information remains confidential and safe. We will liaise with you during your case about which experts, barristers and other third parties we instruct on your behalf.

4.4 Your Rights

You have rights under the General Data Protection Regulation and Data Protection Act 2018 and these include the right to be informed what information we hold about you. However, it is obviously likely that you will have provided us with such information as we hold. If you believe that the information we hold is wrong or out of date, please let us know and we will update it. The person in this firm responsible for data protection is our Data Protection Officer, Farida Dar, and enquires and requests can be sent to her by telephone 020 7 7788 7878, by emailing Farida@In-HouseLegal.com or in writing to 4 Old Park Lane, Mayfair, London, W1K 1QW.

4.5 How long will we hold your data?

We will only hold your information for as long as necessary to provide you with legal services and then for only so long as we are required either contractually or under our regulatory obligations. This will generally be 6 years after the end of your matter. After this time, we will confidentially destroy all information that we hold about you (in accordance with the clauses below relating to storage and retrieval) other than your name, address and date of birth which we will be obliged to continue to hold for the purposes of ensuring that we never act for another client where doing so would conflict with our obligations of confidentiality to you.

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which increase the level of risk or we otherwise consider it appropriate to do so.

Distance Selling Regulations

5.1 If you are an individual consumer (and not a business entity) and we have not met with you, the Consumer Protection (Distance Selling) Regulations 2000 and the Consumer Protection (Distance Selling) (Amendment) Regulations 2005 will apply to our agreement. By accepting these terms of business, you agree that you would like our service to start before the end of the usual cancellation period and you agree that your cancellation rights shall end as soon as we commence work on your matter.

Email Communications

6.1 If you have the necessary facilities, we will sometimes use Email for communication with you unless you tell us not to.

There are some specific points of which you should be aware:

- i. Communications over the Internet are not completely secure. You will have to guide us as to what should or should not be sent over the Internet.
- ii. Viruses or other harmful devices may be spread over the Internet. We take reasonable precautions to prevent these problems by use of a firewall and virus checking software. If we are to communicate by Email, it is on the basis that you will do likewise.

Cybercrime and Email Fraud

7.1 Confirmation of our bank details

Our bank account details will be confirmed to you at the outset of the matter. We will not be changing our bank account details during the course of dealing with your matter.

It is very important that you are aware that we will not notify you of changes to our bank account details by email. We will only notify you of changes to important business information, including bank account details, in official correspondence which will be sent by postal mail. If you ever receive any other communication purporting to come from us and which purports to change our bank account details or to request that you send funds to another account, please do not rely on this and immediately contact the person at this firm handling your matter by telephone. Even if the request appears to have come from us, you must never send funds to another account unless you have verified this with us.

We cannot take any responsibility for any losses where funds are transferred to other accounts that have not been verified by us.

7.2 Sending funds to our bank account(s)

Prior to transferring any funds to our account, we recommend you contact us to verify our account details. Wherever possible, you should contact the person at this firm handling your matter by telephone.

7.3 Our firm sending funds to you

We may not agree to send any funds to you unless it is to a pre-agreed bank account which we have verified.

You must take care to protect your own data and bank account details. Confirming your bank details by email should be avoided.

For all new matters, we will contact you by telephone to verify your bank account details, prior to our sending funds to you. We are sorry if this causes any delay to the processing of payments, but we do consider that these steps are necessary to help protect you and your money from fraud.

If you are a long-standing client of the firm and/or a client to whom we have previously transferred funds and your bank account details have not changed, we will rely on our previous transactions rather than contact you via telephone for verification unless circumstances exist

Introductions and Referrals

8.1 Where we have a relationship with a third party for example an introducer, fee sharer or funder, we will disclose the fact and its ramifications to you.

Fees

9.1 Fixed Fee Services

Where our Client Care Letter states that we are charging on a fixed fee basis, additional services may be provided on request and (unless otherwise agreed by us in writing) will be charged at our standard hourly rates as set out in our Client Care Letter plus expenses (if any) and VAT.

9.2 Hourly Rate Services

Where our Client Care Letter states that we are charging on an hourly basis, the hourly rate varies according to the experience and expertise of the person dealing with the matter. The rates which apply to each matter are set out in our Client Care Letter.

The time spent on your matter for which you will be charged includes meetings with you and others, travelling, waiting, researching and considering, writing and receiving correspondence, making and receiving telephone calls, preparing and working on documents, and making file notes.

The time spent on your matter is recorded as units of 6 minutes, except for considering incoming letters, which is recorded as units of 3 minutes. Therefore, this is the minimum amount of time we will charge for any piece of work undertaken on your matter.

In addition to the time spent, we may take into account a number of factors including any need to carry out work outside our normal office hours, the complexity of the issues, the speed at which action has to be taken and any particular specialist expertise that the case may demand. It is not always possible to indicate how these aspects may arise but on present information we would expect them to be sufficiently taken into account in the rates that we have quoted. Where a charge reflecting any value element is to be added, we will explain this to you.

Once a year, we review our hourly rates. We will notify you in writing of any increase.

We are VAT registered and we will add VAT to our fees at the rate that applies when the work is done.

9.3 All Services

All expenses which we incur in working on your matter will be payable by you in addition to our fees. Examples of these expenses include fees charged by experts, agents, couriers and barristers, court fees, travel expenses and subsistence, faxes, international telephone calls, use of on-line databases and telegraphic transfer fees. In addition, we may also charge you for photocopying and other document production at a rate of not more than 10p per page. If we are VAT registered, we will add VAT to any expenses at the rate that applies when the expense is incurred.

We will usually submit bills monthly but may choose to submit bills at other intervals during the course of working on your matter. We may also submit a bill on or at any time after conclusion of the matter or at the end of this Agreement. Our bills are payable when they are submitted to you. All bills, whenever they are submitted, will be for final bills for the period to which they relate but this does not prevent us from invoicing you for expenses for that period on a subsequent bill.

We may also ask you at any time to pay money in advance of any fees and expenses being incurred by us (known as 'payment on account'). If we ask you to make a payment on account, we will not be obliged to undertake any further work on your matter until you have made that payment (and if you do not make the payment, we may cease acting for you).

Where we decide to extend credit to you by carrying out urgent work on your matter after the money you have paid on account has all been used,

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you agree to remain liable for our fees regardless of whether or not we give you advance notification that we are going to extend credit to you. It is your responsibility to tell us when first instructing us if you have any form of insurance cover (such as legal expenses insurance) that you think will pay our fees. You must also tell us when first instructing us if there is a third party who may pay our fees. If a third party agrees to pay all or part of our bills, you will remain responsible to us for payment until those bills have been paid in full.

If we are advising more than one person (usually individuals, companies or other entities) we will, unless otherwise agreed by us in writing, act for those persons jointly and severally. If we are asked to deliver bills only to one person, those bills will nevertheless be payable in full by all other persons we act for under this agreement.

If you are instructing us jointly in relation to any matter it is your responsibility to tell us at the outset of the Agreement if you require more than one person to give us instructions in relation to that matter. Otherwise, we will accept instructions from any one person and will not be responsible to any other person for any losses they may suffer as a result.

If you are a company or other commercial entity it is your responsibility to tell us at the outset of the Agreement if you require more than one Director (or equivalent) to give us instructions.

If we do not receive prompt payment of any bill, then:

- i. We may charge you interest (on a daily basis) on the unpaid element of the bill at the rate payable on judgment debts from the date of the bill until payment, unless it is determined that you do not have to pay that element;
- ii. We may refuse to undertake any further work for you (whether in respect of the matter to which the bill relates or any other matter on which we are acting for you) until that bill is paid and/or we may stop acting for you; and
- iii. We may retain any papers or documents belonging to you, together with our own records.

If you have any queries in respect of any element of a bill, you should still promptly pay all other elements of the bill.

Where we hold money for you, whether because you have made a payment on account or we otherwise receive funds on your behalf, we may use this money toward payment of our bills. We will always advise you when this is being done. If we take any security for our fees, whether from you or any third party, this shall not affect any rights we have (or which we may have) to retain your papers.

If you wish to make a complaint about one of our bills, you may do so by using the firm's Complaints Procedure (copy available on request). You may also have a right to object to a bill by making a complaint to the Legal Ombudsman and/or applying to the court for an assessment of the bill under part III of the Solicitors Act (1974). The contact details for the Legal Ombudsman can be found in the section relating to 'Client Satisfaction'.

Payment of Commission

- 10.1 We will account to you for any commission more than £20.00 unless we have your permission to keep it. If we receive commission as a result of investment business, we will always obtain your express instructions.

Client Money

- 11.1 In-House Legal does not hold Client Money. Any disbursements will be paid directly to the Client to the Third Party.

Excluded Advice

- 12.1 We do not advise on the laws and regulations in jurisdictions other than the Republic of Ireland, England & Wales (which for these purposes includes the law of the European Union as applied in England & Wales) and the Republic of Ireland.

- 12.2 We will not give tax advice and so when appropriate we will direct your attention to the need for tax advice from an appropriate expert.

Confidentiality

- 13.1 Occasionally we may be required to produce all or part of a file to external assessors, consultants or suppliers as part of an audit or quality check. For example, by the Legal Aid Agency in relation to publicly funded work, our accountants, our bankers, referrers based on their terms of engagement or consultants. Unless we receive a specific objection from you, we will assume your consent to this, failing which we may not be able to work for you.

Termination of Instructions

- 14.1 We can terminate your instructions on giving reasonable notice if we have a good cause for example if you fail to give clear and/or prompt instructions or you have failed to pay a bill or a request for a payment on account or if you behave in an inappropriate manner towards a member of staff. If this happens, we will notify you and give reasons where we can.
- 14.2 We are entitled to retain your file in respect of unpaid fees.
- 14.3 You can terminate instructions to us at any time, but we will exercise a lien in respect of unpaid fees. We are entitled to charge interest until our costs are paid.

Cancellation or Matter not concluded

- 15.1 Unless otherwise agreed in writing, our fees are payable whether or not a matter is successfully concluded. If any matter does not proceed to completion for any reason during the period in which we are instructed, then we will be entitled to charge for work done on an hourly basis plus expenses or by proportion of the agreed fee as set out above but, at its absolute discretion, we may waive part or all of such entitlement to fees.
- 15.2 If you terminate or request your matter to be cancelled the following refund percentages will be applied;
- 90% refund of professional fees paid where the matter was initiated after the new client onboarding process has completed.
 - 75% refund of professional fees paid where we have reached out to you with an initial request for documents.
 - 50% refund of professional fees paid where we have reviewed 1 or more documents following our request for initial documents.
 - 25% refund of professional fees paid where we have drafted application documents whether or not these were sent out for review and approval.
 - 0% refund of professional fees paid where we have commenced work on the application submission bundle.

Storage of Documents/Deeds

- 16.1 We will usually retain your file for six years after which time the file will be confidentially destroyed.
- 16.2 We do not charge for the storage of files, documents and deeds, but if you require us to retrieve a file or part of a file from storage, we will make an administration charge of between £25 to £75 plus VAT according to the size of the file, any copying required to be done and any other relevant considerations.

Client Satisfaction

- 17.1 We operate strict client care and quality policies and always aim to provide you with the highest level of legal expertise and to be available, approachable, understandable, prompt and courteous.
- 17.2 We will keep you informed about all important developments in your case and we will respond to your letters, emails and telephone calls promptly and efficiently.

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17.3 The majority of our clients are very happy with the service we provide them, but in the event that you have any cause for concern, including about a bill, then please be aware that you are entitled to make a complaint, and that you can do so by contacting our designated complaints handler, Farida Dar, who is a solicitor and a Director of this Company. We take all feedback from clients seriously and operate a Complaints Handling Procedure, a copy of which is available upon request.

17.4 We are usually able to deal with any concerns you have promptly and to your satisfaction, but if this is not the case, you will be able to make a complaint to the Legal Ombudsman provided you do so within one year of becoming aware of the problem or within six months of the end of our internal complaints procedure if you are still not satisfied with the outcome. The Legal Ombudsman does have discretion to extend these time scales. You should also be aware that, when your complaint relates to a bill, the Legal Ombudsman will not consider your complaint while your bill is being assessed by a court.

17.5 A complainant to the Legal Ombudsman must be one of the following:

- i. An individual;
- ii. A micro-enterprise as defined in European Recommendation 2003/361/EC of 6 May 2003 (broadly, an enterprise with fewer than 10 staff and a turnover or balance sheet value not exceeding €2 million);
- iii. A charity with an annual income less than £1 million;
- iv. A club, association or society with an annual income less than £1 million;
- v. A trustee of a trust with a net asset value less than £1 million; or a personal representative or the residuary beneficiaries of an estate where a person with a complaint died before referring it to the Legal Ombudsman.

17.6 If you are not, you should be aware that you can only obtain redress by using our Complaints Handling Procedure or by mediation or arbitration, or by taking action through the Courts.

Legal Ombudsman Contact Details:

Address: PO Box 6806, Wolverhampton, WV1 9WJ
Telephone: 0300 555 0333
Email: enquiries@legalombudsman.org.uk
Website: www.legalombudsman.org.uk

Joint Clients

18.1 If we are advising more than one person (usually individuals, companies or other entities) we will, unless otherwise agreed by us in writing, act for those persons jointly and severally. If we are asked to deliver bills only to one person, those bills will nevertheless be payable in full by all other persons we act for under this agreement.

18.2 If you are instructing us jointly in relation to any matter it is your responsibility to tell us at the outset of the Agreement if you require more than one person to give us instructions in relation to that matter. Otherwise, we will accept instructions from any one person and will not be responsible to any other person for any losses they may suffer as a result.

18.3 If you are a company or other commercial entity it is your responsibility to tell us at the outset of the Agreement if you require more than one Director (or equivalent) to give us instructions.

Rights of Third Parties

19.1 Except as stated otherwise, a person who is not a party to this agreement shall not be entitled to enforce any of its terms.

Limited Liability

20.1 We have considered the extent of our liability to you in respect of the professional services we are providing. Having considered both your circumstances and our own you accept that our aggregate liability shall not exceed £3,000,000.00.

We acknowledge the limit in respect of our liability will not apply to any acts, omissions or any representations that are in any way criminal, dishonest or fraudulent on the part of the Company, its Directors or employees.

Applicable Law, etc.

21.1 These terms and our Client Care Letter shall be governed by and interpreted in accordance with the law of England & Wales. Any disputes or claims concerning this agreement and any matters arising from it shall be dealt with only by the courts of England and Wales.

If we or you do not enforce our respective rights under this agreement at any time it will not prevent either us or you from doing so later.

If any provision of this agreement is found by any court or administrative body of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability shall not affect the other provisions of this agreement which shall remain in full force and effect.

Acceptance of these terms

22.1 Please retain for future reference this important document together with letters and other documents we send to you. If you do not return the client confirmation we have sent to you to sign, we will regard any further instructions received as your acceptance of our Terms and Conditions of Business.

