

CHAFES HAGUE LAMBERT LLP

TERMS OF BUSINESS

1 Definitions and Introduction

1.1 In these terms:

“Engagement” means the services we are to provide to you as set out the Engagement Letter;

“Engagement Letter” means the letter or email to which these terms are attached;

the expressions “the LLP”, “we”, “us” or “our” refer to Chafes Hague Lambert LLP, a limited liability partnership registered in England and Wales with registered number OC336010 and VAT number GB 157 3073 67 whose registered office is at 22 Church Street, Wilmslow, Cheshire SK9 1AU. A list of members of the LLP is available from our registered office.

1.2 The term “partner” in these terms, the Engagement Letter and generally in our dealings and correspondence denotes a member of the LLP or an employee or consultant of the LLP with equivalent standing.

1.3 We are authorised and regulated by the Solicitors Regulation Authority (‘the SRA’) (SRA ID number 488476) and are subject to the SRA Standards and Regulations, which can be viewed at: www.sra.org.uk.

1.4 References in these terms to our Operations Manager are to Ellen Jackson who can be contacted by telephone (01663 743344), by e-mail (ellen.jackson@chlsolicitors.co.uk) or by post (21-23 Union Road, New Mills, High Peak SK22 3EL).

1.5 We maintain professional indemnity insurance in accordance with the rules of the SRA. The name and contact details of the participating insurer and the policy number are available on request from our Operations Manager.

2 General

2.1 These terms set out the basis upon which our services are provided, and are of general application.

2.2 The Engagement Letter sets out further specific terms which apply to the Engagement, including details of our fees, and should be read in conjunction with these terms. In the event of any inconsistency between the Engagement Letter and these terms, the Engagement Letter shall prevail.

2.3 The Engagement Letter includes a summary of your instructions and details of the scope of our retainer. We shall not be responsible for any failure to advise or comment on any matter which falls outside the scope of our retainer. Unless the Engagement Letter expressly states otherwise, our retainer does not include advising on any taxation or financial implications of the Engagement.

2.4 We will only be acting for you in connection with those matters detailed in the Engagement Letter. No third party shall be entitled to the benefit of, or to rely on, any advice given by us in respect of this matter.

2.5 The Engagement Letter and these terms shall apply to any further work we may be asked to carry out in connection with the Engagement, whether or not it is the subject of a supplemental Engagement Letter.

3 People responsible for your matter

3.1 The Engagement Letter sets out the name and status of the person with day-to-day responsibility for dealing with your matter and, if applicable, the name of the partner who will be responsible for the overall supervision of your matter. Where appropriate we will draw on the specialist knowledge of our other partners, consultants or employees.

4 Electronic Communication

- 4.1 We may use electronic communication with you and third parties unless you ask us not to. Our email is unencrypted and cannot be guaranteed to be completely secure or virus or error-free. Information may be lost, intercepted, corrupted, destroyed, delayed or incomplete or otherwise adversely affected. Unless you notify us otherwise in writing, you accept that these risks are outweighed by the benefits and you authorise the use of electronic communication.
- 4.2 Unless you have instructed us in writing not to communicate with you by email, we shall have no liability to you on any basis (whether in contract, tort (including negligence) or otherwise in respect of any error, omission, loss or other damage arising from or in connection with the electronic communication of information, including (without limitation) our acting on instructions which appear to come from you but in fact do not (for example via "spoofed" email including where your account has been hacked), unless we are negligent in doing so.

5 Cybercrime and fraud alert

- 5.1 We will never tell you of any changes to our bank details by email. Nor will we accept any notice of any changes to your bank details sent by email. If you receive an email that purports to come from us, providing different bank details to the details we previously supplied, then please call either the person dealing with your matter on the telephone number set out in our letter headed paper or the Operations Manager on 01663 743344 to confirm the details. Do not use any telephone number set out in the email, reply to the email or act on any information contained in it. We will not accept any responsibility if you make any payments to the wrong bank account.

6 Fees

- 6.1 Our fees are based primarily on the time we spend on your matter and the seniority and expertise of the person involved. Other factors may also be taken into account, including the

complexity and urgency of the matter and the value of any money or property involved. If your instructions mean that we have to work outside normal office hours, we reserve the right to increase the level of our fees.

- 6.2 Time is recorded in units of six minutes. We may round up time of less than six minutes to treat it as one unit. Time charged to you will include such things as meetings with you and others, preparing for meetings, considering and preparing documents, legal research, drafting, preparing and providing advice to you, correspondence (including electronic correspondence), making notes, making and receiving telephone calls and travelling and waiting.
- 6.3 Details of the hourly rates of the person dealing with your matter are set out in the Engagement Letter. Our rates are reviewed and increased from time to time and we will notify you of any changes.
- 6.4 All estimates or quotations given by us and all fees charged by us, including any fixed fees, are exclusive of VAT unless stated otherwise. VAT will be charged on our fees at the rate applicable at the time of invoicing.
- 6.5 If the Engagement Letter gives a written estimate of our fees in respect of your matter or if we have otherwise provided an estimate to you, the estimate is given only as a guide and is not a fixed price. Any estimate or any fixed price provided to you is on the assumption that the matter does not become unduly protracted and that no further significant work is required than that reasonably envisaged at the date the estimate or fixed price was given and is based on our knowledge of the matter as at that date. Should information come to light during the course of the Engagement which would have had an influence on our estimate or fixed price, we reserve the right to revise our estimate or fixed price or withdraw from the matter (in which case we will charge you for our fees, disbursements, expenses and VAT up to that date).
- 6.6 If we have agreed a fixed price with you and your matter is not completed then, unless we have agreed otherwise in

writing, we will charge a fee to cover the work which we have actually done for you (assessed on the basis of the amount of work undertaken), disbursements, expenses and VAT.

7 Disbursements and Expenses

7.1 By instructing us to act on your behalf you also authorise us to incur such disbursements and expenses as we consider necessary in order to carry out the work. These will be provided to you at cost. VAT will be charged as applicable on those disbursements and expenses. We will consult with you before incurring any significant disbursements and expenses.

7.2 We may incur on your behalf professional disbursements, such as counsel's fees and expert's fees, and other disbursements, as defined by the VAT regulations, such as court fees, registration fees, stamp duty, administration fees charged by your lender and fees for medical records.

7.3 We may incur on your behalf additional expenses, as defined by VAT regulations, such as courier fees, travel costs or the use of third parties to obtain information such as property searches.

7.4 We reserve the right to charge expenses such as travel, accommodation and meals incurred whilst travelling away from the office and also for photocopying costs incurred on your behalf.

7.5 We will also charge a fee, which will include our fees for administration and processing, for UK and/or foreign electronic bank transfers or the provision of bankers' drafts.

8 Billing and Payment

8.1 We may from, time to time, request payments on account of our fees, disbursements, expenses and VAT.

8.2 We shall be entitled to send interim invoices to you for our fees, disbursements, expenses and VAT while the work is in progress. We will send a final invoice to you following completion of your matter.

8.3 Payment is due to us upon delivery of our invoice, without any deduction, set-off or withholding by you unless otherwise permitted by law.

8.4 Interest is payable on our invoices at the Judgments Act rate of 8% per annum from time to time on any sums not paid within one calendar month of the date of delivery of the invoice. Such interest will be charged on a daily basis from that date to the date of payment by you, whether before or after any judgment.

8.5 If an invoice is overdue for payment or you do not provide funds on account as and when requested and existing funds are insufficient to cover anticipated work, we may suspend work on all or any matters on which we are instructed by you. We may retain all documents and papers belonging to you, irrespective of the matter to which they relate, until all outstanding amounts have been paid.

8.6 We are required to address our invoice to you. We may not address it to another party but may express it to be payable by another party. If we do then you will remain liable for paying our fees, disbursements, expenses and VAT even if you have entered into an agreement for another party to pay or share them.

8.7 If our instructions in respect of the Engagement are received from more than one party, each party for whom we are acting will be separately responsible for payment of the whole of our fees, disbursements, expenses and VAT and each party will be so responsible jointly.

8.8 We reserve the right not to accept any cash payments and we will not accept cash payments over the sum of £500.

8.9 We do not accept any payments in cryptocurrency, in any circumstances, and we will not make any payments in cryptocurrency.

9 Clients' money

9.1 Where we receive money from you, or on your behalf, which is to be applied on your behalf (including payments on account), it will (unless otherwise agreed with you in writing) be held in a general

client account which is subject to the strict provisions of the SRA Accounts Rules ("the Accounts Rules") which can be viewed at www.sra.org.uk.

- 9.2 We are required to account to clients for a fair sum of interest on money we hold on behalf of clients. The basis upon which we will assess whether any such interest is payable to you and, if so, the basis upon which we will calculate any such interest is set out in our Client Interest Policy, a copy of which can be viewed on our website at www.chlsolicitors.co.uk and is available on request from our Operations Manager. These terms incorporate our Client Interest Policy, which may be amended by us from time to time. We will only pay to you any interest which is payable in accordance with the terms of our Client Interest Policy or if we have specifically agreed, in writing, different arrangements with you, the interest payable under that arrangement. We hold client money on an instant access basis. Consequently, the level of interest earned is low.
- 9.3 Our Client Interest Policy includes the right for us to charge negative interest on to you if the base rate of the Bank of England falls below 0.01%. Negative interest will not be charged on to you if the total amount of negative interest calculated over the course of the matter is less than £50.
- 9.4 All interest paid to you under our Client Interest Policy will normally be paid without deduction of tax unless we indicate to the contrary. It is your responsibility to declare any gross interest received from us in an income tax return at your own expense and to pay the associated income tax charge.
- 9.5 Client money or assets held by us may be retained under a lien for full or part payment of our outstanding fees, disbursements, expenses and VAT, whether or not they relate to the particular matter or matters in respect of which it is held.
- 9.6 Where we make payment of money to you or to another person on your behalf it will usually be by cheque sent in the ordinary post or an electronic bank transfer. Whichever payment method is

used we do not accept any responsibility or liability for any losses arising in respect of any interception, appropriation, misuse or delay in receipt. Where we are making a bank transfer to a foreign bank the funds will be transferred in pound sterling (Great Britain Pound).

- 9.7 We shall not be responsible for any loss or damage arising from the insolvency or any other failure of any bank or other financial institution where client money is held and shall not be liable to repay to you, or otherwise liable in respect of, any money lost by you as a result of any such insolvency or other failure. If we make a claim under the Financial Services Compensation Scheme ("the Scheme") in respect of money which we hold for you, you agree that we may give certain information about you to the Scheme to help them identify amounts to which you are entitled in our client account.

10 Liability

- 10.1 Having regard to our interest in limiting the personal liability and exposure to litigation of our partners, consultants and employees, it is a fundamental term of the Engagement (subject to any statutory provision limiting our liability to do so), and you agree, that you will not bring any claim in respect of any loss or damage against any of our partners, consultants or employees. You further agree that any advice given to you by any partner, consultant or employee is given for and on behalf of the LLP and not in their individual capacity and that no personal duty is owed to you by any individual partner, consultant or employee of the LLP. You agree that each and every partner, consultant and employee of the LLP shall be entitled to the benefit of this provision under the Contracts (Rights of Third Parties) Act 1999.
- 10.2 We shall not be liable for any indirect or consequential loss or damage or any loss of profit, income, anticipated savings, production or accruals arising in any circumstances whatsoever, whether in contract, tort, negligence, for breach of statutory duty or otherwise, and howsoever caused.

- 10.3 Unless otherwise specified in the Engagement Letter, our aggregate liability for any losses, damages, costs and expenses incurred (including interest), directly or indirectly, by you or any third party as a result of or in connection with any breach of contract, breach of statutory or fiduciary duty or tort (including negligence) or any other act or omission on the part of the LLP or its partners, consultants or employees shall not exceed £10,000,000. This limit applies whether the mistake in question affects just one piece of work we carry out for you or several, so long as it is the same or a similar mistake. For the purposes of the overall limit, more than one mistake on a matter or transaction is considered as one mistake.
- 10.4 If we are jointly or jointly and severally liable to you with any other party for any loss or damage, we shall only be liable to pay to you the portion of such loss or damage which is found to be fair and reasonable due to our fault. We shall not be liable to pay to you the portion of such loss or damage which is due to the fault of any other party.
- 10.5 We shall not be liable for any loss or damage which is due to the provision to us of false, misleading, late or incomplete information or documentation or the deliberate withholding or concealment from us of material or relevant information.
- 10.6 We shall not be responsible for any act or omission of any person other than us. We shall not be liable in respect of any services or advice provided to you by any person other than us. We are not responsible for monitoring or notifying you of any post-completion dates or events once a matter has concluded.
- 10.7 Any answers provided to enquiries over the telephone or in meetings are provided on an informal basis. As these may involve an immediate answer to a complex issue in respect of which we may not have received full and accurate information, we shall have no liability to you for our answers unless they are confirmed in writing. You should neither act nor refrain from acting on the basis of such answers unless they are confirmed by us in writing.
- 10.8 Nothing in these terms shall exclude or limit any liability arising from fraud or dishonesty, any liability for death or personal injury caused by negligence or any other liability which by law cannot be excluded or limited.
- 10.9 It is agreed that each of the foregoing provisions of this clause 10 constitutes a separate and independent provision and/or limitation of liability and that the extent and application of each such provision and/or limitation is acknowledged by you to be reasonable for our protection in the circumstances of the Engagement but if any of the said foregoing provisions shall be adjudged by any court or authority of competent jurisdiction to be void or unenforceable, then the remaining provisions shall continue in full force and effect.
- 11 Confidentiality and Conflicts**
- 11.1 All information regarding you, your business and your affairs will be kept confidential at all times unless you instruct us to disclose information or unless disclosure is permitted in these terms or by law. We will only use such information for the purpose(s) for which it was provided to us and as is permitted in these terms or by law (including where we are dealing with complaints or regulatory investigations or where fraud, money laundering or other crime is or may be involved).
- 11.2 Subject always to ensuring that appropriate safeguards are in place to protect confidentiality, we may from time to time disclose such confidential information and any advice, certificate, report or opinion given by us to you or to any third party in connection with your affairs, to third parties for the purposes of our business, including but not limited to our accountants, our banks or building societies, the SRA, the Legal Ombudsman ('the LeO'), the Information Commissioner's Office ('the ICO'), external assessors or other advisers and our insurers for the purposes of our professional indemnity insurance renewal or in order to assist us to comply with the terms of our professional indemnity insurance cover. In each case any such disclosure will be in accordance with, and on the legal basis set out in, our Privacy Policy, a

copy of which can be viewed on our website at www.chlsolicitors.co.uk and is available on request from our Operations Manager.

- 11.3 We check for conflicts of interest before taking on matters. However, a conflict or potential conflict between you and another client of the LLP, or between you and the LLP, may arise during the course of a matter. If this situation arises, we will discuss the position and determine the appropriate course of action. In order to protect your interests, we may determine that we can no longer continue to act for you in respect of the matter. In such a case, we will charge you for our fees, disbursements, expenses and VAT up to that date.

12 Data Protection

- 12.1 The LLP is the controller of your personal data. We are registered as a Data Controller with the ICO.
- 12.2 We will use your personal data to carry out your instructions and perform services under the Engagement and for other related purposes including updating client records, management analysis, statutory returns and legal and regulatory compliance. All personal data is processed in accordance with our Privacy Policy. These terms incorporate our Privacy Policy, which may be amended by us from time to time.
- 12.3 We may share some or all of your personal data with third parties. This may include barristers, experts and other third parties who we need to instruct to assist us with your matter. We will liaise with you during your case about which experts, barristers and other third parties we instruct on your behalf. We may also share some or all of your personal data with the LeO, the SRA, the ICO, our accountants, our banks or building societies, external assessors or other advisers and our insurers. In doing so we will always take care to ensure that your personal data remains confidential and safe.
- 12.4 You have rights as a Data Subject under the General Data Protection Regulations and the Data Protection Act 2018 and these include the right to be informed

what information we hold about you, which is known as a subject access request (although obviously it is likely that you will have provided us with such information as we hold). You also have the right to request a copy of any information about you that we hold at any time and also to have that information corrected if it is inaccurate. You also have the right to complain to the ICO if you feel that your personal data is not being handled properly. Further information about your rights and how to exercise them is set out in our Privacy Policy.

- 12.5 For information on how your information is used, how we maintain the security of your information and to exercise your rights to access information we hold on you, please contact us. Similarly, if you believe that information we hold is wrong or out of date then please let us know and we will update it. The person in the LLP responsible for data protection is Craig O'Hara and enquiries and requests can be sent to him by email to craig.ohara@chlsolicitors.co.uk or by post to 22 Church Street, Wilmslow, Cheshire, SK9 1AU.

13 Anti-Money Laundering

- 13.1 We are subject to legislation intended to combat money laundering and terrorism ("the Money Laundering Legislation"). We are required to obtain satisfactory evidence of the identity and address of our clients and, where appropriate, of others from whom we receive instructions or owners or controllers, including beneficial owners. We therefore reserve the right to require you to provide such evidence to us.
- 13.2 To assist us in this process we reserve the right to use online identity checking services in accordance with our Privacy Policy. We are informed by our search providers that such an online search will leave a "soft" footprint on your credit file but will not affect your credit rating.
- 13.3 We reserve the right to request evidence of the source, application and ownership of any funds or property or wealth in order to comply with the Money Laundering Legislation.

- 13.4 Any personal data we receive from you for the purpose of preventing money laundering and/or terrorist financing will be used only for that purpose or with your express consent, or as permitted by the Money Laundering Legislation or under any other enactment, or as permitted in these terms and in accordance with our Privacy Policy.
- 13.5 We reserve the right to comply with the Money Laundering Legislation in all respects as we determine in good faith. We may report any matter to the relevant authorities where there are grounds for suspecting that proceeds of crime or funds in support of terrorism are involved or where we, in good faith, consider it necessary in respect of our obligations under the Money Laundering Legislation. This may, in certain instances, override our duty of confidentiality to you.
- 13.6 We may share some or all of your confidential information or personal data with our banks or building societies in order to comply with our contractual duties to them to assist them with complying with the Money Laundering Legislation. This may, in certain instances, override our duty of confidentiality to you.
- 13.7 Compliance with the Money Laundering Legislation may prohibit us from acting further on your matter (in which case we may cease to act for you and charge for our fees, disbursements, expenses and VAT up to that date), and we may be prohibited from informing you of this or any report we may make to the relevant authorities.
- 13.8 We shall not be responsible or liable for any loss, damage, costs or liability arising from our compliance with the Money Laundering Legislation, or with our contractual duties to assist our banks or building societies with their compliance with the Money Laundering Legislation, or any other statutory duty we have, or honestly believe we have, or ceasing to act for you or failure to carry out your instructions where we are, or reasonably believe we are, acting in compliance with our obligations under the Money Laundering Legislation.
- 13.9 You represent to us throughout the Engagement that you know of no matter upon which you ask us to advise or act which facilitates money laundering or supports terrorism.
- 14 Storage of Documents**
- 14.1 We will keep your files, papers and other documents which are left with us for not less than six years from the date of the final invoice relating to your matter or for such time as we are legally required to do so. After the six years or other relevant period we may destroy these files, papers and other documents without further reference to you. This does not apply to deeds, wills or other documents which you request us to keep in safe custody. Our Privacy Policy sets out further details about our retention of personal data.
- 14.2 If we retrieve documents from storage in relation to continuing or new instructions for us to act for you, we will not normally charge for such retrieval. However, we may make a charge based on the time spent producing stored documents, or copies of them, to you or another at your request and dealing with the associated correspondence. If we are required to take any action in relation to the retrieved documents, we may ask you to confirm that any personal data we have retrieved remains accurate and up to date, as part of our data protection duties.
- 15 Investments and Insurance**
- 15.1 We are not authorised by the Financial Conduct Authority ('the FCA'). However, we are included on the register maintained by the FCA so that we can carry on insurance distribution 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. The register can be accessed via the FCA website at www.fca.org.uk/firms/financial-services-register.
- 15.2 We might occasionally arrange insurance policies on behalf of our clients if this is necessary for the proper provision of our legal services. Although

we will take reasonable steps to ensure that any policy is suitable for your needs, it will not necessarily result in a fair analysis of the market because the provision of the insurance distribution service is secondary to the provision of our main service and there is no separate charge for the insurance distribution service. We only select products from a limited number of insurers but are not contractually obliged to conduct business this way.

- 15.3 The Law Society of England and Wales ('the Law Society') is a designated professional body for the purposes of the Financial Services and Markets Act 2000. The SRA is the independent regulatory arm of the Law Society. The LeO deals with complaints against lawyers. If you are unhappy with any investment or insurance advice you receive from us, you should raise your concerns with either the SRA or the LeO.

16 Termination

- 16.1 You may terminate your instructions by written notice to us at any time but we will be entitled to keep all your papers and documents, including any electronic documents, while there is any money owing to us for our fees, disbursements, expenses and/or VAT in respect of any matter on which you have instructed us.
- 16.2 We may decide to stop acting for you where we have good reason to do so, including (but not limited to) your failure to pay invoices in full by the due date or to make payments on account when so requested, where your instructions involve us being in breach of the law or the SRA Standards and Regulations and where you are or become a Designated Person under the UK sanctions regime. We will give you reasonable notice in such circumstances.
- 16.3 We will not tolerate any violent, threatening or abusive behaviour, whether verbally, physically or in writing, towards any of our employees, consultants or partners. If any such behaviour by you, or by any third party on your behalf, occurs then we reserve the right to take immediate action to protect our staff. This may include

imposing restrictions or controls on how we engage with you or may include us terminating your retainer and ceasing to act for you. Violence or threats of violence will also be reported to the police where appropriate.

- 16.4 If we stop acting for you for any reason, we shall invoice to you and you will pay our fees, disbursements, expenses and VAT up to that date. In the event of termination taking place at some point in a fixed fee matter, we will charge the relevant fee, at our otherwise applicable hourly rate for the relevant people, for the work up to the point of termination.

17 Complaints

- 17.1 We are committed to providing a high quality of service to our clients and to handling your work with professional skill, care and attention. If, however, you are not happy with any aspect of our service, or our invoices, please speak in the first instance to the person dealing with your matter. If that does not resolve the matter to your satisfaction or you would prefer to speak to someone else, please contact our Operations Manager. She will investigate the complaint or arrange for a person who has not handled the case to investigate the complaint and a response will be sent to you as soon as practicable.
- 17.2 We have a Complaints Procedure, a copy of which is available on our website at www.chlsolicitors.co.uk and on request from the Operations Manager, which may be amended by us from time to time. We will endeavour to deal with any complaint as soon as practicable. If we are unable to resolve your complaint to your satisfaction within eight weeks of receiving full details of your complaint, you may have the right to refer the issue to the LeO at PO Box 6167, Slough, SL1 0EH or by email to enquiries@legalombudsman.org.uk or by phone on 0300 555 0333. Normally, you will need to bring a complaint to the LeO within six months of receiving a final written response from us about your complaint. Ordinarily, you must refer your complaint to the LeO no later than one year from the act/omission complained of or one year from when you should reasonably have known

- there was cause for complaint. Please note that the LeO may consider complaints from prospective clients in certain circumstances but may decline to deal with complaints from certain types of prospective clients.
- 17.3 If you think a solicitor might be dishonest or you have concerns about their ethics or integrity, you also have the right to notify our regulator, the SRA. There are no time limits for making a report but there are limits on what the SRA will consider. Please note that the SRA is not able to deal with issues of poor service (complaints of this nature should instead be referred to the LeO). For further information about the SRA's role please visit their website at <https://www.sra.org.uk/consumers/>.
- 17.4 You may have a right to object to our invoices by making a complaint to the LeO or by applying to the Court for an assessment of the invoice under Part III of the Solicitors Act 1974. If you apply to the court, the LeO may decide not to deal with a complaint about the invoice. If all, or part, of our invoice remains unpaid, we shall be entitled to charge interest in accordance with paragraph 8.4 above.
- 18 Intellectual Property Rights**
- 18.1 All copyright and all other intellectual property rights in all documents, advice and other works which we generate for you in the course of the Engagement belong exclusively to us. You may only copy and use such documents, advice and other works for the purposes for which they were obtained and not otherwise.
- 19 Equality and Diversity**
- 19.1 We are committed to promoting equality and diversity in all of our dealings with clients, third parties and employees. Please contact our Operations Manager if you would like a copy of our Equality and Diversity Policy.
- 20 Third Party Rights**
- 20.1 It is agreed between us that save as expressly stated in these terms the Contracts (Rights of Third Parties) Act 1999 does not apply to the terms of the Engagement or any subsequent amendment to it.
- 21 Assignment**
- 21.1 Neither you nor we shall be entitled to assign the benefit or transfer the burden of these terms or the Engagement Letter to any other person.
- 22 Severability**
- 22.1 The invalidity or unenforceability of any of the provisions of these terms or the Engagement Letter shall not affect the rest of these terms or the Engagement Letter which shall continue to bind both you and us.
- 23 Entire Agreement**
- 23.1 These terms, the Engagement Letter, the Privacy Policy and the Client Interest Policy together constitute the entire agreement between us in respect of the Engagement. Neither you nor we may rely on any arrangement, understanding or agreement which is not expressly set out in these terms or the Engagement Letter. This does not, however, exclude the rights of either of us in respect of fraudulent misrepresentation.
- 23.2 These terms shall not be modified or varied except in writing signed by you and a partner on our behalf.
- 24 Governing Law and Jurisdiction**
- 24.1 These terms and our Engagement Letter and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with them or their subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.
- 24.2 You and we irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with these terms or our Engagement Letter or their subject matter or formation.