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# Terms of Business

## April 2025

### In this agreement:

- a. 'We' or 'us' refers to Browne Jacobson LLP.
- b. 'You' or 'your' refers to the client(s) identified in the engagement letter instructing us on a matter.

## 1 Introduction

### 1.1 About us

We are a limited liability partnership. Our registered number is OC306448.

Our registered office is Mowbray House, Castle Meadow Road, Nottingham, NG2 1BJ.

### 1.2 Terms

These terms apply to the services you have asked us to provide.

We will provide our services in accordance with these terms and our engagement letter. Any changes will be agreed in writing.

If these terms and the engagement letter are different, the provisions of the engagement letter will prevail.

Your instructions amount to acceptance of our terms and engagement letter. These will apply to future instructions unless we agree otherwise.

We will review these terms from time to time, and we will notify you of any changes to them. The latest version will be available on our website.

If we need to give you notice under these terms, we will send any notices to you at your home, registered office, or main place of business. You must send any notices to our registered office.

## 2 Services

### 2.1 Relying on our advice

Our advice, both verbal and written, only applies to that particular matter. You cannot rely on it for anything else.

You must not share our advice with anyone else without our written agreement. Where we give our agreement, no one else can rely on the advice.

No third party can rely on or enforce this agreement. This includes under the Contracts (Rights of Third Parties) Act 1999. This does not apply to anyone benefitting from the limitation of liability in section 13 (*Limitation of liability*).

### 2.2 Acting for multiple clients

If we are instructed by multiple clients, we will let you know in our engagement letter how this will work.

Section 3.7 of these terms deals with fees where we are instructed by multiple clients.

### 2.3 Dealing with others on your behalf

We may need to deal with others on your behalf. If so, we will instruct them on your behalf as your agent and we

are not liable for their advice or services.

Section 3.3 deals with payment of fees and expenses in connection with others instructed on your behalf.

### **3 Fees and expenses**

#### **3.1 How we calculate our fees**

We will provide you with a written cost estimate. Unless agreed otherwise, our fees are based on the time we spend on your matter. This is based on 6-minute units and the hourly rate for the person doing the work. Unless stated otherwise, estimates do not include VAT. We may also charge for time spent on additional issues related to your matter. This includes responding to requests from data subjects and external investigations that arise directly because of the work we are doing for you, to the extent permitted by law.

#### **3.2 Hourly rates**

We will let you know our hourly rates at the start of the matter. We may increase our hourly rates, for example at the start of a new financial year. We may also increase our rates if your instructions change, for example if the matter we are working on for you becomes more urgent. We will give you advance notice of any increases.

#### **3.3 Expenses**

We may charge disbursements and other expenses.

Disbursements include court fees, counsels' and experts' fees, travel expenses, and search fees.

We also charge for other expenses called 'other service items'. These charges are based on the amount used. If we need to instruct others

(e.g. counsel, experts, or foreign lawyers), we will discuss the selection with you. We will engage them as your agent on your behalf.

You are responsible for such people's fees. This includes where we have paid them on your behalf. If we have paid them on your behalf, we will invoice you for these fees.

#### **3.4 Taxes**

You will pay any applicable taxes on our fees and expenses. This includes VAT.

#### **3.5 Payment on account**

We may ask for money on account of our fees and expenses. We will use such money to reduce any unpaid bills. Our total fees and expenses may be more than any payment on account.

#### **3.6 Client accounts**

Other than payments for our fees and expenses, all money we hold for you in a client account belongs to you. These sums are a debt to you by the bank, not us. If the bank fails, your claim is solely against the bank. If this happens and you are an individual or small company, the Financial Services Compensation Scheme may be able to help you. Please let us know if you want more details about where money is held.

We will only hold your money if it relates to a transaction or is in respect of services we are delivering, or to cover costs.

You must not pay money to us unless we ask for it. If you disregard this policy, we reserve the right to charge for any additional checks we consider necessary concerning the source of funds received. If we ask you to pay

money to us, we will only hold it for as long as needed. We will return any left-over money as soon as possible.

We usually only make payment by electronic transfer. You must give us any relevant details and confirmation we need.

### **3.7 Joint instructions**

If we are instructed by more than one client, all such clients are jointly and individually liable for our fees and expenses.

### **3.8 Interest on client money**

We have an interest rate policy in line with SRA Account Rules. This ensures you are treated fairly. The policy is available on our website, or you can ask for a copy.

If we incur additional costs to hold money on your behalf, we may charge those costs to you.

## **4 Billing and payment**

We normally invoice you monthly for our fees, disbursements, and expenses. We may invoice more frequently for disbursements. You must pay invoices in full on receipt, unless agreed otherwise.

You must pay our invoices in the same currency as the bill. If you do not, we will charge you for any exchange difference.

Unless agreed otherwise in writing, interim invoices are interim statute bills. This means they are final bills for the work done during the relevant period. They are not a payment on account and must be paid in full immediately.

This means we can sue you if you do not pay an interim invoice. You can

ask the court to assess the amount of the invoice.

Section 4.5 deals with disputed invoices.

If you do not pay an invoice, we can terminate our engagement / retainer by giving reasonable notice. We can also refuse to act on other matters. If we need to enforce payment, our costs of doing so will be payable at our usual hourly rates. We will produce a monthly statement showing all outstanding bills.

### **4.1 Security warning**

Our bank details will not change during a transaction. We will not inform you of any changes to bank details by email. If you have any concerns about our bank details, please call us. We are not liable for monies transferred to the wrong account.

### **4.2 Debt collection**

We use debt collection agencies for overdue debts. We may charge you for any additional debt recovery costs.

### **4.3 Late payment and interest**

We may charge interest on overdue invoices. Interest is charged at 2% above the Royal Bank of Scotland base rate on the date payment was due.

### **4.4 Set-off and lien**

If allowed under the SRA Accounts Rules, we will take the amount of any overdue invoice from money held on your behalf. We can exercise a lien (charge) over property and papers we hold until all invoices have been paid. This also applies to property and papers belonging to any member of your group, and anyone instructing us

jointly with you. We will not exercise a lien over your private medical records.

#### **4.5 Disputed invoices**

We try to avoid disputes over our invoices. However, disagreements do occasionally arise. These terms do not stop you from challenging our charges. You have a number of options, including:

- (a) raising concerns with the person dealing with the matter, or the supervising partner.
- (b) using our complaints procedure (section 7.2).
- (c) applying to court to have the invoice assessed under Part III Solicitors Act 1974.
- (d) complaining to the Legal Ombudsman (section 7.2) if we cannot settle your complaint. You must meet certain criteria to do this. The Ombudsman may not consider your complaint if you have applied to court for an assessment.

### **5 Money laundering, sanctions, and beneficial ownership**

#### **5.1 Our obligations**

We are required by law to obtain evidence of clients' identity. This may include related people, such as beneficial owners. We must obtain this evidence before starting work or accepting funds. We must also keep this evidence up to date. You agree to provide any evidence we require for these checks. This is an ongoing process; we may need further information at any time.

#### **5.2 Verification**

We may carry out identity checks using third party databases. This may be done electronically. You agree to us using the information you give us in this way.

#### **5.3 Source of funds and wealth**

We are required to check and gather evidence as to the source of funds and wealth in relation to matters we are instructed on. You must provide any evidence we need. Failure to provide evidence may result in us terminating our retainer with you.

We normally require payment on account of our fees following instructions from you, and not a third party.

#### **5.4 Reporting**

We are legally bound to keep clients' affairs confidential. However, sometimes we have to give certain information to the authorities. This includes where sanctions may apply. If this happens, we may not be allowed to tell you and we may have to stop acting for you. This may mean we cannot comply with instructions relating to money we hold. We are not liable for any losses arising from meeting these duties.

#### **5.5 Cash and non-cash assets**

We do not ordinarily accept cash or non-cash assets. Cash or non-cash assets must be approved by us in advance. If you pay cash into our account, we will charge you for any additional checks needed to find out where the money came from. In some cases, we will not be able to return the cash to you. We will not make any payments in cash.

#### **5.6 Credit cards**

We do not accept funds into our client account by way of credit card payment.

## **5.7 Payments to others**

We will not make payments to others on your behalf, other than in connection with a matter we are directly instructed on.

## **6 Financial services**

We are not authorised by the Financial Conduct Authority (**FCA**). However, we are included on the FCA 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 Solicitors Regulation Authority.

The register can be accessed via the FCA's website at [www.fca.org.uk](http://www.fca.org.uk)

## **7 Other queries and concerns**

### **7.1 Raising queries and concerns**

We are confident we will provide a high-quality service. If you have any queries or concerns, please raise them with whoever is dealing with your matter or the supervising partner. If you prefer, you can raise concerns with the Complaints Officer.

### **7.2 Complaints**

We strive to ensure that you are fully satisfied with the services we provide. If you wish to make a complaint at any point, we encourage you to immediately inform the person dealing with your matter, so that we may

address your concerns as swiftly as possible.

Our complaints procedure is available on our website, or you can ask for a copy.

If you are not satisfied with how we handle your complaint, you may be able to ask the Legal Ombudsman to consider the complaint. The Ombudsman would generally expect our internal complaints procedure to be followed first and allows us eight weeks to deal with complaints before they will investigate.

The Ombudsman only accepts complaints from consumers and certain smaller organisations. Full details are available at [www.legalombudsman.org.uk](http://www.legalombudsman.org.uk). The Ombudsman can investigate complaints:

- (a) up to one year from the date of the problem happening; or
- (b) when you found out about it.

You must normally raise any complaint to the Ombudsman within six months of receiving our final written response. We in no way wish to interfere with your rights in this regard. However, please do try to resolve matters with us first.

Complaints about our partners' or employees' professional conduct may be made to the Solicitors Regulation Authority.

## **8 Working electronically and your records**

### **8.1 Working electronically**

We work electronically where we can. This involves scanning documents, destroying originals, and replacing them with electronic files. We have

your agreement to do so unless you write to us to say otherwise.

## **8.2 Record keeping**

We will keep records in accordance with our retention schedule. You can find a copy [here](#). We will keep your records for at least seven years from when the matter closes unless the law or our agreement with you says otherwise. This includes records relating to sanctions and anti-money laundering checks. We can destroy all records (paper and electronic) at the end of this period. If you have asked us in writing before this date, we will return the records to you.

We will return original title deeds, signed agreements and similar documents to you when the matter is completed, unless we have agreed to keep them.

We follow our data protection, retention and destruction policies when keeping your records and processing personal information. These can be found on our website ([www.brownejacobson.com](http://www.brownejacobson.com)).

Our liability for any loss of, or damage to, your records is limited to the cost of replacing or restoring them. We keep documents securely, at our offices or in an external secure storage facility. This may be owned and operated by third parties. Anyone processing personal information on our behalf is approved by us and must follow the terms of their contract with us in line with data protection laws.

## **8.3 Retrieval charges**

We may charge you if we need to take paper documents out of storage in relation to instructions to act for you. Charges are based on the amount of time spent producing archived records

for you or any other person you ask us to give the records to. We may also charge for reading, correspondence, or other work necessary to follow your instructions.

## **8.4 Copyright**

We own all copyright and other intellectual property rights in material we create or develop on your matters. We may keep copies of documents relating to any work we do for you. This includes documents created by others such as foreign lawyers, counsel, and experts. We may make the contents available within our organisation for training purposes. We may also use such material to help us provide services to other clients. We will not reveal your identity or confidential information.

## **9 Confidentiality, data protection and information security**

### **9.1 Our commitment**

We are committed to keeping your information secure. This means we will keep your information electronically on our secure systems where possible. We will keep documents and paper records securely, as noted above. All devices we use when providing our services are encrypted. We regularly test our systems to ensure they are secure.

### **9.2 Communications with you**

You authorise us to communicate with you and others by email and other methods of electronic communication. If we communicate over the internet, we are unable to guarantee that the information will remain secure and confidential. We have no responsibility (whether in contract, tort (see note 1 below), negligence or otherwise and however it arises) if,



due to circumstances beyond our reasonable control:

- (a) you do not receive a communication.
- (b) a communication is delayed or corrupted.
- (c) someone who is not authorised to do so sees a communication.

If you want to discuss our procedures or need particular communication or security arrangements to be put in place, please let us know in writing. We will try to put in place any specific requirements you ask for. We may pass on to you any charges involved.

Note:

Tort is a legal term which has no precise legal definition. The reference covers any interpretation the courts give to the term. For guidance only, a tort is often explained as a civil wrong or wrongful act (whether deliberate or accidental) that harms or causes loss to another.

### 9.3 Confidentiality

We will keep confidential all information you give us. All reports and advice we produce will be kept confidential. This does not apply to information in the public domain or where disclosure is required by law. We may need to give information on a confidential basis to others, such as professional advisors and expert witnesses. The terms and conditions that apply when we do this are available on our website. We may also need to give access to:

- (a) our accountants or other assessors to our files as part of an audit or quality check.

- (b) our insurers or any relevant regulatory body.

We may ask others to do typing, photocopying, scanning or other work. This may be done on or off our premises. All such third parties are approved by us and must follow the terms of their contract, which are in line with data protection laws.

When marketing our services, we may want to refer to you in general terms and to the services we have carried out for you. This may include proposals to prospective clients, legal directories, and on our website. We will not process personal or confidential information you give us for these purposes without your permission.

### 9.4 Personal information

We will use personal data you provide to us in our working relationship with you. This includes:

- (a) updating and improving client records.
- (b) carrying out identity, credit, anti-money laundering and fraud prevention checks. These checks use databases and watch lists kept by others. We may give your details to registered credit reference or fraud prevention agencies who may keep and use these.
- (c) analysing the information to help us manage our practice and statutory returns, and to meet legal and regulatory requirements.

We follow data protection laws. There is information about this on our website. For more information about how we process your personal data

and rights you may have, please see our [privacy notice](#). Our privacy notice is available on our website, or you can ask us for a copy.

**9.5** If a transfer of personal data between you and us would be prohibited under data protection laws in the absence of appropriate safeguards under Article 46 GDPR, the following apply:

- (a) for personal data protected by EU GDPR, the European Commission approved standard contractual clauses (**EU SCCs**) will apply between you and us completed as follows:
  - (i) Module One will apply;
  - (ii) in clause 7, the optional docking clause will apply;
  - (iii) in clause 11, the optional language will not apply;
  - (iv) in clause 17, Option 1 will apply, and the EU SCCs will be governed by Irish law;
  - (v) in clause 18(b), disputes shall be resolved before the courts of Ireland;
  - (vi) Annex I of the EU SCCs shall be deemed completed with the information set out at: [Your information & data | Browne Jacobson](#);
  - (vii) Annex II of the EU SCCs shall be deemed completed with the information set out at: [Your information & data | Browne Jacobson](#).
- (b) for personal data protected by UK GDPR, the EU SCCs completed as set out at (a).

above and a UK Addendum to the EU SCCs (**UK Addendum**) issued by the Information Commissioner's Office under s119A(1) of the Data Protection Act 2018 shall be deemed completed between you and us and the EU SCCs shall be deemed amended as specified by the UK Addendum in respect of the transfer of such personal data (**UK SCCs**).

For the purposes of those standard contractual clauses, the party transferring personal data is the data exporter. The party receiving the data is the data importer.

If a provision of these terms directly or indirectly contradicts the UK SCCs or the EU SCCs, as applicable, the UK SCCs or the EU SCCs will prevail.

If the current UK SCCs or EU SCCs are superseded or replaced by new standard contractual clauses, such new standard contractual clauses will automatically apply to the transfer of personal data between you and us and will be deemed completed on a mutatis mutandis basis as described above (as applicable).

## **9.6 Trade monitoring**

We will monitor and record information relating to your trade performance. We will make these details available to credit reference and fraud prevention agencies. Those agencies may keep that information and share it with others when assessing applications for credit and for fraud prevention.

## **10 Employees and partners**

Our employees and partners are valuable to us.



You cannot without our written agreement offer employment to or use the services of (independently or through a third party) any employee or partner who has worked on your matter.

This applies for six months following the end of their involvement in the matter.

## **11 Terminating, cancelling, or suspending this agreement**

### **11.1 Termination by you**

You may terminate your instructions to us in writing at any time. We can keep your papers and documents until you have paid all our fees and expenses. This does not apply to private medical records in health matters.

### **11.2 Termination by us**

We will only cease acting for you if we have a good reason. This includes:

- (a) you not paying an invoice in full within 14 days;
- (b) you not making a payment on account when we ask;
- (c) if the relationship of trust and confidence between us and you has broken down;
- (d) if a conflict of interest arises;
- (e) if you fail to give us timely instructions or fail to provide us with the information we need to verify your identity and/or your source of funds/source of wealth; or
- (f) if following your instructions may result in us acting unlawfully, unethically; or breaching our professional duties or going beyond an agreed value of work.

Where appropriate, we will write to you explaining our decision, giving you as much notice as possible.

### **11.3 Termination by you or us**

Either of us can immediately terminate this agreement in writing if the other:

- (a) is not, or appears unlikely to be, able to pay its debts.
- (b) becomes insolvent.
- (c) has significantly broken any of these terms and it cannot be put right within 14 days of the notice.

### **11.4 Consequences of termination**

If this agreement terminates, we will send a final invoice for the work we have done. This will include:

- (a) disbursements and other expenses we have paid on your behalf; and
- (b) fees and disbursements associated with our ceasing to act and the transfer of the work to another advisor of your choice.
- (c) unless we both agree otherwise, neither of us will have any further obligation to the other after the agreement ends. However, termination will not affect any rights, remedies, obligations, or liabilities that exist at the time the agreement ends. Any term which is intended to come into force, or to continue, when or after this agreement ends will remain in full force and effect. This includes section 13 (*Limitation of liability*).

## 12 Conflicts of interest

We must avoid conflicts of interest. Before starting work, we will ask you for information to identify any possible conflict. We may be unable to act for you, or we may stop acting for you, if a conflict arises. We are free to act for other clients unless it would lead to a conflict. We will also always keep the minimum amount of information after file closure that we need to do conflicts of interest searches in the future to comply with our professional obligations.

## 13 Limitation of liability

### 13.1 Limit of liability

Unless forbidden by law, our maximum total liability (including that of our partners, members, employees, consultants, subcontractors, or agents) will be the greater of:

- (a) £3,000,000; or
- (b) 20 times the value of our total fees billed. This does not include VAT, disbursements, or other expenses.

This limit applies to any and all claims made by you arising out of or in connection any individual matter whether under contract, tort (see the note in section 9.2 above), statute or otherwise (including any liability for interest and costs).

### 13.2 Exclusions of liability

We (and our partners, members, employees, consultants, subcontractors, or agents) will not (under contract or tort (see section 9.2), statute, negligence or otherwise) be liable for any:

- (a) indirect or consequential loss;
- or

- (b) any of the following types of loss, whether direct, indirect, or consequential:

- (i) loss of profit
- (ii) loss of sales or business
- (iii) loss of chance
- (iv) loss of or damage to goodwill
- (v) loss of use or corruption of software, data, or information
- (vi) loss of agreements or contracts
- (vii) loss of revenue
- (viii) loss of any anticipated saving or benefit

that you or any other person suffers because of or in connection with our agreement to act in connection with this matter.

We shall not be in breach of our obligations to you nor liable for any delay in performing or failure to perform any of our obligations if such delay or failure result from events, circumstances or causes beyond our reasonable control.

Our liability to you will be limited to our proportionate share of responsibility for any loss you suffer. This will take account of any contribution to, or responsibility for, the loss by you, your agents and employees and anyone else liable to you.

These limitations apply regardless of any express or implied term or condition contained in any other agreement between us, or any warranty or representation we make.

Nothing in this agreement excludes any liability:

- (a) for death or personal injury;
- (b) which we are not allowed to exclude or restrict by law; or
- (c) arising because of fraud or dishonesty.

We accept the benefit of this agreement as an agent and trustee of each of our partners, members, employees, consultants, subcontractors, or agents who will be entitled to rely on this section 13.

As far as is lawful, our partners, members, employees, consultants, and agents will not have any separate or individual responsibility or liability whatsoever for any loss or damage you or anyone else suffers. Anyone carrying out work for you will be entitled to the protection of all the limitations, exclusions, qualifications, and defences that are available to us under our agreement with you.

## **14 Artificial Intelligence**

### **14.1 Use of Artificial Intelligence**

We may use artificial intelligence systems (**AI Systems**) to facilitate our client services, or to facilitate some of the administrative or operational elements of our business. The AI Systems may include large language models, machine learning models and generative AI models. We will ensure that any output from our use of the AI Systems is carefully reviewed and its accuracy verified before we use it or before we give it to you.

### **14.2 Data Protection and Privacy**

If we do use AI Systems when providing our services, we will ensure that any of your information that we

use when doing so is kept confidential and secure, in accordance with our confidentiality obligations in section 9 (*Confidentiality, data protection and information security*). If we use any of your personal data for developing and enhancing the AI Systems. If we use any of your personal data for developing and enhancing the AI Systems, we will only do so with your prior consent, and we will collect the minimal amount of personal data that we need to do so. Further information about our use of your personal information can be found in section 9.4.

If we have made the AI Systems available to you, you must receive our written confirmation that the advice or information that the AI Systems generate is accurate before you rely on it. We are not liable for any loss or damage that you or any other person suffers arising from the reliance on advice or information generated by the AI Systems that we have not reviewed and verified.

## **15 Tax status reporting**

You are responsible for ensuring that all information provided to us about your tax status is accurate. You must inform us promptly of any changes in your circumstances that might affect your tax status. This obligation includes, but is not limited to, changes in residency, income sources, or any other condition that may influence your tax obligations in the UK or any foreign jurisdiction. Failure to provide us with the correct information may result in us being unable to fulfil our legal obligations under relevant tax laws.

## **16 Professional indemnity insurance**

We have professional indemnity insurance giving cover for claims

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against us. Details of this insurance, including contact details of our insurer(s) and the territorial coverage of the policy, can be provided on request.

It is a condition of our professional indemnity insurance that we notify our insurer and/or broker of any circumstances which may give rise to a claim against us. In doing so, we may disclose documents and information to our insurer, broker and insurance advisers on a confidential basis.

## **17 Agreement**

These terms are governed by English law.

Any disputes will be dealt with exclusively in the English courts under English law.

If a court or administrative body decides that any term is not valid or cannot be enforced, this will not affect the other terms which will continue to apply.

If a court or administrative body decides that any term is not valid or is unenforceable but would be valid or enforceable if part of the term was deleted, such term will apply with any necessary changes made to make it valid.