



Terms of Business

May 2017



1. Application of Terms

Subject to any variations specifically agreed in writing when accepting your instructions these terms shall apply to all advice given and work undertaken by the partners and staff of Wilson's Solicitors LLP to or for each of our clients ('you').

In these terms of business 'we' or 'our' or 'us' or 'the firm' refers to Wilson's Solicitors ('the LLP') a limited liability partnership incorporated with registered number OC238787 having its registered office at Alexandra House, St Johns Street, Salisbury, SP1 2SB. Our VAT number is 188595789. Any business conducted with us is solely with the LLP and the LLP has sole legal liability for the work done for you and for any act or omission in the course of that work. No member, partner, principal, employee, associate or consultant of the LLP will have any personal liability for work undertaken for you. If a member, partner, principal, employee, associate, or consultant signs in his or her own name any letter or other document in the course of carrying out that work it does not mean he or she is assuming any personal legal liability for that letter or document. We use the term 'partner' to refer to a member of the LLP or an employee or consultant with equivalent standing or qualifications. A list of the members of the LLP is available at the above address, together with a list of those individuals who are not members of the LLP but who are designated as partners. **These terms contain a provision in paragraph 4 which limit our liability to £40million.**

2. Our Service to You

We will exercise due skill, care and diligence in carrying out legal work in accordance with your instructions. In performing our services, we shall use reasonable care to:

- Represent your interests, and keep your business confidential;
- Explain to you the legal work which may be required and the prospects of a successful outcome;
- Explain any likely degree of financial risk in relation to legal costs which you will be taking on;
- Inform you regularly of progress or, if there is none, let you know when you are likely to hear from us;
- Deal promptly with your queries.

Our normal opening hours are from 9.00am to 5.00pm but individual fee-earners may advise you directly of their availability and how to contact them outside these hours.

3. Responsibilities

3.1. Advice on commercial/financial wisdom, and tax advice

Our role is to provide legal advice and not (unless we agree with you in writing that we will do so) to provide advice on the commercial or financial wisdom of any matter, or advice on tax matters. If you require tax advice, we may be able to identify a source of assistance for you.

3.2. Property issues

Where we are acting for you in relation to a property transaction, it will not be



our responsibility to carry out a physical inspection of the property. It is your responsibility to inform us of any discrepancies between the documents/plans relating to the transaction and the situation on the ground. We shall not advise you on the valuation of the property or the suitability of the mortgage or any other financial arrangement. We shall not advise generally on environmental liabilities and we shall assume, unless you tell us to the contrary, that you are making your own arrangements for any appropriate environmental surveyor investigation.

3.3. Your responsibilities as a client

You are responsible for:

- Providing us with clear, timely and accurate instructions;
- Providing all documentation required in a timely manner;
- Safeguarding any documents which are likely to be required for disclosure.
- Paying our fees and expenses in accordance with these Terms and the engagement letter.
- Provide us with all necessary information to enable us to comply with the Money Laundering Regulations.

4. Limitation of Liability

4.1. No claims to be made against individual partners and employees of the firm

Subject to clause 4.8, no partner or member of staff of the LLP will have any personal liability for work undertaken for you. You agree not to bring any claim personally against any individual partner or member of staff in respect of any loss which you suffer or incur, directly or indirectly, in connection with our services. This will not limit the LLP's own liability for its acts or omissions. This provision is intended to benefit such partners and members of staff, who may enforce this clause pursuant to the Contracts (Rights of Third Parties) Act 1999.

4.2. Liability to persons who are not the client of the LLP

Subject to clause 4.8 we shall have no liability to any parties except you and any third parties to whom our advice is expressly addressed.

4.3. Liability limited to £40million

- 4.3.1. Subject to clause 4.8, our liability for losses arising out of, or in connection with, our retainer (including legal costs you incur in pursuing recovery of the losses, and including interest) shall be limited to the sum of £40million in respect of any claim against us.
- 4.3.2. In defining what a claim is for the purposes of this clause, all claims against us arising from one act or omission, one series of related acts or omissions, the same act or omission in a series of related matters or transactions, similar acts or omissions in a series of related matters or transactions, and all claims against us arising from one matter or



transaction, shall be regarded as one claim.

4.4. Proportionate liability

Subject to clause 4.8, if we are jointly, or jointly and severally, liable to you with any other party we shall only be liable to pay you the proportion of your losses which is found to be fair and reasonably due to our fault. We shall not be liable to pay you the proportion which is fairly and reasonable due to the fault of another party.

4.5. Effect of limitation or exclusion of liability you agree with another person

We could be affected by any limitation or exclusion of liability which you agree with another of your advisers or any other third party in connection with a matter on which we are acting for you. This is because such a limitation or exclusion of liability might also operate to limit the amount which we could recover from that other person, (for example by way of contribution or restrict the amount of damages that you might recover from them directly). Subject to clause 4.8, you agree that we shall not be liable to you for any increased amount thereby payable by us, or for an amount which we would have been entitled to recover from another of your advisers or other third party by way of indemnity, contribution or otherwise, but are unable to recover because of that limitation or exclusion of liability which you have agreed with third parties.

4.6. Making a claim against another person who is or may be liable

Subject to clause 4.8, if there is another adviser or person who is liable (or potentially liable) to you in respect of the same loss as you claim from us then you will at our request join that person in any proceedings brought against us as soon as reasonably practicable following our request. This is subject to any legal prohibition against your joining them in that way.

4.7. Complying with our obligations under the money laundering legislation

Subject to clause 4.8 we shall not be liable for any loss arising from or connected with our compliance with any statutory obligation which we may have, or reasonable belief we may have, to report matters to the relevant authorities under the provisions of the money laundering legislation.

4.8. Qualification to limitation of liability

Nothing in these Terms excludes or restricts liability for:

4.8.1. Death or personal injury cause by breach of duty;

4.8.2. Losses caused by the fraud, dishonesty, wilful default or reckless disregard of professional obligations committed by any partner or member of staff within the course of practice or from liabilities which cannot be limited or excluded by law or by rules of professional conduct in force from time to time;

4.8.3. Losses caused when acting for you in a 'contentious business agreement' within the meaning of section 87 of the Solicitors Act 1974.



4.9. Reasonableness of limit

We believe the limitations on our liability we have set out are reasonable having regard to the availability and cost of professional indemnity insurance and possible changes in its availability and cost in the future but should you consider them inappropriate we invite you to discuss the limits with us and we will then investigate the options for you, including the option of providing further cover at additional cost.

5. Fee Structure

You will be notified by letter at the commencement of each matter that we undertake on your behalf the basis upon which we will charge you. There are four bases of charge which may be referred to in our letter.

5.1. A fixed fee

This will either be a stated fixed amount or will be calculated by reference to a percentage of an ascertainable sum (for instance the sale price of a property). This fee is payable at the conclusion of the matter or an agreed stage being reached. All conveyancing fixed fees are payable at completion of the transaction and prior to registration formalities unless otherwise agreed;

5.2. Time basis

Our charge will be calculated by reference to all time spent by individual fee-earners on the matter. This will include meeting you and others where appropriate, considering, preparing and working on papers, correspondence, making and receiving telephone calls, research, internal consultations and travelling. Such time is recorded and charged in six minute units at the hourly rates applicable to the relevant individual. Where less than six minutes is taken on a matter, a full unit of six minutes will be charged. You will be notified by letter of the rates chargeable by fee-earners dealing with your matter. These rates are exclusive of VAT. Charging rates will be reviewed from time to time and you will be notified of any changes as soon as reasonably possible;

5.3. Standard Basis

This will be a fee which is fair and reasonable in all the circumstances of the case as recognised by the relevant regulatory legislation or guidance. The main element in any such calculation is likely to be the amount of time spent by our partners and professional staff in dealing with the matter. Other factors relevant to the calculation of a Standard Basis fee include but are not limited to:- the complexity of the matter; the value of the assets involved; the degree of responsibility undertaken by us; the place where the work is performed; the investment in IT programmes utilised; the level of office support services utilised; the urgency.

5.4. Agreed fee

A fee that cannot be varied upwards and is payable whether or not the work is completed.

Unless you are being charged on a fixed fee or agreed fee basis, any indication of fees is an estimate only (whether stated to be an estimate or quotation). We will endeavour to ensure that estimates are as accurate as possible. We will be entitled



to charge for all time spent even if it transpires that our estimates understate the level of fees properly incurred in the matter. Any fixed fee or estimate will only apply to the work covered by your initial instructions and we reserve the right to vary the fees if the scope or nature of those instructions changes.

Unless expressly agreed otherwise, no work is undertaken on a contingent basis and with the exception of fixed fees our fees are payable in full whether or not the proposed matter is completed. We do not undertake work which is publicly funded. Should it appear to us that any work that you may instruct us to undertake is eligible for public funding, we will advise you of this and the implications thereof.

If you have legal expenses insurance, it is your responsibility to advise us of this fact. Further, you should check whether your household insurance or any other policy provides cover for our fees and notify us if applicable. You may also have cover under a scheme relating to your employment. In all such instances where you advise us that you have cover from a third party, we shall consider the terms of the cover and advise you whether we are prepared to continue our retainer on the basis of third party cover. You may also have cover in respect of your liability to another party's costs and you should check any insurance policy you may have for this should you be involved in a contentious matter. Should it be appropriate for you to take out such cover, you will be specifically advised of this.

We shall be entitled to make any additional charge for:

- Any telegraphic transfers at £30 per transaction;
- Photocopying (routine as well as exceptional)
- Scanning and faxing
- Any 'Faster Payment' transaction at £10

We will also charge separately for sums spent or to be spent by us on your behalf ('disbursements') such as company and property search fees, land registry and court fees, the fees of counsel and experts, travel expenses, courier fees and computer search fees.

Unless agreed otherwise we will expect all disbursements to be paid in advance. At the outset of a matter we will advise you of the disbursements that are likely to be incurred and their likely timescale. Should you fail to pay disbursements when requested, we shall be entitled to determine the retainer with immediate effect.

All fees and expenses are exclusive of VAT which will be charged where applicable at the appropriate rate.

You will be responsible for the payment of all stamp duty and other taxes arising in respect of your transactions.

You are entitled to set an upper limit on the firm's costs, which may be reached without further authority. Fees in excess of that limit may only be incurred with your specific further authority.

On all matters that are being charged upon a standard basis or time basis, we will, at intervals of no longer than every 6 months, update you as to the current costs position.



6. Fee Estimates

Unless you are being charged on a fixed fee or agreed fee basis, any indication of fees is an estimate only (whether stated to be an estimate or quotation). Whilst we endeavour to estimate fees as accurately as possible, the actual fees that are incurred are subject to factors outside our control and you should therefore treat any estimate as a guide only. We cannot guarantee that the final charge will not exceed the estimate.

7. Engagement Terms

We will send you written engagement terms specifying the scope of work and basis of charge (as well as other information relevant to your individual matter) and those engagement terms will specifically incorporate these Terms of Business. You will be asked to sign and return a copy of the engagement terms to confirm your agreement to the terms of our retainer. In the event of you instructing us to take any action or give any advice having received our written engagement terms but not having signed and returned the copy, you will be deemed by instructing us to have accepted our engagement terms and will be bound by them.

8. Delivery of Invoices and Payment of Fees and Interest on Unpaid Fees

Our invoices are payable on delivery. In the event of any invoice not being paid on delivery we shall be entitled not to undertake any further work on your behalf until the invoice is paid in full. If the invoice remains outstanding for 28 days we shall be then entitled to terminate the retainer in accordance with clause 15 and/or charge interest as specified below. In property or other asset purchases we usually ask you to provide us with cleared funds sufficient to pay all fees and other sums due to us prior to completion. In the event of monies being paid to the credit of your client account when there are outstanding fees or other sums due to us, you agree and authorise us to forthwith transfer funds equivalent to the amount of the debt due to us from your client account to the credit of our office account and thereby discharge your debt. If the funds held are less than the full amount of the debt, then you agree to us transferring to our office account the entirety of the funds on your client account in partial settlement of the debt.

In all work we are entitled to deliver invoices from time to time for all work carried out to the date specified in the bill. Such bills are 'statutory bills' which we are entitled to sue upon in default of payment. The interval between bills will in most circumstances be between one and three months. An invoice will be sent at the conclusion of all matters.

In some circumstances, particularly litigation matters, we may request a payment on account of our fees, expenses and disbursements. If a payment is requested, we reserve the right not to act or continue acting for you until payment has been made. All payments on account will be held in our Client Account, pending delivery of an invoice. In litigation matters we may give you notice, usually not less than 28 days before any hearing, requiring the estimated total costs of that hearing to be paid to us 14 days before the hearing. If we receive less than 28 days' notification of the hearing, we may give you notice within 7 days of receiving the notification, requiring you to put us in funds for the estimated total costs of that hearing within 3 days or before the hearing if sooner. If the required payment is not paid we may immediately cease acting for you on that matter and any other matters with which we are then acting.



We will charge interest on any amount remaining overdue by 28 days or more. Failure to pay invoices in accordance with our terms of business is analogous to an unauthorised overdraft. Accordingly the rate of interest we will charge on overdue amounts is 15% per annum with interest compounded on each quarter date. We may at our absolute discretion discount the interest rate in individual cases and such discount will only apply if you receive written notification thereof.

Please note that Rule 17 of the SRA Accounts Rules 2011 provides that where money is held in our Client Account on behalf of a Client or Trust, we must within 14 days of sending our bill to the Client or paying party (or notifying them of the sum due) transfer sufficient monies to settle the bill from our Client Account to the firm's office account. Accordingly you agree that where money is held in our client account on your behalf or on behalf of a trust, when we send a bill to you or the paying party for work that has been done we may transfer sufficient monies to settle the bill from our Client Account to the firm's office account. The only circumstances in which we do not have to make such transfer is where the client has:

- Instructed us not to make the transfer or
- Specifically told us that the funds are to be held for a purpose other than the payment of our account. Where a bill is disputed we remain obliged to transfer the monies subject to the condition that we will refund the Client if it is determined that the amount due is less than the sum claimed in the bill

Payment of our charges may be made by cheque, BACS money transfer, banker's draft, credit or debit card (not American Express) but we cannot accept any payment in cash above £25 in respect of our fees or for any other purpose

If you object to any bill you are entitled to apply to the court for an assessment of the bill under Part III of the Solicitors Act 1974

9. Lien

Without prejudice to any other rights or remedies we may have we shall have a general and particular lien (a right to retain documents or other items) over any of your property coming into our possession or under our control as security for all amounts and liabilities of whatever sort due or becoming due to us from you. The lien may be enforced by sale by auction or private treaty of all or any part of your property in our possession.

If for any reason we permit you or any other person to have possession or use of any property subject to the above lien, it shall be held at all time subject to that lien and shall be returned to us immediately upon request.

10. Interest on money we hold on your behalf

We will hold any money we receive on your behalf in our client account. We will account to you for interest in accordance with Rules 22 and 23 of the SRA Accounts Rules 2011. A copy of our policy relating to the payment of interest can be found on our website (www.wilsonslaw.com) under the 'Regulation' tab at the bottom of the home page, or we can provide a copy on request. In certain circumstances we are required by law to provide information to HM Revenue & Customs in connection with interest paid to you on money we hold on your behalf.

11. Banking



We have no expertise in relation to fitness for purpose or solvency of any bank. We assume that any bank licensed to operate by the appropriate statutory authority in the jurisdiction in which it operates will be able to honour its obligations. Accordingly we will have no liability to you in the event of any bank to whom we pay money to on your behalf becoming insolvent or being unable to meet its obligations.

12. E-mail Communication

We are constantly reviewing and upgrading our e-mail technology to ensure that we can communicate with you as effectively as possible by e-mail with the minimum risk of virus infection. However, e-mail carries some inherent risks, namely potential lack of security and lack of authenticity. Further, where sender and recipient use different internet service providers, there can be no guarantee of prompt transmission and incompatibility may also create delivery problems. Notwithstanding these potential problems, the vast majority of e-mail communication is secure and prompt, but we are nevertheless required to advise you of these potential risks. If you request us to communicate by e-mail or send us an e-mail, you will be deemed to have accepted the inherent risks in e-mail communication and we shall have no liability for any losses arising from such risks.

13. Prevention of Terrorism Act 2000, Proceeds of Crime Act 2002 and Money Laundering Regulations 2007

By virtue of this legislation and regulations, we are required to abide by the following procedures:

- To verify your identity on the basis of documents, data or information from an independent source
- To identify any person who is classified by the regulations as a 'beneficial owner'
- To obtain information on the proposed and intended nature of the retainer and business relationship and so far as it is reasonable satisfy ourselves that the funds which relate to the matter we are instructed upon are legitimate:
- To report to the relevant authority if we have any knowledge or suspicion that an offence under the above legislation or regulations may be or has been committed.

Failure by us to comply with these obligations will result in a criminal prosecution against us. Because of our duty to comply we may ask for evidence of identity and we may ask you detailed questions concerning the source of any relevant funds. We may make use of internet-based searches of extant databases to help ascertain your identity and money laundering risks. Personal information that you provide may be disclosed to a credit reference agency, which may keep a record of that information. Unless you contact us after being advised how to access these terms to inform us that you object to the use of such searches it will be deemed that you consent to their use. If we have any concerns about the legitimacy of the funds or the legitimacy of the matter, we are obliged to either terminate the retainer or make notification to the authorities. Such disclosure is required under the legislation and is an exception to our normal duty of confidentiality. Accordingly we shall not be liable for any loss that you may suffer as a result of our complying with any statutory or regulatory provisions, even if it ultimately transpires that no offences were being committed.

We cannot accept cash in excess of £25 for any purpose.



14. Financial Mediation and Investment Advice

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

If, while we are acting for you, you need advice on investments, we may have to refer you to someone who is authorised to provide the necessary advice. However, we may provide certain limited investment advice services where these are closely linked to the legal work we are doing for you. This is because we are members of the Law Society of England and Wales. The Law Society is a designated professional body for the purposes of the Financial Services Markets Act 2000. The Solicitors Regulation Authority is the independent regulatory arm of the Law Society. The Legal Ombudsman handles complaints independently by virtue of the Legal Services Act 2007. If you are unhappy with any insurance advice you receive from us, you should raise your concerns with either of those bodies.

15. Use of our advice

You agree not to make our work available to third parties without our written permission.

16. Confidentiality

We will at all times keep your business confidential, subject to:

- Any disclosure obligations which may be imposed on us by law, such as the money laundering legislation;
- Regulatory requirements such as audit provisions under the Solicitors Accounts Rules;
- Quality audits undertaken by independent inspectors; and
- Documents and information relevant to any claim or potential claim will be supplied to our professional indemnity insurers in the event of our having to inform our insurers of any notifiable circumstances under the terms of our policy.

By accepting these terms you consent to disclose in the above circumstances on the basis that the third parties will be required to maintain confidentiality in relation to your files.

In common with many law firms, we sometimes engage other companies or people to provide certain support functions and to provide secretarial, paralegal, clerical or administrative services on our files. We may also refer our files to counsel, an expert or a costs draftsman for specialist advice. We will always seek a confidentiality agreement with these outsourced providers. If you do not want your file to be outsourced, please tell us as soon as possible.

In property transactions, you authorise us to disclose to the other parties to the transaction and, if applicable, other parties in the chain of transactions, all information which we have in relation to your involvement in the transaction,



including any related sale or mortgage, financial arrangements and desired dates for exchange and completion. You may withdraw this authority at any time, but if you do so we may be obliged to inform other parties that the authority has been withdrawn.

Where we are also acting for your lender in a transaction we have a duty to fully reveal to your lender all material facts which will include:

- Any differences between your mortgage application and information we receive during the transaction and
- Any cash back payments or discount schemes that a seller is giving you.

You agree to waiver confidentiality in respect of your name, address and details of unpaid invoices in so far as such waive of confidentiality is necessary to enable the firm to charge its book debts or enter into any factoring agreements or instruct other solicitors to collect any debt.

17. Termination

You may terminate your instructions by writing to us at any time. The firm is entitled to determine its retainer for good reason, and without prejudice to the generality of the foregoing we shall be entitled to terminate our retainer if you instruct us to take any course of action which we advise is inappropriate, you decline to accept our advice, we consider that the potential outcome does not justify the expense being incurred or that it is not in your best interests for us to continue to act, or you are in breach of your responsibilities under clause 3.3 above or you make unwarranted complaints about the firm or the level of service or it is evident to us that the necessary mutual trust and confidence no longer subsists. Further, we may terminate the retainer in the event of any of our accounts being outstanding for more than 28 days or as provided for in clause 6 above. We will give you such notice as is reasonable in the circumstances to determine the retainer, but such notice shall be no longer than 28 days. We shall have no liability to undertake any work or actions on your behalf once the period of notice has terminated. We will release papers relating to your matter once all fees for which you have become liable have been paid by means of cleared funds.

18. Storage of papers and Retention of Data

After completing the work we will be entitled to keep your papers whilst there is still money owed to us for fees and expenses. Except those papers that you request to be returned to you, we will retain papers arising from our work for you in storage for six years from the date of the final bill, after which time they may be destroyed by us without reference to you. You should make special arrangements with us to ensure the permanent retention of papers such as deeds and wills. We may make a charge for the production or delivery of any deeds or other papers not connected to continuing instructions and for dealing with any correspondence in respect of papers held in storage.

We will retain all electronic data for at least 15 years after which we will take all reasonable steps to destroy such data unless we are satisfied that there is good reason for retaining it or you instruct us to do so. You may instruct us to retain data at any time. This provision may change without reference to you if there are changes to the relevant legislative or regulatory requirement.

The copyright in all documents prepared by us and our publications and practice



notes is and shall remain our property.

19. Data Protection

Subject to section 11 above we use the information you provide primarily for the provision of legal services to you and for related purposes including:

- Updating and enhancing client records including capturing your email address for marketing our services to you
- Analysis to help us manage our practice statutory returns
- Legal and regulatory compliance

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

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

20. Service Quality/Complaints

If any difficulty or unhappiness should arise relating to any aspect of the matter or about our bill you should in the first instance raise this with the person who is stated to have responsibility for the matter in our engagement terms. If that person fails to resolve matters in a satisfactory manner then you should write to us and address your comments to the Director of Best Practice (email: bestpracticedepartment@wilsonslaw.com) who thereafter will respond to your concerns.

A copy of our formal complaints procedure will be made available to you on request. If you are not satisfied with the outcome of our complaints procedure you may refer your concerns to the **Legal Ombudsman at PO Box 6806, Wolverhampton WV1 9WJ**. enquiries@legalombudsman.org.uk The Legal Ombudsman's time limits for accepting a complaint are six years from the date of act\omission or three years from when the complainant should have known about the complaint. Where you have been provided with full information about your right to take a complaint to the Legal Ombudsman (as is the case here) you must make your complaint to the Ombudsman within six months from the end of our complaints process. We will inform you when our internal complaints process has been concluded.

21. The Consumer Contracts Regulations 2013

Under the above regulations, for some instructions, you may have the right to withdraw if our contract to provide you with legal services is concluded prior to meeting you. This right to cancel without charge will subsist for 14 days after the contract was concluded. Notice of cancellation should be sent by email or fax to the person named in our engagement letter as being the person responsible for the matter.



22. Credit References

Before entering into a formal engagement with you we may obtain a report on your credit status from a regulated credit agency and in those circumstances we will obtain your consent prior to requesting the report. Once we have entered into an engagement with you, we may seek such a report if we deem it necessary for our business interests. By agreeing to our terms of engagement you consent to us obtaining a report on your credit status should we require to do so.

23. Requests from Third Parties

If we receive requests for information from third parties duly authorised by you (such as accountants requesting information to complete an audit) we will charge on a time basis (subject to minimum charge below) for researching the information and supplying such information as we are able to provide and there will be a minimum charge of £100 exclusive of VAT.

24. Novation

We may transfer all rights and obligations under any contract with you to any successor to the firm in the context of its business. In the event that such a successor, whether it be a partnership, limited liability partnership, or body corporate takes on the business of Wilson's Solicitors LLP. By continuing to instruct us having been notified of these Terms of Business you agree to the future novation of any contract you have with us in favour of the successor entity.

25. Third Party Rights

Except for clause 4.1 (no claims to be made against individual partner and employees of the firm) which is intended to benefit partners and members of staff, no person other than a contracting party may enforce any provisions of our engagement by virtue of the Contracts (Rights of Third Parties) Act 1999.

The firm and you or other contracting party may rescind or vary the engagement terms without reference to any third party.

26. Severance of Terms

If all or any part of any individual provision of the retainer between us and you is or becomes illegal, invalid or unenforceable in any respect then the remainder of the terms of the retainer will remain valid and enforceable.

27. Entire Agreement

These terms and our engagement letter(s) form the entire agreement between us and you as to the terms of our appointment by you, to the exclusion of all other correspondence and discussion.

28. Governing Law

This agreement is governed by English Law and by accepting these terms you submit to the exclusive jurisdiction of the English Courts.