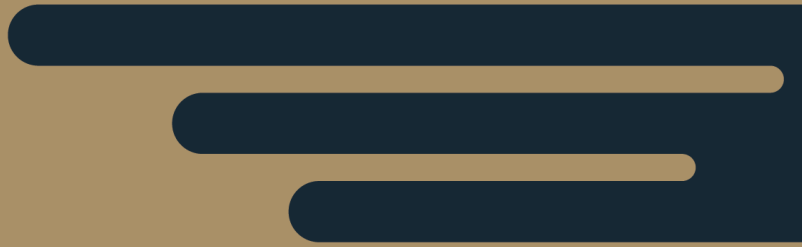


OPC | LAW

Standard Terms of Business



1. TERMS OF BUSINESS

- 1.1. These terms (as updated from time to time) together with, where provided, our engagement letter (including any schedule, attachment or annex) form the contract between us.
- 1.2. If there is any inconsistency between our terms and our engagement letter, the engagement letter will prevail. Unless agreed otherwise, the receipt by you of services from us will be deemed to be on these terms.
- 1.3. These terms will apply to all future instructions you give us on this or any other matter.
- 1.4. These terms are subject to change from time to time.

2. THE PARTIES

- 2.1. Where we say you or your in these terms we refer to the client identified in the engagement letter and anyone authorised to give instructions on that client's behalf. Where we say we, us or our, we mean OPC Law Limited. The contract is between you and OPC Law Limited and not with an individual director, employee or agent of OPC Law Limited.
- 2.2. OPC Law Limited is a company registered in England & Wales number 15645171. Its registered office is at 5 Jubilee Way, Rogerstone, NP10 9PN. A list of directors is available on companies house.
- 2.3. We are registered for VAT purposes. Our VAT registration number is 465 5306 83.
- 2.4. OPC Law Limited is authorised and regulated by the Solicitors Regulation Authority. Our SRA number is 8007768.

3. SCOPE OF OUR LEGAL SERVICES

- 3.1. We shall provide the services to you with reasonable skill and care. The scope of the services we will provide is described in the engagement letter.
- 3.2. The scope of services does not include, unless specifically agreed in writing with you:
 - 3.2.1. non-legal services such as advice on financial matters, insurance levels or coverage (e.g. the merits of entering into any transaction or investment, accounting issues, financial calculations, formulae and modelling, or the financial standing of a party to a transaction);
 - 3.2.2. advice on the laws of jurisdictions outside England and Wales;
 - 3.2.3. checking that the information given to us by you in the context of the matter is accurate and up to date;
 - 3.2.4. tax advice or advice on the tax implications of any instruction. We are under no obligation to advise you to seek tax advice and do not accept responsibility for any failure on your part to do so. We will not be liable for losses which arise as a result of any failure to seek tax advice; and

- 3.2.5. advice on changes to law or practice after the date of the communication containing that advice from us unless we are still advising you on the matter and the change is relevant to its handling.
- 3.3. If information or other material received from a third party is incorporated into our work, we are not responsible for its accuracy.
- 3.4. We advise on the law in England and Wales to the extent that it applies to your matter.
- 3.5. Any advice we may give you in relation to any other jurisdictions on your request is generic advice only; it is not legal advice and you must not rely on it as such. If you require advice on the law applicable in any jurisdiction other than England and Wales, we can introduce you to another law firm who can advise you on the laws of the particular jurisdiction.
- 3.6. If you ask us to obtain advice from another law firm, that firm will be responsible for the service and advice that they provide.
- 3.7. You acknowledge that unless we are instructed otherwise, we shall be entitled to assume that those of your employees, directors, officers and representatives who give us instructions are authorised to do so, and that we may act on their written and oral instructions. If you retain us as agent for a third party, or purport to do so, you warrant that you have the actual authority of that third party to do so.

4. **OUR ADVICE**

- 4.1. Our advice applies only to the specific factual and legal matters it deals with. Our advice is given for your benefit and it is to you that we owe our duty of care. This duty of care does not extend to third parties.
- 4.2. You must not use or rely on our advice for any other purpose or in relation to any other person without our prior written agreement. You must keep our advice confidential and obtain our prior written consent if you wish to disclose our advice to any other person. Nothing in the contract confers any right on any person pursuant to the Contracts (Rights of Third Parties) Act 1999.
- 4.3. Our advice is provided in accordance with our professional practice rules and guidelines and the proper interpretation of laws, court decisions and regulations in existence on the date on which the advice is provided.
- 4.4. You must give us appropriate instructions that allow us to undertake our work properly, not ask us to work in any improper or unreasonable way, not deliberately mislead us, and cooperate with us and any third parties instructed by us on your behalf. This may include the provision of information and documents requested by us, compliance with any applicable time limits and the provision of prompt instructions by you.
- 4.5. In providing our advice you acknowledge that we will rely on the work, information and advice prepared and provided by you and your other advisers (including any whom you may engage through us). You shall grant us a licence to use any materials provided by you during the course of the matter to enable us to provide our advice and services to you.
- 4.6. You should not rely on any draft document we draw up for you until it has become the final version. We will not be liable for any mistakes in the document until the final version has been drawn up.

- 4.7. We may advise you against taking a particular course of action or advise you that the costs of pursuing any such course of action may be disproportionate. If we agree to act, notwithstanding this advice, you acknowledge that you will be solely responsible for any adverse consequences of pursuing any such course of action.
- 4.8. We retain all copyright and other intellectual property rights in all materials and know-how developed or created by us either before or in the course of carrying out any work for you, although you may freely distribute copies of these materials within your own organisation for the purposes of the matter for which we are engaged.

5. **OUR FEES**

- 5.1. In consideration of our provision of the services, you shall pay our charges when they become due, without any right of set-off.
- 5.2. We review our professional rates and expenses from time to time, usually annually in January. We will notify you of any such changes in our rates at the time of the application of the new rates.
- 5.3. Where we have more than one client on a matter, all such clients are jointly and severally responsible for payment of our charges.
- 5.4. You remain responsible for paying our charges whether or not you expect that another person may be paying our invoices (e.g. an insurer).
- 5.5. Unless we agree otherwise, we shall bill you in respect of our services on a monthly basis.
- 5.6. Our bills become due for payment immediately after you receive them.
- 5.7. We may charge you interest on our unpaid charges from the date when they become due. Interest will be calculated at the annual rate of 8% above Bank of England base rate.
- 5.8. If any material amount is unpaid 7 days after the date on which the bill is received by you we may, having given reasonable notice to you in writing after expiry of the 7 day period, take any or all of the following steps:
 - 5.8.1. suspend work on the matter and inform you we have done so;
 - 5.8.2. cease to act entirely on the matter; and/or
 - 5.8.3. retain custody of your files and funds until your bill is paid in full.

For these purposes, '*material amount*' shall mean any sum in excess of £5,000 and '*reasonable notice*' shall mean 7 days.

- 5.9. Our charges may comprise our fees, other outlay and expenses, as well as any applicable tax thereon.

- 5.10. Unless we have agreed a fixed fee in the engagement letter, our fees shall be based on the time we spend in dealing with your matter. They may also reflect its nature, urgency and complexity, as well as the responsibility, skill and experience of the matter team.
- 5.11. Where our fees are based on the time spent, they will be calculated on a straightforward time-charge basis by reference to our hourly rates for the matter team members and will be charged in six minute units (1/10th of an hour). Those rates will be our standard hourly rates for such individuals, unless other rates have been agreed in writing with you.
- 5.12. Our other outlay and expenses may include expenses we incur on your behalf in connection with your matter, such as the cost of instructing an expert, court fees, our travel and subsistence costs, and any charge we may make for the provision of copying services.
- 5.13. Where we incur on your behalf an expense in a foreign currency, at the time of billing we may charge you for any loss arising as a result of a change in the applicable exchange rate.
- 5.14. If we provide you with an estimate for our charges or a quotation then it is for your guidance only and does not bind us.
- 5.15. Unless the contrary is expressly stated, our charges, fees, expenses and outlay are quoted exclusive of any applicable tax thereon.
- 5.16. Unless we agree otherwise, our interim bills are interim statute bills. You may have the right in certain circumstances to have our costs assessed by the court under the provisions of the Solicitors Act 1974. The usual time limit for applying to the court for an assessment is one month from the date of delivery of the bill.
- 5.17. If you instruct us to engage other advisers or service providers (such as other law firms, expert witnesses, patent agents, surveyors or legal support providers) on your behalf, we do so acting as your agent and you will be responsible for their fees in addition to our own. Other advisers / service providers typically address their invoices to us and we include their fees as disbursements in our invoices to you. This approach is for convenience only and you remain responsible for such fees. We reserve the right to instruct any other advisers/service provider to address their invoices to you.
- 5.18. If we incur disbursements on your behalf you may be required to put us in funds before we incur such disbursements. This particularly applies where we need to instruct other professionals (e.g., counsel, expert witnesses or overseas lawyers). Any delay in providing money on account for disbursements or dealing with any outstanding disbursements may prejudice your matter and/or increase the cost of dealing with your matter. Some of the professionals we instruct may be entitled in certain circumstances to charge interest in the event of delayed payment of the invoices they render. In such circumstances, you will be liable to pay any such interest charges.
- 5.19. If you have any queries about a bill, please contact the person who sent it as soon as you receive it. Please note that you may have a right to object to the bill by making a complaint.

6. COOLING OFF PERIOD

- 6.1. If we have not met you in person, or the contract for legal services is entered into away from our business' premises, the Consumer Contract (Information, Cancellation and Additional Charges) Regulations 2013 may apply. This means you may have the right to cancel your instructions to us within 14 days of our initial communication with you, without giving any

reason. To exercise your right to cancel, you must make a clear statement (letter or email) setting out your decision to cancel. To meet the cancellation deadline, it is sufficient for you to send the communication before the cancellation period has expired. This will end the obligations of both you and us under the contract.

- 6.2. You may require us to begin work on your matter during the 14-day cancellation period. Please let us know immediately if you wish to waive the 14-day cancellation period. If you expressly request we begin work on your matter during the cancellation period, we reserve the right to ask you to pay an amount proportionate to what service has been carried out prior to you communicating any cancellation. You will not have the right to cancel the contract if you request we start work within the cancellation period and we have completed those services.

7. TERMINATION

- 7.1. You can terminate the contract at any time throughout the running of the matter by giving us written notice. We can keep all your papers and documents while there is still money owed to us for fees and expenses.
- 7.2. We can terminate the contract:
 - 7.2.1. where we feel that the relationship has broken down;
 - 7.2.2. if to continue acting for you would constitute a breach of the SRA Standards and Regulations;
 - 7.2.3. where you have not paid us on time;
 - 7.2.4. or are not providing us with the instructions needed to carry out your work.

We will give you reasonable notice of this. In these circumstances, and on request, we can provide reasonable assistance to help you find replacement lawyers. When our engagement ends we will have no further or ongoing responsibilities in relation to the matter. You must pay our fees for work done and expenses incurred up to the date our engagement ends.

- 7.3. We are not responsible for reminding you about important dates and/or any deadlines after the contract has come to an end.
- 7.4. You shall not be entitled to assign the benefit of this contract to any third party without our prior written consent.

8. CONFIDENTIALITY

- 8.1. Solicitors are under a professional and legal obligation to keep the affairs of clients confidential. We will keep your affairs confidential from our other clients and anyone externally unless you specifically ask us to disclose the information to them, or we need to do so in order to deal with your matter. You understand that we will not disclose any information to you about other clients.
- 8.2. In any event, you agree to us releasing confidential information to:

- 8.2.1. our insurers;
 - 8.2.2. our legal advisers;
 - 8.2.3. the tax authorities;
 - 8.2.4. any regulatory authorities;
 - 8.2.5. any professional advisers that we instruct on your behalf to advise you such as barristers, overseas lawyers and experts; and
 - 8.2.6. companies or individuals that provide administration support to the firm such as typing, photocopying, archiving and so on.
- 8.3. External organisations (such as ISO 9001 auditors) and the Solicitors Regulation Authority may wish to inspect our files from time to time. They are required to maintain confidentiality in relation to your matters.
- 8.4. We may tell other clients or prospective clients about the services we provide. If we wish to rely on any work that we have undertaken for you to promote our services, we will ask your permission save where details of your matter subsequently enter the public domain in which circumstance you agree that we may publicise our involvement as well as any related information which has entered the public domain.
- 8.5. We cannot absolutely guarantee the security of information communicated by email or mobile phone. Unless we hear from you to the contrary, email will be our default method of communication. As internet communications are capable of data corruption, we do not accept any responsibility for changes made to such communications after they have left our server.
- 8.6. We take all reasonable steps to safeguard emails and ensure they remain secure but if you would rather we do not correspond with you in this manner do let us know. If there are physical or email addresses that you do not want us to use to contact you, please ensure that we are informed in writing without further delay.
- 8.7. We are obliged by our insurers to notify them of any circumstances known to us which may give rise to a claim against us. We are required to tell them (and our brokers) information about you and your instructions to us which is privileged and to supply documents to them. We will only pass on privileged or confidential information in good faith to ensure your legal rights to claim against us are preserved. Our insurers and brokers are contractually obliged to keep all information we pass to them strictly confidential. They may only use it for the purposes of administering our insurance arrangements including any claim you might make. We will assume you consent to our sharing information in this way unless you tell us you do not.

9. DATA PROTECTION

- 9.1. During the course of providing our services we will need to keep information about you. The information will be processed and kept securely in accordance with relevant data protection legislation and our duty of confidentiality. Please see our **Privacy Notice** for detailed information about how we use your personal data and your rights in relation to your personal data.

- 9.2. We may in the future send you information (by email, text, telephone or post) about legal developments that might be of interest to you and/or information about our services, including exclusive offers, promotions or new services using your personal data. We find that most clients find this helpful. We rely on either our legitimate interests to maintain contact with former, current and potential clients or your consent to do this. We do not share your information with third parties to market to you. You may opt-out by emailing to us.

10. **DOCUMENT STORAGE AND RETENTION**

- 10.1. We will keep your files (whether paper or electronic copy) an appropriate period set in accordance with applicable law and regulation of at least seven years after we send you our last bill on the understanding that we may destroy them after that period.
- 10.2. We take all reasonable steps to ensure that our IT system is secure. We may destroy your original paper document and scan it onto our system instead. Given our carbon reduction commitment, we aim to keep paper documentation to a minimum where at all possible.
- 10.3. We will not destroy deeds or other legal instruments where you have asked us to deposit such documents in safe custody. We reserve the right to charge you for retrieving the documents from storage and for passing them to other people or back to you.
- 10.4. Where you ask us to retrieve your file from storage or transfer documents to a third party for a matter on which we are not to be instructed, we may charge you for the time spent and/or costs incurred.

11. **REGULATORY REQUIREMENTS**

- 11.1. To comply with anti-money laundering and counter-terrorist financing laws, regulations and standards, we are likely to request identification evidence from you and may conduct searches or enquiries for this purpose. Where you are a business client, such as a trust, company, foundation or similar legal arrangement, we may also need to verify the identity of all beneficial owners. We will not charge you for this. Any personal data obtained from you for the purposes of these regulations and standards may only be processed for the purposes of preventing money laundering, terrorist financing or proliferation financing or as permitted under Article 13(3) of the UK General Data Protection Regulation and Data Protection Act 2018.
- 11.2. To verify your identity, we may search third party electronic verification databases, and may carry out these checks from time to time throughout our relationship, not just at the outset. These checks may leave a ‘soft footprint’ on your credit file, but will not affect your credit rating.
- 11.3. Please note, there may be circumstances in which we are not able to proceed with your instructions and may cease to act for you, for example if you do not provide satisfactory evidence of your identity or in some instances, the identities of your directors, shareholders and ultimate beneficial owner(s) within a reasonable time.
- 11.4. If you are a company (registered or unregistered), Limited Liability Partnership or Scottish Partnership, we may have to report any discrepancies on Registers between information collected from Companies House, and information gathered while fulfilling our anti-money laundering duties, to Companies House.

- 11.5. We are obliged to keep your affairs confidential. However, we may be required by law to disclose certain information and documents about you to authorities such as the Police, HM Revenue & Customs, Serious Fraud Office or National Crime Agency in relation to matters such as tax evasion, fraud, bribery, money laundering or terrorist financing.
- 11.6. Subject to section 16 below, we shall not be liable for any loss arising from or connected with our compliance with any statutory obligation which we may have, or reasonably believe we may have, to report matters to the relevant authorities under the provisions of the money laundering and/or terrorist financing legislation.

12. **CONFLICTS OF INTEREST**

- 12.1. You agree that instructing us will not prevent us from acting for current or future clients who have, or may in the future have, commercial interests adverse to you.
- 12.2. We must not act for you where there is a conflict of interest between you and OPC Law Limited, or another client of the firm. If a conflict arises we will discuss the situation with you with a view to agreeing how the situation can be resolved. You must inform us as soon as possible if you become aware of a potential or actual conflict of interest.
- 12.3. If your matter develops such that it could require us to take action on your behalf adverse to the interests of any of our other client(s), we will be entitled to treat that aspect as a new matter and will not be bound to act on that matter.
- 12.4. If we become aware of a conflict of interest which prevents us from continuing to act for you in relation to any matter we shall inform you immediately. We can assist you in finding new legal advisers and provide an effective transfer of the relevant matter to your new legal advisers. You agree to pay our costs to the date of any such transfer in accordance with these terms.

13. **OUR DUTIES TO THE COURT**

- 13.1. Your matter may involve court proceedings. All solicitors have a professional duty to uphold the rule of law and the proper administration of justice. We must comply with our duties to the court, even where this conflicts with our obligations to you. This means that we must not:
 - 13.1.1. attempt to deceive or knowingly or recklessly mislead the court;
 - 13.1.2. be complicit in another person deceiving or misleading the court;
 - 13.1.3. place ourselves in contempt of court; and
 - 13.1.4. make or offer payments to witnesses which depend on their evidence or the outcome of the case.
- 13.2. We must also comply with court orders that put obligations on us and ensure that evidence relating to sensitive issues is not misused.

14. **COMPLAINT PROCEDURE**

- 14.1. If you would like to discuss how we can improve our service to you, or if you are dissatisfied with any aspect of our service at any time, please raise the matter with the person you deal with, or with a Director of OPC Law Limited.
- 14.2. In the event that you are not satisfied with the response, please write your concerns in an email to Sam O’Callaghan (sam@opc-law.co.uk).
- 14.3. You may be entitled to have your complaint dealt with by the Legal Ombudsman at PO Box 6167, Slough, SL1 0EH or at email enquiries@legalombudsman.org.uk or telephone +44 (0)300 555 0333. Not all clients are entitled to complain to the Ombudsman and, whilst you can always take advice from others, we will advise you if you are able to complain to the Ombudsman should the situation arise. However, please note that complaints must be referred to the Ombudsman:
 - 14.3.1. within six months of receiving a final response to your complaint; and
 - 14.3.2. no more than one year from the date of the act/omission you are concerned about; or
 - 14.3.3. no more than one year from when you should reasonably have known there was cause for complaint.
- 14.4. As well as your right to complain about any of our bills following our complaints procedure, you also have a right under Part III of the Solicitors Act 1974 to ask the court to assess whether the charges in our bill are reasonable. However, the Legal Ombudsman may not be able to consider a complaint about our bill if you have applied to the court for detailed assessment of the bill.
- 14.5. The Solicitors Regulation Authority can help you if you are concerned about our behaviour. This could be for things like dishonesty, taking or losing your money or treating you unfairly because of your age, a disability or other characteristic. You can raise your concerns with the Solicitors Regulation Authority www.sra.org.uk.

15. **EQUALITY AND DIVERSITY**

- 15.1. We are committed to providing the same level of service to all clients regardless of any of the characteristics protected by law.
- 15.2. At your request, we will implement any adjustments that are considered to be reasonable, which will include consideration of cost and availability of provision, to ensure that you are not put at a substantial disadvantage when dealing with us. Adjustments include the provision of additional equipment, provision of interpreters and providing information in a format that is appropriate to you including in the Welsh language as part of our commitment to comply with Welsh language standards.
- 15.3. If you require this information in an alternative format, such as audio, large print or Braille, please contact let us know.

- 15.4. Where possible we will ensure that appropriate facilities are available to enable you to meet any religious commitments you may have and try to avoid arranging meetings at significant times or days. Please let us know of any dates and times to avoid when you first instruct us.

16. **LIMITATION OF LIABILITY**

- 16.1. In relation to any work we do, or services we provide to you, under these terms, your relationship with us is solely and exclusively with OPC Law Limited.
- 16.2. We have a duty to carry out our work for you to a reasonable level of skill and care. The duty to carry out work for you rests solely with OPC Law Limited and not with any individuals involved in acting for you, who do so only as representatives of OPC Law Limited. No member, shareholder or Director of OPC Law Limited will be personally liable to you for providing services under these terms or for any loss or damage arising out of it, howsoever arising, and you waive any such claim. None of our employees, staff, contract lawyers or affiliated entities will be personally liable to you for providing services under these terms or for any loss or damage arising out of it, howsoever arising, and you waive any such claim. All our Directors, employees, staff and affiliated entities shall have the benefit of this clause such that they have the right to enforce this clause on their own behalf.
- 16.3. We are not responsible for any failure to advise or comment on any matter which falls outside the scope and limitations set out in our engagement letter.
- 16.4. We will not be liable to you if we fail to meet any of our obligations to you due to matters beyond our reasonable control. For the avoidance of doubt this includes the actions, omissions, errors or deficiencies of any third party instructed by us or by you. We will let you know if such an issue arises in connection with your matter.
- 16.5. We will not be liable if any loss is due to the provision of false, misleading or incomplete information or documents (save where we should reasonably have discovered the false, misleading or incomplete information or documents) or due to the acts or omissions of any person other than OPC Law Limited. We are not responsible for any action, omission, error or deficiency of any third party who you engage whether directly or through us.
- 16.6. We do not owe, nor do we accept, any duty to any person other than you and we do not accept any liability or responsibility for any consequences arising from reliance upon our advice by any person other than you. You agree to indemnify us against any liabilities, losses, damages, costs or expenses we incur arising out of any claims brought against us by third parties arising out of or in connection with our work for you.
- 16.7. Where we act for more than one client on a matter, then our liability cap shall be equally apportioned among all such clients and each of you agrees that such apportionment is reasonable.
- 16.8. Our maximum aggregate liability to you (or any other party we have agreed may benefit from and rely on our services) in this matter, or where applicable, in any group of connected matters, **shall be limited to £3 million including interest and costs.**
- 16.9. You agree that we will not be liable for loss:
- 16.9.1. not arising directly from our breach of contract or breach of duty to you (whether in tort or otherwise) in the work we do for you;

- 16.9.2. of revenue;
- 16.9.3. of profit;
- 16.9.4. of contracts;
- 16.9.5. of or corruption to data;
- 16.9.6. of anticipated savings;
- 16.9.7. of business opportunity; or
- 16.9.8. of goodwill or damage to reputation, even where the above might have been foreseeable at the start of the matter.

16.10. Where you have suffered any loss or damage as a result of any fault or breach of duty on our part in the course of providing the services, then our liability to you shall be limited to a just and equitable proportion of the total loss or damage you have suffered, having regard to the extent of your responsibility for that loss or damage, and that of any other person who is also liable to you in respect of any part of that loss or damage. In assessing the extent of responsibility of any other person under this clause there shall be disregarded: firstly, the ability of that person to make payments in respect of your loss or damage; secondly, any limitation of liability that you agreed with that person if our own liability to you under this clause would have been less if the other person had not so limited its liability; thirdly, the fact that the other person no longer exists or is no longer liable, and fourthly, the absence of that other person as a witness or party in any dispute concerning us. Our liability cap applies after the operation of this clause.

16.11. Nothing in this contract shall exclude or restrict our liability to any person for death or personal injury, fraud, wilful misconduct or dishonesty, or any other losses which cannot be excluded or limited by applicable law.

16.12. Any claim for breach of contract, breach of duty or act of negligence or otherwise whatsoever arising out of or in connection with this engagement shall be brought against us within six years of the act or omission alleged to have caused the loss in question.

17. **INSURANCE**

We hold compulsory professional indemnity insurance with £3million cover. Details of our insurers are available on request.

18. **GOVERNING LAW**

The contract shall be subject to and governed by the law of England and Wales. Any dispute arising from or under the contract shall be subject to the exclusive jurisdiction of the courts in England and Wales.