

RAPLEYS LLP – STANDARD TERMS OF BUSINESS FOR THE SUPPLY OF SERVICES

We are Rapleys LLP, a limited liability partnership registered in England and Wales with company number OC308311. In these terms, we are referred to as “**Supplier**”, “**Rapleys**” or “**we**”.

PLEASE READ THE TERMS AND CONDITIONS BELOW CAREFULLY.

Interpretation

The following definitions and rules of interpretation apply in these Conditions.

1.1 Definitions:

Agreement: the contract between the Supplier and the Client for the supply of Services in accordance with these Conditions, made up of the terms of the relevant Engagement Letter and these Conditions.

Applicable Laws: all applicable laws, regulations, regulatory policies, guidelines or industry codes which may apply from time to time to the Agreement.

Business Day: a day other than a Saturday, Sunday or public holiday in England, when banks in London are open for business.

Charges: the charges payable by you for the supply of the Services as set out in the relevant Engagement Letter in accordance with clause 5.

Client Default: has the meaning set out in clause 4.2.

Client Materials: any information and materials provided by you to us under this Agreement, including those provided pursuant to clause 4.1(d).

Client Representative: the person identified as such in the Engagement Letter.

Client, you or your: the person or firm who purchases Services from the Supplier.

Commencement Date: has the meaning given in clause 2.1.

Conditions: these terms and conditions as amended from time to time in accordance with clause 12.4.

Confidential Information: all information (whether written, oral, visual, electronic, or in any other form) relating to the business, affairs, clients, properties, financial position, marketing plans, strategies, operations, or personnel of either party, which is disclosed or otherwise made available by one party to the other in connection with these Terms of Business, whether before or after the commencement of the agreement, and which is either marked as confidential, expressed otherwise as confidential or would reasonably be considered to be confidential due to its nature or the context of its disclosure

Consumer: an individual acting for purposes which are wholly or mainly outside their business, trade, profession or occupation.

Controller, Processor, Data Subject, Personal Data, Personal Data Breach, processing and appropriate technical and organisational measures: as defined in the Data Protection Legislation.

Data Protection Legislation: (a) to the extent the UK GDPR applies, the law of the United Kingdom or of a part of the United Kingdom which relates to the protection of

personal data; and (b) to the extent the EU GDPR applies, the law of the European Union or any member state of the European Union to which the Supplier or Client is subject, which relates to the protection of personal data.

Deliverables: the deliverables to be provided by us to you, as set out in the Engagement Letter.

Engagement Letter: the engagement letter issued by us to you and signed or otherwise accepted by you, describing the services to be provided by us or any other document where the services to be provided by us are agreed in writing between the parties (including by email), as the same may be amended from time to time by agreement in writing between the parties (which may include any supplemental terms and/or variations arising from any such change in services)..

EU GDPR: the General Data Protection Regulation ((EU) 2016/679).

Intellectual Property Rights: patents, utility models, rights to inventions, copyright and neighbouring and related rights, moral rights, trade marks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

Representatives: employees, officers, representatives, contractors, subcontractors, auditors or advisers.

Services: the services, including the Deliverables, supplied by or to be supplied by us to you, as set out in an Engagement Letter.

TUPE: the Transfer of Undertakings (Protection of Employment) Regulations 2006 (SI 2006/246).

UK GDPR: has the meaning given in section 3(10) (as supplemented by section 205(4)) of the Data Protection Act 2018.

1.2

Interpretation:

- (a) Unless expressly provided otherwise in this Agreement, a reference to legislation or a legislative provision: (i) is a reference to it as amended, extended or re-enacted from time to time; and (ii) shall include all subordinate legislation made from time to time under that legislation or legislative provision.
- (b) Any words following the terms **including, include, in particular, for example** or any similar expression, shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
- (c) A reference to **writing** or **written** includes email.

2.

Commencement and duration

2.1

Unless otherwise agreed in writing, this Agreement shall be deemed to commence on the earlier of:

- (a) the date you accept the Engagement Letter; or

- (b) on the date of commencement of the Services by us,

(the **Commencement Date**)

and shall continue either (i) until the Services are completed (if specific Services are being provided to you); or (ii) until the end of any fixed term set out in the Engagement Letter (a **Fixed Term Arrangement**), unless terminated earlier in accordance with clause 9 or clause 2.2.

- 2.2 Except where there is a Fixed Term Arrangement, either party may terminate this Agreement on giving to the other party at least 30 days' written notice to terminate.

3. Supply of Services

- 3.1 We shall supply the Services to you in accordance with the relevant Engagement Letter and these Conditions. In the event of any conflict between the terms of the Engagement Letter and these Conditions, the Engagement Letter shall prevail.

- 3.2 Any samples, drawings, descriptive matter or advertising issued by us (including any brochures, proposals, website content), and any descriptions or illustrations contained in the same, are issued or published for the sole purpose of giving an approximate idea of the Services described in them. Except to the extent that they are attached to an Engagement Letter or otherwise specifically referred to as forming part of the Engagement Letter, they shall not form part of any Engagement Letter or this Agreement, nor have any contractual force.

- 3.3 We shall use all reasonable endeavours to meet any performance dates specified in the Engagement Letter, but any such dates shall be estimates only and time shall not be of the essence for performance of the Services.

- 3.4 We warrant to you that the Services will be provided using reasonable care and skill.

4. Your obligations

- 4.1 You shall:

- (a) co-operate with us in all matters relating to the Services;
- (b) ensure that the Customer's Representative has authority to contractually bind you on all matters relating to the Services;
- (c) provide us, our employees, agents, consultants and subcontractors, with access to your premises, office accommodation and other facilities as reasonably required by us;
- (d) provide us with all information, items and materials required by us to provide the Services, and ensure that any such information is complete and accurate in all material respects;
- (e) prepare your premises for the supply of the Services (where applicable);
- (f) obtain and maintain all necessary licences, permissions and consents which may be required for the Services before the date on which the Services are to start;
- (g) keep all materials, equipment, documents and other property of the Supplier at your premises in safe custody at its own risk, maintaining these in good condition until returned to us, and not disposed of or use these other than in

accordance with our written instructions or authorisation;

- (h) comply with all Applicable Laws;

- (i) not do or omit to do anything which may cause us to lose any licence, authority, consent or permission on which we rely for the purposes of conducting our business; and

- (j) comply with all of your obligations as set out in the Engagement Letter.

- 4.2 If our performance of any of our obligations under the Agreement is prevented or delayed by any act or omission by you or failure by you to perform any relevant obligation (**Client Default**):

- (a) without limiting or affecting any other right or remedy available to it, we shall have the right to suspend performance of the Services until you remedy the Client Default, and to rely on the Client Default to relieve us from the performance of any of our obligations in each case to the extent the Client Default prevents or delays our performance of any of its obligations;
- (b) we shall not be liable for any costs or losses sustained or incurred by you arising directly or indirectly from our failure or delay to perform any of our obligations as set out in this clause 4.2; and
- (c) you shall reimburse us on written demand for any reasonable costs or losses sustained or incurred by us arising directly or indirectly from the Client Default.

5. Charges and payment

- 5.1 In consideration of the provision of the Services by us, you shall pay the Charges set out in the Engagement Letter.

- 5.2 Unless otherwise stated in the Engagement Letter, the cost of any Services we provide to you will be based on the hourly rates for each individual person as set out in the Engagement Letter. Where an estimate is provided, such estimate shall not be binding on us.

- 5.3 We shall be entitled to charge you for any disbursements and expenses reasonably incurred by the individuals whom we engage in connection with the Services including travelling expenses, hotel costs, subsistence and any associated expenses, and for the cost of services provided by third parties and required by us for the performance of the Services, and for the cost of any materials.

- 5.4 We periodically review our rates and reserve the right to change the Charges from time to time including to reflect any changes in circumstances. Where this is applicable, we will provide written notice to you of such changes.

- 5.5 Subject to clause 5.6, we will invoice you for the Charges at the intervals specified in the Engagement Letter. If no intervals are specified, we will normally invoice you monthly for Services we have provided to you.

- 5.6 We reserve the right to invoice you for advance payment of the Charges (including any retainer fee) prior to the commencement of the relevant Services. Where we require such advance payment, we will inform you in writing beforehand.

- 5.7 In order to supply the Services to you, we may need to pay out-of-pocket expenses on your behalf. These may include fees of foreign lawyers, experts or arbitrators, court or registration fees, search fees, courier charges, charges for

	CHAPS and other special bank payments and postal, delivery, fax and telephone expenses incurred on your behalf. We take your initial instructions to us in any matter as your authority for us to incur reasonable out-of-pocket expenses in the conduct of that matter, including instructing Counsel or experts where appropriate. In addition, where out-of-pocket expenses will be substantial, we may need to ask you for money on account before we incur any liability. Details of out-of-pocket expenses we have paid or are committed to pay on your behalf will appear in our invoice under the heading "Disbursements". Some of these out-of-pocket expenses may carry a charge to VAT.		non-exclusive, royalty-free perpetual and irrevocable licence to use, copy and modify the Deliverables (excluding Client Materials) strictly and solely for the purpose of receiving and using the Services and the Deliverables and for the avoidance of doubt, for no other purposes whatsoever (and in accordance with the terms of the licence granted under this clause 6).
5.8	Subject to clause 9, you shall pay each invoice submitted by us:	6.3	Unless otherwise agreed in writing, you shall not sub-license, assign or otherwise transfer the rights granted in clause 6.2.
	(a) unless otherwise specified in the Engagement Letter, on receipt of the invoice;	6.4	You grant to us a fully paid-up, non-exclusive, royalty-free, non-transferable licence to copy and modify any Client Materials provided by you to us for the term of the Agreement for the purpose of providing the Services to you.
	(b) in pounds sterling; and	7.	Data protection
	(c) in full and in cleared funds to the following bank account or any other bank account nominated in writing by us from time to time:	7.1	Both parties will comply with all applicable requirements of the Data Protection Legislation. This clause 7 is in addition to, and does not relieve, remove or replace, a party's obligations or rights under the Data Protection Legislation.
	Rapleys LLP	7.2	The parties acknowledge that for the purposes of the Data Protection Legislation, we are a Controller and shall process any Personal Data in accordance with our privacy policy which is available here: <u>Privacy Policy - Rapleys</u> .
	Bank: HSBC	8.	Limitation of liability: YOUR ATTENTION IS PARTICULARLY DRAWN TO THIS CLAUSE.
	Account Number: 21002376	8.1	We will perform our services with reasonable skill and care. However, our duty of care is owed only to you, our Client. No duty of care is accepted, nor any liability owed, to any third party unless we have agreed to this in writing. No third party may rely on any advice, report or information provided by us
	Sort Code: 40-40-35	8.2	The limits and exclusions in this clause reflect the insurance cover we has been able to arrange and the Client is responsible for making its own arrangements for the insurance of any excess loss.
	and time for payment shall be of the essence of the Agreement.	8.3	References to liability in this Agreement include every kind of liability arising under or in connection with the Agreement including liability in contract, tort (including negligence), misrepresentation, restitution or otherwise and the term "liable" shall be construed in a manner consistent with this.
5.9	Where our Charges are payable on or before completion of the sale of a property then you must issue a mandate to your solicitors which provides that the Charges which are payable on completion or, if payable earlier, where such charges remain outstanding at completion, will be paid to us directly following completion as a deduction from the sale proceeds of the property.	8.4	Nothing in this clause 8 shall exclude or limit your payment obligations under this Agreement.
5.10	All amounts payable by you under the Agreement are exclusive of amounts in respect of value added tax chargeable from time to time (VAT). Where any taxable supply for VAT purposes is made under the Agreement by us to you, you shall, on receipt of a valid VAT invoice from us, pay to us such additional amounts in respect of VAT as are chargeable on the supply of the Services at the same time as payment is due for the supply of the Services.	8.5	Nothing in the Agreement excludes or limits any liability which cannot legally be limited, including but not limited to liability for death or personal injury caused by negligence; fraud or fraudulent misrepresentation; or breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession) and any other liability which cannot be limited or excluded by applicable law.
5.11	If you fail to make a payment due to us under the Agreement by the due date, then, without limiting our remedies under clause 9, you shall pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest under this clause 5.11 will accrue each day at 4% a year above the Bank of England's base rate from time to time, but at 4% a year for any period when that base rate is below 0%.	8.6	Subject to clause 8.5, our total aggregate liability to you arising out of or in connection with this Agreement for any loss, costs or expenses howsoever caused shall not exceed £1million (one million pounds) for any claim (unless otherwise agreed in writing by us). For these purposes, all claims 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, or one matter or transaction, will be treated as a single claim.
5.12	All amounts due under any Engagement Letter and this Agreement shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).	8.7	Where we are responsible for providing advice and/or services to you, then no individual who is a partner, member
6.	Intellectual property rights		
6.1	All Intellectual Property Rights in or arising out of or in connection with the Services and the Deliverables (other than Intellectual Property Rights in any Client Materials) shall be owned by us. All Intellectual Property Rights in the Client Materials shall remain vested in you.		
6.2	In relation to the Deliverables, we grant to you, or shall procure the direct grant to you, a fully paid-up, worldwide,		

or employee of, or consultant of ours, accepts or assumes responsibility to you or to anyone else for advice and services provided to you. You agree that you will not bring any claim in connection with the Services against any of our partners, members, employees or consultants, but this will not limit or exclude our liability to you.

8.8 We are not responsible or liable for any services or advice provided by, or any act or omission of, any third party that you instruct or that we instruct on your behalf (including any delay caused by them), regardless of whether such persons were introduced by us. For the avoidance of doubt, this clause does not apply where we sub-contract our Services to a third party. You are responsible for any costs and disbursements that we incur on your behalf in relation to third parties that we instruct on your behalf. We may invoice these costs separately to you upon receipt of an invoice to us from any such third party. Please see clause 5.6 for further details.

8.9 Subject clause 8.4 and clause 8.5, we shall not be liable for any:

- (a) wasted expenditure;
- (b) loss of opportunity, production or accruals;
- (c) loss of profits;
- (d) loss of sales or business;
- (e) loss of agreements or contracts;
- (f) loss of anticipated savings;
- (g) loss of use or corruption of software, data or information;
- (h) loss of or damage to goodwill and/or similar losses; and
- (i) any loss, costs, damages, charges or expenses in relation to the exclusions of liability set out in Schedule 1 (where applicable); and
in each case whether direct or indirect; and
- (j) any special, indirect or consequential loss, costs, damages, charges or expenses;
however arising under this Agreement.

8.10 We have given commitments as to compliance of the Services with relevant specifications in clause 4. In view of these commitments, the terms implied by sections 3, 4 and 5 of the Supply of Goods and Services Act 1982 are, to the fullest extent permitted by law, excluded from the Agreement.

8.11 Where you are acting as Consumer, if we fail to comply with our obligations under these Terms and Conditions, we are responsible for any loss or damage you incur that is a foreseeable result of that failure. We will not be responsible for any loss or damage which is not foreseeable.

8.12 If you are dealing as a Consumer, you may have certain legal rights regarding claims in respect of losses caused by our negligence or failure to carry out our obligations. Nothing in the Agreement is intended to limit your legal rights as a consumer. For further information about your legal rights you can contact your local authority or Citizens Advice Bureau.

8.13 In order for us to provide the Services to you, you acknowledge that we are relying on information provided by you to us. We are not responsible for the accuracy or completeness of such information or for checking or verifying the accuracy or completeness of it and shall not be liable for

any loss arising from our use or reliance on such information.

9. Termination

9.1 Without limiting or affecting any other right or remedy available to us, we may (i) terminate this Agreement; or (ii) suspend the supply of Services under this Agreement or any other contract between you and us, with immediate effect by giving written notice to you if:

- (a) you fail to pay any amount due under this Agreement on the due date for payment;
- (b) you become subject to any of the events listed in clause 9.2(b) or clause 9.2(c), or we reasonably believe that you are about to become subject to any of them;
- (c) your financial position deteriorates to such an extent that in our opinion your capability to adequately fulfil your obligations under the Agreement has been placed in jeopardy; or
- (d) you commit a breach of clause 4.1 (Client obligations).

9.2 Without affecting any other right or remedy available to it, either party may terminate the Agreement with immediate effect by giving written notice to the other party if:

- (a) the other party commits a material breach of any term of the Agreement and (if such a breach is remediable) fails to remedy that breach within 14 days of that party being notified in writing to do so;
- (b) the other party takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), applying to court for or obtaining a moratorium under Part A1 of the Insolvency Act 1986, being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction; or
- (c) the other party suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business.

10. Consequences of termination

10.1 On termination or expiry of this Agreement:

- (a) you shall immediately pay to us all of our outstanding unpaid invoices and interest and, in respect of Services supplied but for which no invoice has been submitted, we shall submit an invoice, which shall be payable by you immediately on receipt; and
- (b) you shall return all of our materials, equipment, documents and other property (as set out in clause 4.1(g)) and any Deliverables which have not been fully paid for. If you fail to do so, then we may enter your premises and take possession of them. Until they have been returned, you shall be solely responsible for their safe keeping and will not use them for any purpose not connected with the Agreement.

10.2 TUPE

- (a) Unless otherwise specified in the Engagement Letter, the parties do not anticipate that any person will transfer from the Client or any of its sub-contractors to Rapleys pursuant to TUPE as a result of entering into this Agreement. Accordingly, the Client shall indemnify and keep indemnified Rapleys against all costs, claims, liabilities and expenses (including reasonable legal expenses) incurred by Rapleys (or any of its subcontractors (each a "**Rapleys Subcontractor**") in connection with or as a result of any claim by any such person that they have transferred to Rapleys or any Rapleys Subcontractor including in relation to: (i) any claim or demand by any person or a trade union or other body or person representing such person (whether in contract, tort, under statute) by any person who was employed by the Client or any of its subcontractors arising from any act, fault or omission of the Client or any of its subcontractors on or before the date on which such person claims to have transferred, or (ii) any failure by the Client to comply with its legal obligations in relation to any transfer of any person from the Client or any of its subcontractors pursuant to TUPE.
- (b) In the event of any transfer pursuant to TUPE of the employment of any person employed by the Client to the Rapleys or any of its subcontractors then if Rapleys or any of its subcontractors serves a notice terminating the employment of such person within six months after the date of such transfer, the Client shall indemnify and keep indemnified Rapleys in respect of any costs, claims, liabilities and expenses (including reasonable legal expenses) arising out of such termination, including any amounts payable in respect of such person (including any statutory or contractual redundancy payment) and any compensation or damages which the Rapleys or any of its subcontractors are obliged to pay to such person for unfair and/or wrongful dismissal or settlement of a claim for such compensation or damages.
- (c) References in this clause 10.2 to "the Services" shall where applicable be read as a reference to the relevant part of the Services which are the subject of this Agreement.

10.3 Termination or expiry of the Agreement shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the Agreement which existed at or before the date of termination or expiry.

10.4 **Survival.** On termination or expiry of this Agreement, the following clauses shall continue in force: clauses 1, 4, 5, 6, 7, 8, 10, 11, 12, 13, 14 and Schedule 1.

11. Confidentiality.

11.1 Subject to the provisions of clause 13, each party undertakes that it shall not at any time, disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other party, except as permitted by this clause 11.

11.2 Each party shall take reasonable steps to protect the other party's confidential information that is within its possession or control, against theft, damage, loss or unauthorised access.

11.3 Each party may disclose the other party's confidential information:

- (a) to its Representatives who need to know such information for the purposes of carrying out the party's obligations under the Agreement. Each party shall ensure that its Representatives to whom it discloses the other party's confidential information comply with this clause 11;
- (b) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority; and
- (c) is or becomes generally available to the public (other than as a result of its disclosure by the receiving party or its Representatives in breach of this clause 11).

11.4 Where applicable, each party recognises and accepts that information submitted to a planning authority in the performance of the Services will become public information.

11.5 If at any time a third party requests access to documents held by us or asks to interview any of our partners or employees in connection with the Services we have provided to you, we may be required by law to comply with this request. In these circumstances, you will be responsible for our fees, disbursements and expenses in dealing with any such request, including the fees, disbursements and expenses involved in identifying relevant documents, attending interviews or making or defending any application in connection with the validity of the request. Disbursements and expenses may include the fees of third parties instructed by us in order to advise on issues connected with the request.

11.6 Unless you advise us otherwise in writing:

- (a) we may include your details and details of transactions associated with you in our publicity materials; and
- (b) if we or you engage other professional advisers to assist with the Services, we may disclose any such information to such other advisers as necessary.

11.7 Neither party shall use the other party's confidential information for any purpose other than to perform its obligations under the Agreement.

12. General

12.1 **Force majeure.** We shall not be in breach of the Agreement nor liable for delay in performing, or failure to perform, any of our obligations under the Agreement if such delay or failure result from events, circumstances or causes beyond our reasonable control.

12.2 Assignment and other dealings.

- (a) We may at any time with your written consent assign, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any or all of our rights and obligations under the Agreement.
- (b) You shall not assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any of your rights and obligations under the Agreement without our prior written consent.

12.3 **Entire agreement.** The Agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises,

- assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter. Each party acknowledges that in entering into this Agreement it does not rely on, and shall have no remedies in respect of, any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Agreement. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this Agreement. Nothing in this clause shall limit or exclude any liability for fraudulent misrepresentation.
- 12.4 **Variation.** No variation of this Agreement shall be effective unless it is agreed in writing and signed by the parties or their authorised representatives.
- 12.5 **Waiver.** A waiver of any right or remedy under the Agreement or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy. A failure or delay by a party to exercise any right or remedy provided under the Agreement or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under the Agreement or by law shall prevent or restrict the further exercise of that or any other right or remedy.
- 12.6 **Severance.** If any provision or part-provision of the Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity or enforceability of the rest of the Agreement. If any provision or part-provision of this Agreement is deemed deleted under this clause 12.6, the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provisions.
- 12.7 **Notices.**
- (a) Any notice or other communication given to a party under or in connection with the Agreement shall be in writing and shall be delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case); or, where an address for service of notices by email is set out in the Engagement Letter, to the address specified in the Engagement Letter.
 - (b) A notice or other communication shall be deemed to have been received: if delivered by hand, at the time the notice is left at the proper address; if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting; if sent by email, at the time of transmission, or, if this time falls outside business hours in the place of receipt, when business hours resume. In this clause 12.7(b), business hours means 9.00am to 5.00pm Monday to Friday on a day that is not a public holiday in the place of receipt.
 - (c) This clause 12.7 does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any other method of dispute resolution.
- 12.8 **No partnership or agency.** Nothing in this Agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, or authorise any party to make or enter into any commitments for or on behalf of any other party. Each party confirms it is acting on its own behalf and not for the benefit of any other person.
- 12.9 **Third party rights.** Unless it expressly states otherwise, the Agreement does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Agreement. The rights of the parties to rescind or vary the Agreement are not subject to the consent of any other person.
- 12.10 **Complaints procedure.** As part of our internal Code of Conduct, we have an established complaints procedure and a copy of this document is available upon written request.
13. **Professional duties**
- 13.1 We take conflict issues seriously. We have procedures in place to ensure that conflict checks are carried out on every matter as soon as practical so that, if an issue arises, it can be discussed with the Client and dealt with as soon as possible. Our conflict procedures help us to fulfil our professional obligation not to act for one client in a matter where there is an actual (or significant risk of a) conflict with the interests of another client for whom we are already acting. If at any time the Client becomes aware of an actual or potential conflict of interest, the Client should raise it with us immediately. Subject to our professional duties, we will always seek to resolve any conflict issues in the most advantageous way to the clients concerned. Where our professional rules allow, the Client agrees that after termination of our retainer, we may act or continue to act for another client in circumstances where we hold information which is confidential to the Client and material to the engagement with that other client. We will not, however, disclose the Client's confidential information to that other client. We reserve the right to terminate the Agreement with immediate effect where required to do so in order to comply with: (i) the conflict rules set out in this clause 13 and our other professional duties; and (ii) other regulatory requirements.
- 13.2 In certain circumstances, it may be necessary to erect an information barrier to protect the confidentiality of our client information; if this is needed we will discuss it with you.
14. **Governing law and jurisdiction.**
- 14.1 The Agreement, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by, and construed in accordance with the law of England and Wales.
- 14.2 Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Agreement or its subject matter or formation.