



# COLLAS CRILL TERMS AND CONDITIONS OF BUSINESS - UK REAL ESTATE LEGAL SERVICES

## 1 TERMS & CONDITIONS

1.1 Collas Crill Group is a multi jurisdictional legal services provider carrying on business under the name "Collas Crill". Collas Crill includes the following entities:

- A legal partnership in the British Virgin Islands (BVI) which provides Services in respect of BVI law (**Collas Crill BVI**)
- A legal partnership in the Cayman Islands which provides Services in respect of Cayman law (**Collas Crill Cayman**)
- A limited liability partnership incorporated in Guernsey, Collas Crill LLP which provides Services in respect of Guernsey, Sark and Alderney law (**Collas Crill Guernsey**)
- A limited liability partnership registered in Jersey, Collas Crill LLP which provides Services in respect of Jersey and BVI law (**Collas Crill Jersey**)
- A company with limited liability in Singapore, Collas Crill (Singapore) PTE. Limited which provides Services in respect of BVI and Cayman law (**Collas Crill Singapore**)
- A company with limited liability, incorporated in Guernsey, Collas Crill IP Management Limited which provides intellectual property registration and management services (**Collas Crill IP**)
- Other companies or partnerships legally or beneficially owned by or affiliated to or associated with the preceding partnerships or companies.

A full list of the jurisdictions in which Collas Crill operates and the main trading entities included within Collas Crill is available at [www.collascrill.com](http://www.collascrill.com).

1.2 These Terms and Conditions govern the basis on which we provide the Services to you. They override any other terms and conditions stipulated or incorporated by you in your instructions or any negotiations unless otherwise expressly agreed by us in a separate Engagement Document. They apply to all work provided by us to you in relation to the Services, including any work undertaken before the commencement or deemed commencement of our agreement in accordance with the Engagement Document. Your continued instruction of us constitutes acceptance of these terms save to the extent otherwise expressly agreed in any separate Engagement Document.

1.3 We reserve the right to vary these Terms and Conditions from time to time, including during the course of the provision of Services, without your prior consent. These Terms and Conditions and any future variations will be published on [www.collascrill.com](http://www.collascrill.com) by way of public notice to all current and prospective clients. You will be bound by any revision of the Terms and Conditions upon such publication. A current copy of these Terms and Conditions will also be made available for inspection at our offices in BVI, Cayman, Guernsey, Jersey, London and Singapore during normal business hours.

## 2 DEFINITIONS AND INTERPRETATION

2.1 In these Terms and Conditions (unless the context otherwise requires) the following words and expressions shall have the following meanings:

### Accounts Rules



legislation, rules or codes of conduct provisions in relation to the holding of client monies which apply to us

### **Bar and Law Society Rules**

the laws, rules and regulations (including any amendments that have been or are subsequently made to such laws, rules and regulations) which govern all locally qualified lawyers in BVI, Cayman, Guernsey or Jersey as appropriate and all lawyers who are registered as foreign lawyers in Singapore and any relevant rule or regulation made by the Solicitors Regulation Authority that is applicable to the work undertaken by Collas Crill

### **Business Day**

any day (other than a Saturday, Sunday or public holiday) on which banks are open in the Relevant Jurisdiction for normal banking business

### **Client, you or yours**

any person to whom we provide the services and, in the case of an individual, includes his/her heirs, personal representatives and assigns and, in the case of a body corporate, includes its successors or assigns

### **Collas Crill Jurisdiction**

any one or more of Alderney, the BVI, Cayman, Guernsey, Jersey or Sark

### **Collas Crill offices**

each of Collas Crill BVI, Collas Crill Cayman, Collas Crill Guernsey, Collas Crill Jersey and Collas Crill Singapore

### **Data Protection Legislation**

the data protection legislation in place at the date of instruction in each applicable Collas Crill Jurisdiction

### **Employees**

all partners, officers, employees, consultants and agents of Collas Crill and all directors, officers, employees, consultants or agents of any of its subsidiaries or associated companies

### **Engagement Document**

a letter of engagement addressed to you, or any email or emails or documents detailing the scope of work and/or the proposed fees for work we propose to undertake for you and any relevant responses or documents which relate to it or them (**Initial Engagement Documents**) and any amendments, variations or restatements of the Initial Engagement Documents

### **Rates**

the schedule of fee earners' rates per hour and administrative charges (if any), a copy of which is available on request and on our [website](#).

### **Relevant Jurisdiction**

the jurisdiction specified as the relevant jurisdiction in any Engagement Document or, in default of any such specified jurisdiction: (i) the jurisdiction of registration of the Service Provider identified as your counterparty under these terms pursuant to clause 3.3; or (ii) in the case of a client of Collas Crill Singapore: the Collas Crill Jurisdiction in respect of the laws of which the Services are provided.



### Relevant Regulator

in BVI, the General Legal Council;

in Guernsey, The Guernsey Bar and its Chambre de Discipline;

in Jersey, The Law Society of Jersey;

in Singapore, The Law Society of Singapore; and

for English real estate work, the Solicitors Regulation Authority and the Legal Ombudsman

as applicable

### Services

the provision of legal services relating to the law and legal procedures that operate in England and Wales

### Service Provider, we, our, us, the Firm

the member of Collas Crill (being Collas Crill BVI, Collas Crill Cayman, Collas Crill Guernsey, Collas Crill Jersey, or Collas Crill Singapore) who has sent you the Engagement Document.

Where Services will be provided by more than one office the provisions of clauses 3.3 and 3.4 apply.

- 2.2 Headings in this Agreement are inserted for convenience only and shall be ignored in construing this Agreement.
- 2.3 Unless the context otherwise requires, words (including definitions) denoting the singular number only shall include the plural and vice versa.
- 2.4 References to statutes and/or statutory provisions shall be construed as referring to such statutes or statutory provisions as respectively replaced, amended, extended or consolidated.
- 2.5 References to **the Firm** or **the Client** shall include a reference to any successor company and permitted assigns.
- 2.6 The expression "person" shall be construed to include references to any person, firm, company, partnership, corporation or any agency of it.

## 3 OBLIGATIONS

- 3.1 We undertake that we will exercise reasonable skill and care in the performance of our work in accordance with applicable professional standards and will exercise the utmost good faith in our dealings with you.
- 3.2 You acknowledge and accept that:
  - 3.2.1 your relationship in contract and in tort is solely and exclusively with the Service Provider and not with any Employee or any other member of Collas Crill; and
  - 3.2.2 to the maximum extent permitted by law, no Employee or Service Provider or other member of Collas Crill shall:
    - 3.2.2.1 accept or assume any personal responsibility or liability in contract or tort (including negligence) or under statute or otherwise for; or
    - 3.2.2.2 owe any duty of care to the Client or to any other person in relation to, the conduct of the Services provided by the Service Provider or any matter arising out of or in connection with such Services.



- 3.3 You may be serviced by multiple offices on a particular matter or your matter may involve Services from more than one Collas Crill Jurisdiction. If this is case, for the purpose of these Terms and Conditions your contract will be deemed to be with the Service Provider who initiated the relationship with you and who sent you the Engagement Document. Where another member of Collas Crill provides Services in respect of the matter the subject of the Engagement Document, the Service Provider will be liable for the acts or omissions of that member of Collas Crill as if they were acts or omissions of the Service Provider.
- 3.4 Where you request Services from a member of Collas Crill in respect of a different matter you will be provided with a separate Engagement Document in which case you may have a relationship in tort or contract with a Collas Crill member other than the original Service Provider as provided for under the current Engagement Document.
- 3.5 Any Services we provide to you are for your benefit only. Unless we expressly agree otherwise the Service may not be used by or relied on by any other person and we do not accept any responsibility for the results or consequences of those other persons relying on our Services.

## 4 COSTS, FEES AND DISBURSEMENTS

### 4.1 Basis of charges

- 4.1.1 We believe that fees for the Services should be fair and reasonable, having regard to all the circumstances of the case. Unless otherwise agreed, the total time recorded will be one, but not the only factor taken into account in assessing the level of fees to be charged. Other factors that will be taken into account include the value involved, the complexity, novelty and specialist skills required, the importance and urgency of the matter for you and the place and time of day at which the work was carried out.
- 4.1.2 Our billing rates vary according to the experience, qualifications and role of the individuals involved. Our billing rates are reviewed at the start of each calendar year but may also be adjusted as we consider necessary, for example where an individual is promoted. The rates applied will be those in force at the time the work is undertaken. It is not our practice to notify you of changes to billing rates but we will provide up to date information upon request and our current billing rates can be found on our [website](#).
- 4.1.3 Where time is recorded other than in the currency in which we issue your invoice, the fees in the other currency will be converted to the invoicing currency at the applicable rate as published on [www.OANDA.com](http://www.OANDA.com) on the first Business Day of the month in which your invoice is issued.

### 4.2 Fee Estimates

The partner or director responsible for your matter will always be willing to discuss the basis for charging a particular matter at the outset. Where we provide an estimate of fees and/or disbursements that may be incurred this is only an indication of the amount anticipated as being the likely charge. The actual charges may vary from the amount estimated. No estimate of fees shall be regarded as an agreed fee for the work or matter unless specifically confirmed in writing as such by a partner.

### 4.3 Costs information for residential conveyancing matters

Additional costs information in relation to our Services which comprise the conveyance of residential property can be found on our [website](#)

### 4.4 Costs in contentious matters

- 4.4.1 The amount of work required in respect of any litigation is often uncertain, and often the best that can be achieved is for you to be kept informed by us on a regular basis as to the buildup of costs as the action proceeds. Whatever the outcome of the matter, you are liable to us for the fees and disbursements. Often, but not always, the successful party in



any litigation is entitled to "recoverable costs". If you are unsuccessful in a contentious matter you may be liable for the "recoverable costs" of the other party or parties to the action in addition to our costs and expenses.

4.4.2 The "recoverable costs" will usually be substantially less than the costs and expenses the successful party has incurred. The ability to recover any such costs from the unsuccessful party will be dependent on the unsuccessful party having cash or other assets with which to pay those costs. Where we are instructed in a matter which is or may become contentious we will provide you with further details in respect of our fees, and the extent of any liability for or ability to recover costs from other parties.

#### 4.5 Legal Aid

We do not take on legally aided clients in BVI, Cayman, Guernsey or Singapore. Clients in Jersey who intend to apply for legal aid must advise immediately as due to the relevant rules we may no longer be able to act on your behalf.

#### 4.6 Interim Billing

Unless we agree to the contrary in writing, we will render regular interim invoices as the matter proceeds, usually on a monthly basis in arrears.

#### 4.7 Disbursements

4.7.1 Disbursements, as these are incurred, will be added to the applicable interim or final invoice rendered. By instructing us you are authorising us to incur these on your behalf. Depending upon the matter in question, we may request a payment on account of disbursements to be incurred or we may ask you to settle these directly.

4.7.2 Disbursements may include, but are not limited to, filing fees, registry fees, court fees, registration fees, third party reports, document taxes, the cost of expert reports, foreign counsel fees, courier fees, photocopy and publication costs.

4.7.3 As a general policy we do not charge for secretarial support and administrative services. However, in the event that we are required to dedicate a significant amount of administrative resource to an individual matter, or adhere to an accelerated timetable, we reserve the right to charge for such administrative services. We will agree any such costs with you before these are incurred.

4.7.4 In some instances a sundry expenses charge may be included in invoices to cover general expenses which it is not practical to charge on an individual basis such as telephone calls, photocopying and printing charges.

4.7.5 Usually the fees of any foreign counsel or other advisers instructed by us on your behalf will not be included as disbursements in our invoice. You will be responsible for the settlement of such fees directly with such foreign counsel and/or advisers. In the event that such advisers require to contract with us, we will require their full fees to be paid to us in advance of our instructing them on your behalf.

#### 4.8 Tax on Services

4.8.1 Our hourly rates, fees, disbursements and expenses (and any estimates or quotations in respect of any of the above) are exclusive of any value added tax, goods and services tax or other similar tax (**VAT**). We will add to your invoice any VAT that may apply and may be chargeable on all or any part of the Services or any disbursements or charges in relation to those Services. There is no form of value added or goods and services tax in the BVI, the Cayman Islands or Guernsey.

4.8.2 If any of our invoices is not payable by you as our client but by a third party, you will still be liable for any VAT in respect of our charges (if applicable).

4.8.3 Where we have relied on any exemption from the requirement to charge VAT and it is deemed to be non-applicable for



any reason other than our own acts or omissions we will seek reimbursement from you of any applicable VAT we are required to pay.

#### 4.9 Payment

- 4.9.1 All invoices are payable within 14 days of issue unless agreed otherwise. In certain circumstances the Engagement Document will provide that our invoices are payable on issue or from proceeds of sale. Interest at a rate of 3% above the base-lending rate of The Royal Bank of Scotland plc may be charged, at our discretion, on unpaid invoices.
- 4.9.2 Should you have any queries regarding an account once an invoice has been rendered for payment, please contact the fee earner or partner responsible for the matter or our Accounts Department.
- 4.9.3 Where we are instructed by more than one Client, responsibility for our fees will be joint and several unless otherwise agreed with us.
- 4.9.4 In the event you are required to withhold or make any deductions in respect of tax or other matters from any payment to us, you will pay to us such additional amount as will ensure we receive the same total amount as if there were no such withholding or deduction.

#### 4.10 Trustees, intermediaries and similar parties

Where you are an intermediary representing an ultimate client whose affairs are the subject matter of the Services, you will be primarily liable for our costs and fees. You will remain responsible for payment of our fees where it is intended that our fees be met from a source other than your own funds, such as a trust fund or your client even where funds are not available from that source. This includes, without limitation where you instruct us as representative for another party, as trustee, as liquidator, receiver or administrator and it is intended that our fees be met by that other party's assets, the trust fund or the company's assets as the case may be.

## 5 LEGAL EXPENSES INSURANCE

If the matter is contentious (i.e. it relates to a dispute of some description), you may have legal expenses insurance as part of, or ancillary to a household or motor insurance policy that may cover the costs of pursuing a claim. You should check your insurance documentation and/or consult your insurance broker in order to ascertain whether you have such cover that may cover the costs of pursuing such a claim. However, where you have legal expenses insurance this does not affect your responsibility for the timely payment of our fees.

## 6 PAYMENTS ON ACCOUNT AND CLIENT'S MONIES

- 6.1 We reserve the right to request for monies to be paid up front by you to cover future costs and fees.
- 6.2 All clients' money accepted by us is held in a separate account from our own money.
- 6.3 We reserve the right to pay our fees and disbursements in relation to any matter on which we are acting for you whether individually or with others or for a company beneficially owned in whole or in part by you out of monies held for you in the client account. We will advise you when we do this.
- 6.4 Interest will be paid on client money in certain circumstances. Details of the circumstances in which interest is paid on client money are available on request.
- 6.5 Our clearing bank is The Royal Bank of Scotland International Limited for Guernsey and Jersey clients, The Royal Bank of Scotland plc for Singapore clients, Scotiabank Cayman Islands for Cayman clients and CIBC First Caribbean International Bank Limited and First Bank for BVI clients (together **the Bank**).



- 6.6 Any funds of yours held on account will be paid into, and held by the Bank unless the parties otherwise specify. Should the Bank or any other bank where we agree to pay client monies be unable to meet its obligations for any reason (including if it becomes insolvent or is the subject of any insolvency type procedure) we accept no liability for any costs, claims, expenses, losses (whether consequential or otherwise), damages or liabilities howsoever arising. Your liability for payments of our fees, disbursements and charges shall remain unaffected.
- 6.7 Clause 6.6 will not apply in respect of undertakings provided to clients or third parties in the course of providing Services unless the terms of any such undertaking expressly state otherwise.
- 6.8 Where we are holding money for you on account or otherwise and have suspicions of money laundering or any illegal activity we reserve the right to refuse to transfer out such money without the prior sanction of the relevant authorities.

## 7 SDLT SUBMISSION

- 7.1 We will complete and submit online the Stamp Duty Land Tax return. You authorise us as agent to submit the return containing all necessary information, electronically on your behalf.
- 7.2 You also authorise us as your agent to enter the effective date in any return on your behalf.

## 8 CONCERNS ABOUT OUR SERVICE

- 8.1 If you are dissatisfied with the handling of your instructions by the Firm, you may raise the concern directly with the partner or director responsible for the matter in question. If the issue is not resolved, you may register the concern with one of the following Senior Partners or Managing Partners as appropriate: Gerard Farara (in BVI), Alan de Saram (in Cayman), Advocate Jason Romer (in Guernsey), Advocate Nuno Santos-Costa (in Jersey) and Stephen Adams (in Singapore). The complaint should be made in writing in the form found at [www.collascrill.com/terms](http://www.collascrill.com/terms). We will acknowledge receipt of your complaint within 2 Business Days of receipt. Please contact us for a copy of our complaints procedure or download a copy from our [website](#). Should you be unhappy with the outcome of our investigation you may, to the extent applicable, take your complaint to a Relevant Regulator.
- 8.2 If for any reason the Senior Partner is unable to resolve a complaint in respect of our Services, the Solicitors Regulation Authority or the Legal Ombudsman may be able to help you.

### 8.3 Solicitors Regulation Authority

The Solicitors Regulation Authority could help you if you think we have been dishonest or you have concerns about our behaviour, for example you believe we have dishonestly or deliberately overcharged you, taken or lost your money or treated you unfairly because of your age, a disability or other characteristic.

### 8.4 Legal Ombudsman

8.4.1 If you are a member of the public, very small business, charity, club or trust, then you may have the right to complain to the Legal Ombudsman at the conclusion of our internal investigation. The Legal Ombudsman investigates complaints about poor service from lawyers and will look at your case independently.

8.4.2 Before accepting a complaint for investigation, the Legal Ombudsman will check that you have tried to resolve your complaint with us first. Normally you will need to bring a complaint to the Legal Ombudsman within six months after receiving a final written response from us about your complaint and no more than six years from the date of the act/omission or no more than three years from when you should reasonably have known there was a cause for complaint.

### 8.5 Contact details

Contact details for the Solicitors Regulation Authority and the Legal Ombudsman can be found below. You should contact them



directly for more information or if you would like to make a complaint.

### **Solicitors Regulation Authority**

Visit: [www.sra.org.uk](http://www.sra.org.uk)

Ipsley Court, Bennington Close, Redditch B98 0TD

### **Legal Ombudsman**

Visit: [www.legalombudsman.org.uk](http://www.legalombudsman.org.uk)

Call: 0300 555 0333 between 9am and 5pm

Email: [enquiries@legalombudsman.org.uk](mailto:enquiries@legalombudsman.org.uk)

Legal Ombudsman, P.O. Box 6806, Wolverhampton WV1 9WJ

## **9 TERMINATION**

- 9.1 You may terminate your engagement with us in writing at any time but we will be entitled to keep your papers and documents while there is money outstanding to us for our fees, charges, expenses and disbursements.
- 9.2 In some circumstances we may consider that we should terminate our engagement with you. These include, but are not limited to, circumstances where:
- 9.2.1 you do not produce requisite due diligence material (see Clause 20);
  - 9.2.2 it is no longer appropriate or in your best interest for us to continue to act;
  - 9.2.3 there are fees which have been billed and which are overdue for payment;
  - 9.2.4 we believe that your actions may breach any relevant laws, regulations, rules, codes of conduct or court orders;
  - 9.2.5 we reasonably consider that there has been an irretrievable breakdown of trust and confidence between us; or
  - 9.2.6 a conflict arises.
- 9.3 If we cease to act for you we will advise you in writing and you will be responsible for all work in progress, fees and disbursements up to the date of termination and for any costs and disbursements reasonably incurred in connection with the transfer of any work to another lawyer.
- 9.4 In the event that you terminate your instructions or for any reason the matter does not proceed to completion, we shall be entitled to charge for the time spent in dealing with the matter.

## **10 NON EXCLUSIVITY**

As a matter of general policy we will not accept a general retainer to act for you exclusively. We reserve the right not to accept instructions in respect of any matter, or to decline to continue to act further on the grounds of conflict of interest or otherwise. You agree that we may provide Services to any other client at our discretion and in accordance with the relevant Bar and Law Society Rules. In particular, you agree that we may provide Services to persons who may have interests adverse to you or your affiliates provided, as required by the relevant Bar and Law Society Rules, we do not have any confidential information in relation to you in respect of that specific matter.

## **11 CONFLICTS**

- 11.1 We provide a wide range of services to a large number of clients and whilst we have procedures in place to try to prevent any





conflict, it is possible that a conflict of interest may arise as a result. In order to balance the need to avoid a conflict against our duty of confidentiality, it is our policy to conduct conflict checks on engagement over the whole Collas Crill group, excluding Collas Crill Corporate Services Limited, Collas Crill IP Limited, Collas Crill Listings Limited and Collas Crill Trust Limited.

- 11.2 If we become aware or are notified of a possible conflict of interest, you shall be notified and if possible procedures will be put in place to ensure confidentiality and independence of advice. You agree to notify us as soon as you become aware of a potential conflict, or situations that may give rise to a conflict including any conflict or potential conflict arising in connection with Collas Crill Corporate Services Limited, Collas Crill IP Limited, Collas Crill Listings Limited or Collas Crill Trust Limited.
- 11.3 We are not obliged to inform you of the nature of the conflict, if to do so might, in our opinion, compromise our duties to any other client.

## 12 LIMITATION OF LIABILITY

- 12.1 Should we breach any of our duties to you and become liable to compensate you, you agree that our liability is limited for any one matter in the following respects:
- 12.1.1 you agree your claim is solely against the Service Provider;
- 12.1.2 you agree to make no claim against an individual partner or director or member of staff;
- 12.1.3 our maximum liability to you is limited to £2,000,000 (two million pounds Sterling), or five times the amount of our fees which have been paid in respect of such Services, whichever is greater;
- 12.1.4 we are not liable for indirect or consequential loss or loss of anticipated profit or other benefit; and
- 12.1.5 you shall not be able to recover damages more than once in respect of the same fact, matter or circumstance.
- 12.2 You also agree, on behalf of yourself and of any person or entity advancing any claim by or through you, that in any event any claims against Collas Crill may only be enforced against those assets or property which comprise partnership assets or property of the Service Provider which has contracted with you.
- 12.3 Collas Crill's professional indemnity insurance applies to every Collas Crill entity and to all our Employees.
- 12.4 Any amounts stated in this section may be converted into Singapore Dollars or US Dollars at the prevailing rate of exchange of The Royal Bank of Scotland International Limited.

## 13 COMMUNICATION

- 13.1 Where you are acting on behalf of a third party you confirm that you are authorised on behalf of that third party to instruct us and that we are authorised to receive and provide information to you. You agree you will provide written evidence of such authority if requested by us.
- 13.2 You confirm that we may share information with other lawyers and advisers that you have instructed in relation to this matter. You also confirm that we may take instructions from them. Where you have indicated to us that a third party is instructed by you in relation to the matter we will assume we are permitted to share information with them unless you advise us otherwise.
- 13.3 We assume that you are willing to receive all general correspondence sent via email. We do not guarantee that messages, documents or files sent by email are virus-free. As such, we accept no liability or responsibility for any loss or damage, however caused, by any virus. We strongly recommend that:
- 13.3.1 you use virus checking software; and



13.3.2 you inform us if you have specific confidentiality requirements, such as a requirement for encrypted emails. The cost of setting up any encryption facility on our systems may be added as a disbursement at our discretion.

13.4 You are responsible for virus checking any message, document or file attachment which is sent to us by email.

13.5 We will communicate with you by way of letter, fax, email, telephone or any combination of the above at the address or number last given to us by you in communication generally. Should you not wish us to communicate with you via any particular method, you should instruct us accordingly.

13.6 We reserve the right to record telephone calls.

## 14 STORAGE OF CLIENT DOCUMENTS

14.1 After the completion of any matter, we are entitled to retain all papers and documents which have come into our possession or into existence in the course of our acting for you until all fees and disbursements have been settled in full.

14.2 We will keep all documents, correspondence, memoranda and notes which have been created in the course of the instruction for such period as we consider appropriate in accordance with any legal obligations to do so and the terms of our [External Privacy Statement](#). After such period we are entitled to destroy any documents held by us pursuant to any engagement terms. During this period we reserve the right, but have no obligation, to make electronic copies of any such documents, correspondence, memoranda and notes and, save for original signed documents, we reserve the right to destroy hard copies and store the remainder for filing electronically. After the period of continued retention (whether in electronic form or otherwise) of such documents, correspondence, memoranda and notes (save for original signed documents), we have the right to destroy all such files, unless you have requested in writing to the contrary, at or prior to the conclusion of any matter in question. In accepting these Terms and Conditions you consent to the destruction of such files.

14.3 Should we need to retrieve files from storage, either in relation to new instructions to act for you (where the archived files are relevant) or where you have asked us to retrieve specific documents or papers, we reserve the right to charge for such services.

## 15 WEBSITE AND INTELLECTUAL PROPERTY

15.1 You acknowledge that the Intellectual Property Rights and all other rights in any original materials and/or products created, generated and/or produced by us in the course of provision of the Services (including, without limitation, any documents and reports) (**Work Product**) belong to us. You are granted a non-exclusive non-transferable right to use the Work Product for the purposes for which they were provided in accordance with the Engagement Documents. Any internal notes, memoranda and correspondence (**Internal Documents**) created by us in the course of provision of the Services belong to us even where fees have been charged by us in connection with such Internal Documents. Subject to the relevant Bar and Law Society Rules, or applicable law, you are not entitled to copies of or to review such Internal Documents.

15.2 Our website ([www.collascrill.com](http://www.collascrill.com)) and all material contained in it, provides general information only. None of its content constitutes legal or professional advice, and it should not be relied upon as such. We do not accept responsibility for any loss which may arise from reliance on information contained in our website.

15.3 We do not guarantee that documents or files within or linked to our website are virus-free. As such we accept no liability or responsibility for any loss or damage, however caused, by any virus. We strongly recommend that you use virus-checking software when using our website. In addition, you are responsible for virus-checking any document or file attachment that you send to us via the website. We are not responsible for the content or privacy policies of any external internet websites linked to our website. We do not endorse any information contained in any external internet sites and the links on our website do not imply any association with the policies of the organisations responsible for such websites.



## 16 DATA PROTECTION

- 16.1 For information about the purposes for which we process personal data provided by you and the grounds on which that processing occurs please see our External Privacy Statement.
- 16.2 In agreeing to these terms you warrant and undertake that you are entitled to provide any personal data you deliver to us and that you will ensure that any such personal data are accurate.

## 17 DISCLOSURE

- 17.1 We shall not divulge or use for our own benefit any confidential information which we may obtain in relation to your affairs, except where required in the proper discharge of our duties under these Terms and Conditions or to any person to whom we have properly delegated any of our functions to enable them to perform our duties diligently and properly and in all cases, where permitted by applicable law.
- 17.2 We may disclose information to:
- 17.2.1 our associated offices in other jurisdictions (which may be a partnership or entity that is distinct from the Service Provider);
  - 17.2.2 credit reference or fraud prevention agencies, which may retain a record of the information disclosed to it;
  - 17.2.3 other professional advisers or service providers instructed by you or on your behalf;
  - 17.2.4 service providers that provide services to us (including, without limitation, our insurers, auditors and advisers and providers of telecommunications and computing facilities);
  - 17.2.5 individuals within your organisation and members of your group, if any; and
  - 17.2.6 third parties for marketing purposes and/or business development purposes where specifically permitted under these Terms and Conditions or where you have authorised such disclosure.
- 17.3 Notwithstanding the provisions set out in Clauses 17.1 and 17.2, we may disclose information which would otherwise be confidential if it is permitted by applicable law, and to the extent that it is:
- 17.3.1 required by law, including where we have suspicions of money laundering or terrorist financing;
  - 17.3.2 required or reasonably requested by any securities exchange, listing authority, taxation authority or regulatory or governmental body to which we or you are subject or submit, wherever situated whether or not the requirement of the information has the force of law;
  - 17.3.3 disclosed to our professional advisers, insurers, auditors and bankers;
  - 17.3.4 information which has come into the public domain through no fault of our own; or
  - 17.3.5 where such information was obtained or independently developed by us on a non-confidential basis (as long as we do not know or have reason to know of any breach by such source of any confidentiality obligations with respect to it).

## 18 DISCLOSURE OF DOCUMENTS IN CONTENTIOUS MATTERS

- 18.1 Where you are party to litigation, you are under a continuing obligation to the other parties to disclose at the appropriate stage in the proceedings all documents within your control (including video/audio recordings and electronically stored information) which:



- 18.1.1 you rely on;
- 18.1.2 adversely affect your own case;
- 18.1.3 adversely affect another party's case; and/or
- 18.1.4 support another party's case.

We will advise you specifically about this when appropriate.

- 18.2 However, from the outset you must retain in a safe place all documents which could conceivably be relevant to your case, as we will need to review them in due course. If documents "go missing", even inadvertently, the prospects of success of the matter may be severely prejudiced.

## 19 REQUESTS FOR QUOTES OR MARKETING MATERIAL

- 19.1 Unless otherwise requested in writing by you, we reserve the right to use the details of the identity of a client and a brief outline of the nature of the matter in our marketing material. We will inform you of our intention to use such information save to the extent such information is already in the public domain. In the unlikely event our usage of information for this purpose involves the disclosure of anything classified as personal data under relevant data protection law this will be reduced to the minimum necessary for our legitimate business purposes and undertaken in accordance with the relevant provisions of, our External Privacy Statement.
- 19.2 Unless otherwise notified by you, we will assume that you agree to participate in feedback questionnaires to help us continually improve our service to our clients and for use for publicity purposes.

## 20 CLIENT DUE DILIGENCE AND ANTI-MONEY LAUNDERING

- 20.1 We are required to obtain and maintain relevant client due diligence information about you and your direct or indirect owners and controllers to comply with applicable laws in connection with anti-money laundering, counter-terrorist financing and anti-bribery and corruption and our internal policies and procedures. This may include information on source of funds, source of wealth and tax and regulatory compliance. We reserve the right to carry out searches of publicly available information or in relevant electronic databases to assist us in complying with these obligations. Where there is a change in any information provided to us for these purposes during the course of any engagement you agree to provide us with updated information as soon as practicable and in any event within 25 Business Days of such change taking effect.
- 20.2 You agree that if such information and documentation is not made available to us when required by and in a form acceptable to us, we may without any liability terminate the engagement with you with immediate effect. The time at which such information and documentation is required, and the form in which it shall be delivered to us, shall be determined by us in our absolute discretion.

## 21 LEGAL AND REGULATORY ISSUES OUTSIDE THE RELEVANT JURISDICTION

We are a recognised body for the purposes of the Bar and Law Society Rules issued by the Solicitors Regulation Authority.

## 22 LIMITATION ON SERVICES PROVIDED

- 22.1 We do not provide investment or financial advice or, unless specifically agreed in writing, tax advice. You should not rely on us to advise you in relation to the commercial consequences to you of any course of action. We are not providing legal or regulatory advice in respect of any matter on the laws of any other jurisdiction other than those specified in the Engagement Document(s). Our advice will be provided on the basis of the relevant law in force at the time the Services are provided and we



are not responsible for advising on changes to the law after that date.

- 22.2 We will assume that you have obtained or will obtain appropriate advice in relation to all applicable jurisdictions other than those specified in the Engagement Document(s). Unless specifically agreed otherwise, we will not independently verify the contents of information or documents provided to us by you, your advisers or other third parties on your behalf and will assume that the information and documents provided to us are comprehensive, true, complete, correct and up to date.

## 23 FORCE MAJEURE

We shall bear no liability for loss, damage or delay howsoever arising caused by circumstances outside our control of whatsoever kind including, without limitation, fire, flood, storm, earthquake, wars, riots, or failures of software, hardware, utility or telecommunications supply.

## 24 PARTIAL INVALIDITY

If, at any time, any provision of these Terms and Conditions is or becomes illegal, invalid or unenforceable in any respect under any law of any jurisdiction, neither the legality, validity or enforceability of the remaining provisions of these Terms and Conditions nor the legality, validity or enforceability of such provision under the law of any other jurisdiction shall in any way be affected or impaired.

## 25 JOINT AND SEVERAL LIABILITY

Where the Client is more than one person:

- 25.1 each person appoints the other person(s) to act as his agent to exercise full power and authority in connection with the Services on his behalf;
- 25.2 the obligations of the Client in connection with the matter shall be joint and several; and
- 25.3 where we communicate with one of the persons who comprise the Client, such communication will be deemed to be with all of the persons who comprise the Client and it shall be assumed that such person is authorised to give instructions to us on behalf of each person.

## 26 LIABILITY TO THIRD PARTIES

Save as expressly agreed in writing, we do not accept or assume any duties or liability to any person other than you and we therefore exclude, to the fullest extent permissible by law, any liability to third parties.

## 27 ARBITRATION

- 27.1 Both parties shall use all reasonable endeavours to negotiate in good faith and settle amicably any dispute arising from or in connection with these Terms and Conditions.
- 27.2 We may elect to submit any dispute between the parties, arising from or in connection with these Terms and Conditions, and which is not settled by agreement in writing between the parties within 30 days after it arises, to arbitration in accordance with the arbitration rules of the London Court of International Arbitration (**Rules**) effective on the date of the Client's instructions. If we elect to submit any dispute to arbitration, you will be bound by this election.
- 27.3 Any such arbitration shall be conducted:
- 27.3.1 in the Relevant Jurisdiction in the English language;
- 27.3.2 in accordance with the Rules; and



27.3.3 by a single arbitrator:

27.3.3.1 to be agreed between the parties; or

27.3.3.2 failing such agreement within 30 days of the election to submit the relevant dispute to arbitration in accordance with this clause, by a single arbitrator appointed by the President for the time being of the London Court of International Arbitration.

27.4 The decision of any such arbitrator shall be final and binding upon the parties (save in the case of fraud).

## **28 JURISDICTION**

28.1 The construction, validity and performance of the Engagement Document and these Terms and Conditions shall be governed in all respects by the laws of the Relevant Jurisdiction.

28.2 The courts of the Relevant Jurisdiction shall have exclusive jurisdiction in relation to any claim, dispute or difference concerning the Engagement Document, these Terms and Conditions and any matters arising from them. Each party irrevocably waives any right it may have to object to an action being brought in those courts, to claim that the action has been brought in an inconvenient forum, or to claim that those courts do not have jurisdiction.

**February 2019**