



Mosaic Chambers

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Business Centre 05,

Rakez Business Zone FZ

Terms of Business

(these 'Terms of Business')

In these Terms of Business, "we", "us" and "our" refers to Mosaic Chambers, the trading name of Mosaic Chambers LLC.

1. Our relationship with you

- 1.1 We provide the Services to you on the basis of these Terms of Business (**Terms**) and the relevant Engagement Letter (together this Agreement).
- 1.2 You confirm that the scope of work set out in the Engagement Letter is sufficient for your purpose. Our work is prepared and provided only for the agreed purpose. Any revision to the scope of work must be agreed in writing and may be subject to additional fees. Except as expressly stated in the Engagement Letter we will not begin any work until you have confirmed your acceptance of the Engagement Letter and no responsibility is assumed prior to this date.
- 1.3 This Agreement shall (to the full extent permitted by law) operate to the entire exclusion of any other agreement, understanding or arrangement of any kind between us and you preceding the date of this Agreement and in any way relating to the Services which we are to provide pursuant to this Agreement.
- 1.4 You will be solely responsible for (a) determining whether or not to proceed with any transaction or particular course of action in light of the Services we provide to you; and (b) exercising management responsibility in respect of your affairs.
- 1.5 In the event that you determine that any Services we provide under our Agreement are not suitable or are no longer required by you, you can terminate our engagement as otherwise set out in this Agreement, but you will remain liable for any reasonable fees incurred up to the date of termination as set out in the Agreement.
- 1.6 We accept no duty of care nor assume any responsibility to any person other than the person to whom the Letter of Engagement is addressed (the "Addressee"). The persons signing the Letter of Engagement on your behalf warrant that any non-signatory Addressees shall be bound by the Agreement and that the signatories are duly authorised to sign the Engagement Letter on behalf of the other Addressees. Any third party (including any group company who is not an Addressee) who chooses to rely upon any advice we give shall do so entirely at their own risk.
- 1.7 This Agreement constitutes the whole agreement and understanding between us and you as to the Services that we are to provide pursuant to this Agreement and there are no other provisions, terms, conditions or obligations, whether oral or written, express or implied, other than those contained or referred to in this Agreement. Any amendments, additions or alterations to this contract shall not be effective unless in writing and signed by a duly authorised representative of each party.

2. Declining to advise

Please note that we reserve the right to decline to advise in relation to a particular matter if we consider that the matter falls outside of our professional expertise, or if we reasonably believe there is some ethical or professional conduct reason why we are unable to advise. Further, we may ask you to enter into a separate Agreement with us if we consider that the matter you are asking us to advise on is sufficiently substantial and/or complex so as to warrant it being treated as a new, and separate, contract.

3. Changes in the law

- 3.1 We will not accept responsibility if you act on advice given by us on an earlier occasion without first confirming with us that the advice is still valid in the light of any change in the law or your circumstances.

- 3.2 We will accept no liability for losses arising from changes in the law or the interpretation thereof that are first published after the date on which the advice is given, even where those changes may apply retrospectively.

4. Agent

In providing our Services, we may act as your agent, if authorised to do so by you. Our acting as agent does not absolve you of your obligations to comply with all relevant tax legislation.

5. Your obligations

You agree that you will: (a) provide us with timely, complete, accurate and up-to-date information to enable us to provide the Services within a reasonable time; (b) inform us of any additional information of which you become aware that may be relevant to the Services. You warrant that you have all the necessary authorisations (including pursuant to the Data Protection Act 2018, the Privacy and Electronic Communications (EC Directive) Regulations 2003 and the General Data Protection Regulations) to supply all such information and that its provision does not infringe the rights of any third party. You shall not be entitled to assume that information provided to us in another context will be taken into account for the purposes of providing the Services. In the event that you fail to provide any information we request or which we reasonably need to provide the Services in a timely way, we may be unable to perform the Services and you will be liable for any reasonable costs which we incur.

6. Correspondence with and disclosure to HM Revenue and Customs (HMRC) and / or other relevant tax authorities

- 6.1 It is your responsibility to ensure that all information supplied to us is accurate and complete and that all returns, declarations and disclosures made to HMRC (or any other relevant tax authority) are, to the best of your knowledge and belief, correct and complete.
- 6.2 We operate an ethical policy of full disclosure with HMRC (or any other relevant tax authority). Where estimates or valuations are included in any report or return which we have prepared on your behalf, it is our policy to disclose the basis upon which such estimates or valuations are made.

7. Correspondence with third parties

During the course of our engagement, we may need to correspond with third parties who will require your authority to correspond with us. Where this is the case, we will forward to you a letter of authority which will need to be signed before it can be submitted to the relevant third party.

8. Commissions or other benefits

In some circumstances, we may receive commissions or other benefits for introductions to other professionals or in respect of transactions which we arrange for you. Where this happens, we will notify you in writing of the amount and terms of payment and receipt of any such commissions or benefits. The same will apply where the payment is made to or the transactions are arranged by a person or business connected with ours. The fees you would otherwise pay will not be reduced by the amount of the commissions or benefits. Further, you agree that any commission or other benefits we received may be retained for our use, and that we will not be liable to account to you for any such amounts.

9. Charges and Expenses

- 9.1 The Fees for the Services will be detailed in the Engagement Letter and will either be quoted on a fixed fee basis or on an hourly rate basis, where an estimate of anticipated fees and expenses will be provided where possible. A fee estimate is not binding as to the final cost as it is often not possible to predict the amount of work required. An estimate represents our view of the likely costs. If we have given you a fixed fee quote, this is based upon the information available to us when the quote was given and assumes the matter will not prove more complex or time consuming than normal for that type of work.
- 9.2 Whilst our fees are always quoted in pounds sterling, we are able to take payment in cryptocurrency, pursuant to clause 10.3, if this is preferable.
- 9.3 We reserve the right to revise our fee quote if we are required to complete work which is additional to the original scope of work required or which is unexpected at the time the quote was given.
- 9.4 In other cases, our charges will be calculated by reference to the time spent undertaking the Services on your behalf. The hourly charge out rates (or a blended rate) of the persons involved in your matter will be detailed in the Engagement Letter. All amounts payable are exclusive of VAT.

- 9.5 Disbursements may be incurred on your behalf and these will be payable by you as expenses in addition to our fees.
- 9.6 The fee set out in the Engagement Letter are based on the following assumptions:
- 9.6.1 it is your responsibility to ensure that when appointing us to act in relation to a specific matter, you provide us with information that is accurate and complete;
 - 9.6.2 you will inform us as soon as reasonably possible of all material changes or proposed changes in relation to the matter, or any proposed party to the matter, which are or may be relevant to us in connection with our engagement;
 - 9.6.3 you will provide us with access to any such information and assistance as we may reasonably request in connection with the matter in a timely fashion;
 - 9.6.4 our advice will be provided to you by letter and/or email, and within a timescale which we will agree with you;
 - 9.6.5 we will confirm our understanding of the matter when we provide our advice; and
 - 9.6.6 the advice we provide to you will be specific to the particular matter; consequently, we do not assume any responsibility or any liability to you for advice which we provide to you in response to one particular matter that you may choose to use or rely upon in relation to another matter, without prior reference to us.
- 9.7 If your instructions to us change during the course of the provision of the Services, you will notify us in writing at the relevant time. We will then provide you with written confirmation of any changes to our fees as a result of those changes.
- 9.8 For the avoidance of doubt, whilst we will always seek to inform you of ideas in relation to general planning of which we become aware that may be of assistance to you, we cannot accept a duty to monitor and unilaterally suggest planning advice on specific matters. Advice on the implications of such specific matters will be given once you have referred it to us.

10. Payment Arrangements

- 10.1 Unless otherwise agreed in writing, payment in full is due on receipt of our invoice. We reserve the right to charge interest on unpaid bills at the rate of 5% per annum above the base rate of Barclays Bank plc from time to time. Such interest shall accrue daily from the date the invoice is due until actual payment has been made.
- 10.2 Where payment is made from an overseas account, you should ensure that any overseas bank transaction fees are borne by you, the remitter. If fees are deducted from our payment, we reserve the right to raise an additional invoice for the amount of the fees deducted.
- 10.3 Where payment is made in cryptocurrency using bitpay.com it is your responsibility to ensure that the cryptocurrency amount is sufficient to cover our fees plus VAT, (where applicable) in pounds sterling. You will be solely responsible for any transactions cost which arise as a result of you making payment using bitpay.com. Payments made using bitpay.com are immediately converted into pound sterling on receipt of funds, and as such, if the crypto payment you make is not sufficient to cover our fees, we reserve the right to ask you to make an additional payment for any balance outstanding.
- 10.4 Where you have signed up to a Go Cardless mandate, please note that whilst invoices will always be agreed with you before they are raised, pursuant to the Go Cardless T&C, once invoices are raised payments will be taken from your account automatically on the date of that invoice. Please therefore ensure that there are sufficient funds in your account for those payments to be taken.
- 10.5 Pursuant to clause 10.3, if your Go Cardless direct debit mandate is cancelled whilst our engagement is ongoing or before we have completed our work in full; or if there are insufficient funds in your account to allow us to take payment, we reserve the right to immediately cease work on your engagement.

11. Ownership of books and papers

All documents such as (without limitation) working papers, letters, memoranda, file notes of meetings and telephone calls, draft computations and returns and copies of other original documents which we create or which we receive either as principal in our own right or as agent for you belong to us. When we draft or prepare documents for you, the copyright in those documents belongs to us. For the avoidance of doubt we do not assert such ownership rights to documents such as, for example, title documents, original invoices and other original primary accounting records, tax deduction certificates, belonging to you but we may retain possession of them by exercising a lien because our fees remain

outstanding after becoming due for payment. Generally, if you give us papers that relate to a particular matter we are handling for you these will be kept on your file. After completing the work, we may keep your file of papers for you in storage for not less than 3 years, but after such period we have the right to destroy your file of papers. We will assume that you don't want these papers returned to you unless you have stated otherwise in writing.

12. Consumer Contracts Regulations 2013 (applicable only to Consumers)

- 12.1 If you are a **"Consumer"** (meaning that you are a natural person who, in instructing us, is acting for purposes outside of a trade, business or profession) and our instructions from you to act arose at a meeting away from our office, it would be an "off-premises" contract; and as such you would have a right to cancel your instructions to us (by letter, fax or e-mail) within 14 days of the day after the date that you contacted/instructed us. If you cancel the contract within that 14 day period, but in the meantime you instruct us to, and we do, carry out an item of work, you will be liable to pay our reasonable costs for that work. Also, if you authorise us to commence work and thereafter give notice of cancellation, by which time we have completed the matter, again you would be liable to pay our reasonable costs for that work. However, subject to this point, if you exercise your cancellation right, you would not be charged for our services.
- 12.2 If we have been instructed to act for you otherwise than as described above, this would be an "on-premises" contract, with no right of cancellation; although you would be entitled to terminate our retainer (as mentioned elsewhere in this Agreement).
- 12.3 If you return the Engagement Letter to us, duly signed, then
- 12.4 this would amount to your authority to proceed with the matter, with any cancellation right having been waived; and once we have started the work, you may be charged if you then cancel the instructions. As mentioned above, during the course of the matter you would be entitled to terminate our retainer as otherwise set out in this Agreement.

13 Confidentiality and Data Protection

- 13.1 We are under a professional and legal duty to keep your affairs confidential and, in any event, we place the utmost important on keeping all of your affairs confidential.
- 13.2 We confirm that we are aware of our obligations under the Data Protection Act 2018, the Privacy and Electronic Communications (EC Directive) Regulations 2003 and the General Data Protection Regulations (the Acts) and we will take appropriate technical and organisational measures to comply with all our obligations under the Acts when processing Personal Data supplied by you. All terms used in this paragraph 13 have the same meaning as in the Data Protection Act 2018.
- 13.3 In the provision of our Services we may need to collect and use personal information about you or your clients which we will hold as data controllers under the Acts. You confirm that you will comply with any obligations that you may have under the Acts when providing us with this personal information.
- 13.4 All such personal information will be held and processed strictly in accordance with the provisions of the Acts and will only be used to provide the Services and for related purposes (including updating client records, analysis for management purposes, statutory returns, legal, regulatory compliance and the provision of information we may consider relevant). We will not, without consent or a valid lawful basis, provide any such personal information to any third party except that where such transfer is a necessary part of the Services provided, or we are required to do so by operation of law.
- 13.5 We will only process data where we have a lawful basis to do so and where the Acts require us to obtain your consent prior to processing personal information, we shall seek such consent in accordance with the provisions of the Acts. You may withdraw this consent at any time by writing to us.
- 13.6 Where we use a third party to process any personal information we collect as a result of performing the Services, we will use all reasonable means to ensure that such third party complies with their obligations under the Acts in relation to the processing of such personal information.
- 13.7 You have a right under the Acts to obtain details of the personal data held about you by the firm, together with details of the processing conducted by the firm. If you would like to receive such details or if you wish to contact us about any of the personal information we collect, you can do this by writing to us at awood@mosaicchambers.com
- 13.8 Certain information that we supply to you is provided in confidence (including, but not limited to, all fee quotes and estimates) and may not be supplied to third parties, unless those third parties have a direct engagement with you. Where a report or document that we have prepared for you needs to be supplied to a third party, (other than a client with which you have an engagement), we reserve the right to stipulate the terms of any disclosure and/or to insist that the third-party contracts directly with us before receiving any such report or document.

- 13.9 We will be entitled to make and retain copies of any documents or material prepared by us or on our behalf or supplied to us for the purposes of this Agreement, where it is necessary for us to do so for the purposes of our prudent record-keeping or to comply with our regulatory or legal obligations.

14 Intellectual Property Rights

- 14.1 All intellectual property rights, (including, without limitation all patents, copyrights, trade marks, service marks, trade business and domain names, rights in goodwill or to sue for passing off, rights in designs, rights in computer software, database rights, moral rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered, and all similar or equivalent rights or forms of protection in any part of the world) in or arising out of or in connection with the Services shall be owned by Mosaic Chambers.
- 14.2 Ownership of intellectual property in material that is pre-existing or that is not prepared by us exclusively for the purpose of the Services shall be retained by its original owner. We own and retain all intellectual property rights in all other work that we do for you (including, but not limited to documentation). We hereby grant you a non-exclusive revocable license to use such work for the purposes for which we have provided it, but for no other purpose.

15 Auditing our business

External firms or organisations may conduct audit or quality checks on our business. These external firms or organisations are required to maintain confidentiality in relation to your files.

16 Our services and complaints procedure

We are confident of providing a high-quality service in all respects. We will provide the Services with reasonable skill and care. However, if at any time, you would like to discuss with us how our service to you could be improved, or if you are dissatisfied with the service you are receiving, please let us know by contacting one of the Directors. In the first instance, please contact Andy Wood on awood@mosaicchambers.com.

17. Professional Indemnity Insurance

- 17.1 We maintain professional indemnity insurance. Subject to paragraph 18.1 below, we will not have any liability for any amount of any claim in excess of that level.
- 17.2 Subject to paragraph 18.1 below, we shall not have any liability arising from circumstances beyond our control. Where we instruct third parties on your behalf (such as barristers or experts), we shall not have any liability for the advice or conduct of such third parties.

18. Limitation of Liability

- 18.1 Nothing in these Terms shall exclude or restrict our Liability for:
- 18.1.1 Fraud or fraudulent misrepresentation;
 - 18.1.2 death or personal injury caused by our negligence; or
 - 18.1.3 any other Liability which by law cannot be excluded or restricted.
- 18.2 This paragraph 17 sets forth our entire liability, and your sole and exclusive remedies, in respect of performance, non-performance, purported performance, delay in performance or mis-performance of these Terms, the Agreement or any Services in connection with these Terms.
- 18.3 For the purposes of these Terms, "Liability" shall mean the aggregate of all losses or damages (including interest thereon if any) and costs suffered or incurred, directly or indirectly, by you under or in connection with this Agreement or its subject matter (as the same may be amended or varied) and any report prepared pursuant to it, including as a result of breach of contract, breach of statutory duty, tort (including negligence), misrepresentation, restitution, or other act or omission by the Firm.
- 18.4 Subject to paragraph 17.1, we shall not have any Liability, whether in contract, tort (including negligence), for breach of statutory duty or otherwise, arising under or in connection with the Terms, the Agreement and the performance of the Services for:
- 18.4.1 indirect or consequential losses, damages, costs or expenses;

- 18.4.2 loss of actual or anticipated profits;
- 18.4.3 loss of contracts;
- 18.4.4 loss of use of money;
- 18.4.5 loss of anticipated savings;
- 18.4.6 loss of revenue;
- 18.4.7 loss of or damage to goodwill;
- 18.4.8 loss of business;
- 18.4.9 ex gratia payments;
- 18.4.10 loss of operation or management time;
- 18.4.11 loss of opportunity;
- 18.4.12 loss caused by the diminution in value of any asset; or
- 18.4.13 loss of, damage to, or corruption of, data, software or information

whether or not such losses were reasonably foreseeable or our agents or contractors had been advised of the possibility of such losses being incurred, and whether or not such losses are direct, indirect, consequential or otherwise.

- 18.5 Subject to paragraph 18.1 our total aggregate Liability, whether in contract, tort (including negligence), for breach of statutory duty or otherwise, arising out of or in connection with all claims in relation to the Engagement Letter or the Services shall be limited to an aggregate amount of £2,000,000. This amount includes any damages, costs (other than defence costs) and interest that may be awarded against us as part of any such claim.
- 18.6 The limitation of Liability under this paragraph 17 has effect in relation to both any liability expressly provided for under this Agreement and to any liability arising by reason of the invalidity or unenforceability of any term of this Agreement.
- 18.7 You acknowledge and accept that we only provide services to you on the express condition that we will not be responsible for, nor shall we have any Liability (subject to paragraph 18.1) directly or indirectly for any act or omission of you or any third party.
- 18.8 You agree not to bring any claim in respect of loss or damage suffered by you out of or in connection with the Services (including but not limited to delay or non-performance of our Services) against any of our directors or employees. This restriction will not operate to limit or exclude our liability for the acts or omissions of any director or employee. It is agreed that any director or employee will have the right to enforce this paragraph pursuant to the Contracts (Rights of Third Parties) Act 1999.
- 18.9 Where you suffer any loss for which we and any other person are jointly and severally liable to you, the loss recoverable by you from us shall be limited so as to be in proportion to our relative contribution to the overall fault of the firm, you and any other person in respect of the loss in question.
- 18.10 We will rely on the fact that information you provide us with is accurate and complete, and consequently we cannot accept liability for any loss arising from our advice that is based on incomplete and/or inaccurate information you have given to us.
- 18.11 You agree that our advice provided to you is provided solely under the terms of this contract and for your benefit and may not be relied upon for any other purpose nor by any other person without our prior written consent. For the avoidance of doubt, we accept no duty of care nor assume any responsibility to any other person other than those who are parties to this contract or who are specifically referred to in this paragraph.
- 18.12 There may be occasions in the provision of our Services where you wish us to comment on the commercial aspects of legal documents drafted by lawyers. We will not be involved in their drafting and/or preparation as we consider this is within the realm of the professional business of lawyers. Further, whilst every care will be taken in the advice we give in relation to any information contained in such documents, such advice and/or comment should not be taken as settling the documents, which will have been drafted by your lawyers. Accordingly, we cannot accept any liability or responsibility for any loss or damage suffered as a result of any defect in such documents arising from their drafting, preparation, completion or the mechanics of putting them into effect.

19. Money laundering

- 19.1 Various international, European and domestic laws require us to assist the relevant regulatory and other authorities in eradicating the proceeds of crime and tax evasion (otherwise known as "money laundering"). We are obligated to comply with such laws as are in place from time to time and, if we fail to comply, we may be the subject of civil and/or criminal sanctions.
- 19.2 One of the obligations we have in respect of money laundering is to obtain from you satisfactory evidence of your identity before we act for you, and we may need to update our records with such evidence of your identity at any time once we have started to act for you.
- 19.3 Subject to paragraph 18.1 above, we shall not have any Liability arising as a direct or indirect consequence of our compliance in good faith with any laws or other statutory, regulatory or professional obligation relating to money laundering and related concepts.

20. Disputes and mediation

In the unlikely event of a dispute arising out of or relating to this contract it is mutually agreed that before embarking on litigation proceedings we will attempt to resolve it through negotiations between senior executives of our respective organisations, who have authority to settle the same. If the matter is not resolved through negotiation, we shall endeavour to agree upon the nomination and appointment of an independent mediator upon receipt of a written notice, by either of us to the other, to concur in such nomination and appointment. Should either of us fail to concur in such nomination and appointment within 14 days, either party may apply to the Consultants for Effective Dispute Resolution (CEDR at www.cedr.co.uk), for the appointment of a mediator. Each of us will give due weight to the views of the mediator and will hope to resolve the dispute as a result thereof but such mediation is not binding and after the mediation each of us can resort to other means of dispute resolution that will be binding and enforceable. If either of us unreasonably refuses to invoke the mediation process the other party can, on giving written notice, rescind this term.

21. Contracts (Rights of Third Parties) Act 1999

Except to the extent that our directors and employees can benefit from paragraph 18.8 above, it is hereby agreed between us that the Contracts (Rights of Third Parties) Act 1999 does not apply to the terms of this contract or any subsequent amendment to it unless expressly confirmed in writing that the said Act does apply.

22. Marketing/publicity and confidentiality

Save in respect of paragraph 15, communication between us is confidential and we shall take all reasonable steps to keep confidential your information except where we are required to disclose it by law, by regulatory bodies, by our insurers or as part of an external peer review. Unless we are authorised by you to disclose information on your behalf this undertaking will apply during and after this contract.

23. Staff

Our staff are assigned to you on the mutual understanding that neither party will offer employment to, nor employ, the staff of the other who have been involved during our assignment, or dealing with you, within twelve months unless written consent has been obtained from either party. If such consent is given either party reserves the right to bill an appropriate fee of 24% of the annual salary plus VAT on appointment.

24. Force majeure

No party to this contract shall be held in any way responsible for any failure to fulfil its obligations under this contract if such failure has been caused (directly or indirectly) by circumstances beyond the control of the defaulting party. This shall include war, riot, acts of terrorism, industrial action, accident or equipment failure (except where such accident or equipment failure has been caused by the negligence of the defaulting party, its employees, sub-licensees, subcontractors, agents or otherwise).

25. Termination

- 25.1 We may decide to stop acting for you and terminate our Agreement if:-
- 25.1.1 there is or may be a conflict of interest;
- 25.1.2 where you fail to produce satisfactory evidence of identity;

25.1.3 where there is a material breach of any of these Terms, or

25.1.4 where there is another good reason.

We will give you reasonable notice that we will stop acting for you.

25.2 We may serve written notice to immediately terminate this Agreement if:

25.2.1 you (i) are in material breach of this Agreement, which, if capable of remedy, has remained unresolved after 30 days from discovery of the breach; (ii) repeatedly commit breaches of your obligations; or (iii) become insolvent or unable to pay your debts; or

25.2.2 continuing the Services is likely to result in a breach of applicable law of regulation, our independence

25.3 In the event of non-payment of any bill rendered by us in accordance with our terms for payment, we reserve the right to unilaterally suspend or terminate our Agreement with you and the Services provided under it. We will give you written notice of any such suspension or termination of our Agreement with you.

25.4 Any such notice shall be given by post or by e-mail and deemed to be delivered to you two days after posting, or if the notice is sent to you by e-mail it shall be deemed delivered to you at the date and time of transmission or sending. Following any such suspension or termination our contractual or tortious duty of care to you will cease for any future actions or advice required under the Agreement with you.

25.5 You will remain liable for all fees and expenses and VAT owing (together with interest calculable thereon) up to the point of termination and such fees are payable on our standard credit terms.

25.6 In addition to the rights set out above, each of us may terminate our contract by giving not less than one months' notice in writing to the other party.

25.7 Where you fail to cooperate with us or we have reason to believe that you have provided us or HMRC with misleading information, we may terminate this contract immediately.

25.8 Termination will be without prejudice to any rights, remedies, obligations or liabilities that may have accrued to either of us under this Agreement up to the date of termination, including the right to claim damages in respect of any breach of the Agreement which existed at or before the date of termination.

25.9 Following termination of our contract and during any period of suspension of the Services, we shall be under no obligation to you under contract or tort in respect of any future actions that we would otherwise have been obliged to take under this Agreement. We shall remain entitled to recover payment of our reasonable fees and expenses incurred up to the date of termination or suspension together with interest in respect of any late payment. If the Services are suspended for any reason, you shall be liable for any costs which we have reasonably incurred up to and including the date of such suspension. We shall have the right to provide you with an interim bill in respect of such costs.

26. Notices and communication

26.1 Any notice or other document to be served under this contract must be in writing and may be delivered or sent by pre-paid first class letter post, or scanned/converted into electronic format (such as PDF or similar) and sent by email to the party to be served at that party's address set out in this contract or at such other address or number or email address as that party may from time to time notify in writing to the other party.

26.2 Any notice or document shall be deemed to be served:

26.2.1 if delivered, at the time of delivery;

26.2.2 if posted, 48 hours after posting; and

26.2.3 if sent by email, at the time of transmission if between the hours of 9.00 AM and 5.00 PM on Monday to Friday (other than statutory holidays) or otherwise at 9.00 AM on the next succeeding business day.

26.3 Any notice or document that is sent in electronic form by email shall also be sent in hard copy form by pre-paid first class post on the same day it is sent by email.

26.4 In proving service (without prejudice to any other means):

- 26.4.1 by post, it shall only be necessary to prove that the notice or the document was contained in an envelope properly stamped and posted as provided in this paragraph;
- 26.4.2 by email, it shall be necessary to prove that it was sent from the sender's email account.
- 26.5 Unless you instruct us otherwise we may, where appropriate, communicate with you and with third parties via email or by other electronic means. The recipient is responsible for virus checking emails and any attachments.
- 26.6 With electronic communication, there is a risk of non-receipt, delayed receipt, inadvertent misdirection or interception by third parties. We use virus-scanning software to reduce the risk of viruses and similar damaging items being transmitted through emails or electronic storage devices. However electronic communication is not totally secure and we cannot be held responsible for damage or loss caused by viruses nor for communications which are corrupted or altered after dispatch. Nor can we accept any liability for problems or accidental errors relating to this means of communication especially in relation to commercially sensitive material. These are risks you must bear in return for greater efficiency and lower costs. If you do not wish to accept these risks please let us know and we will communicate by post, other than where electronic submission is mandatory.

27. Governing law and jurisdiction

- 27.1 This contract shall be governed by and construed in accordance with English Law and you hereby agree with us to submit for all purposes in connection with this contract to the exclusive jurisdiction of the English courts.
- 27.2 Paragraph 27.1 will not apply where you are a consumer, and where, by law, such dispute or claim must be brought in the jurisdiction in which you are domiciled, or where the relevant law contains mandatory provisions which override such exclusive jurisdiction.

28. Conflict between our engagement letter and our terms of business

- 28.1 If any provision of our Engagement Letter or these Terms is held to be void, then that provision will be deemed not to form part of this contract.
- 28.2 In the event of any conflict between these Terms and the Engagement Letter, the relevant provision in the Engagement Letter will take precedence.