Terms of business

BatesWells

1. About our firm

1.1 Bates Wells & Braithwaite London LLP ('Bates Wells') is a limited liability partnership registered in England and Wales (OC325522). Bates Wells is a professional services firm, authorised and regulated by the Solicitors Regulation Authority ('SRA') (465497).

1.2 These Terms of Business, together with the letter confirming our appointment (your 'Engagement Letter'), are referred to as the 'Terms'. The Terms constitute the contract between you and Bates Wells. If there is any inconsistency between these Terms of Business and your Engagement Letter, your Engagement Letter will take precedence.

1.3 In these Terms, references to 'you' and 'your' are to you, our client and references to 'we', 'us' and 'our' are to Bates Wells.

1.4 Senior members of Bates Wells may sometimes be referred to as 'partners'. Any reference in our Terms to a 'partner' in relation to Bates Wells, is a reference to a member of Bates Wells or to a consultant or employee of ours with equivalent standing and qualifications.

1.5 These Terms of Business are subject to change from time to time and are updated on our website at www.bateswells.co.uk. These Terms of Business were most recently updated on 12 November 2026.

2. Our commitment to you

2.1 We will ensure that you are aware of any important dates that arise during the course of your matter, to the extent that this is reasonable. However, once our work is complete, we will not be responsible for reminding you of any deadlines or other important dates.

2.2 Throughout the course of your matter we will advise you of changes in any law or regulation which may affect your matter. However, we will not be responsible for notifying you of changes in any law or regulation after our work is complete.

2.3 We may provide you with drafts of our advice before reaching a final position. We will ensure it is clear that these are drafts but we will not accept any responsibility if you act or refrain from acting on the basis of our draft advice before it is finalised.

2.4 We will provide you with an estimate of the likely costs of your matter. There are many variables which can affect our estimate and unless we agree a fixed fee our final charges may be higher or lower than our estimate. We will update you on the progress of your matter at appropriate intervals and will keep you informed of the costs you are incurring, updating our estimate where appropriate. However, we will not update you on every slight change in your matter as it may not be proportionate or cost effective for us to do so.

2.5 We value your feedback. How you feel about the service we provide is of key importance to us. If you do not feel you are receiving the service you expect then please speak with one of your advisors as soon as possible. We also have a formal complaints policy which will be sent to you with your Engagement Letter and this can be viewed on our website at: https://bateswells.co.uk/complaints-procedure/

3. Your commitment to us

3.1 Our advice is based on the information you give us. You agree that you will, in a timely manner, provide us with any information and documentation we request which is necessary for us to establish you as a client, to comply with our legal obligations to verify your identity, or which is necessary for the conduct of your matter. You will ensure that this information is, and remains, true and accurate in all material respects as, unless we agree otherwise, we will not check the accuracy or completeness of such information.

3.2 You are responsible for ensuring that you have all of the necessary rights to supply us with the information you provide and that our use of that information will not infringe the rights of any third party or result in our breach of any law, rule or regulation.

3.3 You should let us know as soon as possible of any changes to the information you have provided and forward to us any new information that may be relevant to our work for you. You also agree to tell us if any of the assumptions on which your Engagement Letter is based appear to be inaccurate or unrealistic.

3.4 It is crucial that you provide us with clear and timely instructions to enable us to appropriately progress your matter and that you let us know if there is anything that you don't understand or that troubles you.

3.5 If requested, you will ensure we have appropriate funds held on account of your legal costs. You also agree to pay our invoices promptly to ensure there is no interruption to our advice.

3.6 Your commitment is crucial to us working together. If you are not meeting your commitment to us and it is detrimental to your matter, then we may have to cease acting for you.

4. Our advice

4.1 The advice we provide will be as agreed and set out in your Engagement Letter or as agreed in any subsequent correspondence between us throughout the course of your matter.

4.2 Our advice is confidential and provided solely for your benefit and for the purpose set out in your Engagement Letter. If we are asked and agree in writing to give an opinion that might be relied on by someone other than you, we will write separately to set out the terms on which we are giving that opinion.

4.3 In respect of our legal services, we advise only on the law and legal procedures applicable in England and Wales. If you require advice in respect of other jurisdictions, we can usually arrange for this to be provided by external professionals with whom we work closely.

Tax and pensions advice

4.4 The advice we give will not include advice on tax or pension related issues, or the tax or pension implications of any matter, and we will not be liable for any loss or disadvantage that may arise from the tax or pension consequences of any matter, except to the extent expressly agreed in your Engagement Letter or in other written correspondence with you.

Register of Overseas Entities

4.5 We will not act as a relevant person for the purposes of the Economic Crime (Transparency and Enforcement) Act 2022 and the Verification Regulations 2022. In the case of any relevant property transaction, you must, if you are an overseas entity, ensure you have fulfilled the requirements set out in the legislation. Where we act in any relevant transaction, we will require evidence of registration on the Register of Overseas Entities maintained by Companies House. In the absence of sufficient evidence of registration, we may decline to act or where we are already acting, cease to act.

5. Legal Professional Privilege

5.1 Inherent in our relationship with you is a duty to maintain your confidentiality. In general, direct communications between clients and their legal advisors for the purpose of giving or obtaining legal advice enjoy special protection from being disclosed. Additionally, communications between legal advisors, clients and third parties for the dominant purpose of actual or anticipated litigation also enjoy this protection. However, this privilege can be lost if advice is shared too widely (even if the communication is not shared outside your organisation).

5.2 Where you share any of our communications with your board, senior members of your staff or other advisors, you should ensure that they are aware that the information is confidential and subject to legal advice privilege, and that they have obligations to keep such information confidential and not share it more widely. If you have any questions about what you should do, or if you are unsure about whom you should be sharing information with, please speak with the person responsible for your matter.

6. Other advisors

6.1 Bates Wells is a professional services firm delivering legal services. Though our role is to provide you with advice in those areas, it is not part of our role to advise on the commercial, financial or business issues or justifications for any specific course of action. In particular, unless otherwise agreed in writing, we do not advise on the commercial or financial viability or merits of transactions, nor on the business risks that may be associated with them.

6.2 If you ask us to suggest another advisor outside of Bates Wells, or if we suggest that you consult an external advisor (legal or otherwise) we assume no liability for their performance or actions, whether constituting an act or omission of negligence, breach of contract or otherwise. If we instruct such advisors on your behalf, we will do so as your agent.

6.3 When another advisor is required, you may need to retain them directly and will be responsible for their fees. If we are instructing other advisors on your behalf, you will remain responsible for their fees and for making prompt payment to us for those fees as soon as we request payment.

7. Our responsibility for loss or damage suffered by you

7.1 No individual member, employee or consultant of Bates Wells contracts with you personally, or personally assumes any legal responsibility to you, for work performed on behalf of Bates Wells. All communications with you in the course of our work, whether oral or written and whether signed by a member, employee or consultant, shall always be treated as having been sent by or made on behalf of Bates Wells. By engaging us, you agree that any claim of any sort shall only be brought against Bates Wells and that no claims will be brought personally against any of our members, employees or consultants who are involved in your work.

7.2 Any liability which we may have to you shall (so far as permitted by law) be limited to such an amount as is finally determined to be just and equitable, having regard to the extent of responsibility for the damage of us, you and any person other than us who is jointly or severally liable to you for all or part of the same damage, provided always that our liability to you shall not under any circumstances exceed in aggregate the amount set out below. In assessing the apportionment of loss, no account will be taken of any contractual or other limitation on any third party's liability or of the fact that it may not be possible to recover loss from the third party (whether due to insolvency, limitation or otherwise).

7.3 Nothing in these Terms of Business limits or excludes our liability for death or personal injury, loss or damage arising from fraud on our part, or any other circumstances in which the limitation or exclusion of liability is prohibited by law.

7.4 Subject to clause 7.3, our total liability to you, whether in contract, tort (including negligence), breach of statutory duty or otherwise, for any claim or series of connected claims arising as a result of or in connection with our engagement shall be limited to £3,000,000 (three million pounds) (unless we have agreed a different level of total liability with you in writing). However, we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if,

at the time you instructed us, both we and you knew it might happen, for example, if you discussed it with us. This limit of liability applies to the total of all claims made against us by all of the clients named in your Engagement Letter. It does not apply separately to each individual client, or to each incident of loss or damage.

7.5 If in relation to a specific matter you need a higher limit on our liability, then you must tell us in advance of our starting to act on the matter so that we can discuss this with you and agree and document an appropriate limit. We reserve the right to increase our fees in the event that you need a higher limit of our liability. Any higher limit will apply only to that specific matter unless we otherwise agree in writing.

7.6 We accept no responsibility to any individual other than to you. In particular, we accept no responsibility to your bankers, creditors, shareholders or investors, or to your other professional advisors.

8. Our charges

8.1 The way in which we charge for your matter will be set out in your Engagement Letter. Save for where we have agreed a fixed fee or put in place a retainer arrangement, our basic charges are normally calculated according to the time spent dealing with your matter. Time is recorded on the basis of 6-minute units. Other factors may also be taken into account such as the complexity of a matter, its value, the level of expertise or specialist knowledge required and urgency of the advice. We may also increase our charges if, for example, the matter becomes more complex than expected. We will discuss these issues with you when relevant.

8.2 Where we act for more than one client in relation to a matter, each client will, unless otherwise agreed by us in writing, be jointly and severally liable for our charges. In other words, each client is legally responsible for the full amount of our fees, disbursements and VAT.

8.3 Where appropriate and cost effective to do so, work may also be carried out by a suitably qualified fee earner, subject to supervision, who is not a solicitor.

8.4 Our hourly rates are set out in your Engagement Letter and vary according to the level of seniority and expertise of each fee earner. Our rates are reviewed annually and if they alter you will be notified of any increase. However, we reserve the right, without notice, to increase our fees from 1 April each year, by either 5% or in line with inflation (whichever is the greater).

8.5 Our charges are exclusive of VAT and any expenses (known as disbursements) that we incur on your behalf. Disbursements are charges paid on your behalf and may include (although this is not an exhaustive list) the fees charged by counsel or other experts, travel, couriers, company searches, court fees, property searches and stamp duty land tax.

8.6 Routine photocopying and bundle preparation charges may, at our discretion, be charged for. We may charge separately for 'transaction bibles', which are bound copies of all documentation relating to your work. We also reserve the right to charge for special bank transaction costs. VAT will be added where applicable.

8.7 By instructing us, you are authorising us to incur such charges and disbursements as we consider reasonable and necessary in connection with your matter. We will not seek your authority before incurring each disbursement although we will tell you about any major charges or disbursements before we incur them.

8.8 We reserve the right to charge an administration and/or photocopying fee in respect of our time in the event that you or any person on your behalf requests documents in our possession relating to your matter. Similarly, should we receive requests from individuals regarding the data we hold about them which is contained on your matter we reserve the right to charge a reasonable fee to cover our costs of doing so.

Abortive Matters

8.9 If a matter or transaction does not proceed to completion for any reason, including where instructions are withdrawn, the scope of work is reduced, the matter is suspended, or it otherwise becomes abortive, you agree to pay for all work properly carried out up to the point at which we cease acting.

8.10 This will include our fees calculated in accordance with the agreed charging basis, together with any disbursements incurred or committed, and reasonable costs arising from work undertaken in reliance on your instructions.

8.11 Where we have agreed a fixed fee for a matter, we reserve the right, in the event that the matter becomes abortive, to charge a reasonable proportion of the fixed fee having regard to the work undertaken, the stage the matter has reached, and the resources committed.

8.12 We will provide you with an invoice setting out the work carried out and the basis on which our fees are calculated.

9. Payment of our charges

Bills

9.1 How we bill you will depend on the work we are doing for you. Our usual practice is to issue regular interim bills on a monthly basis and a final bill at the end. Unless otherwise stated, interim bills will be payment towards our final bill and will not necessarily reflect our full charges to the date of the interim bill. We may send you invoices by email.

9.2 Payment of our bills is due on the date we email or post it to you ('Due Date').

9.3 If a bill is not paid within 21 days of the Due Date we may charge interest from the Due Date at the rate of 4% a year above Coutts & Company's base rate from time to time, but at 4% a year for any period when that

base rate is below 0%. This interest shall accrue on a daily basis from the Due Date until the date of actual payment of the overdue amount, whether before or after judgment. You must pay us interest together with any overdue amount.

9.4 While there is money owing to us for bills, we have delivered, we are entitled to retain your papers and documents until we receive payment. This right is not waived even if we receive funds on account or other security from you or a third party. We will be entitled to pay our bills and any specific expenses and disbursements out of any client money that we hold or receive on your behalf which is not held for a specific purpose, after we have advised you of the bills in question.

9.5 If you are selling any land, shares, or other property, we will generally pay our bills from the sale proceeds and reserve the right to do so after we have advised you of the bills in question.

9.6 If we are acting for you in a number of matters, we are entitled to aggregate the balances of client money on the different matters, or transfer balances of client money from one matter to another, for example to pay our bills on one matter out of client money we hold for you on a different matter, provided the client money is not held for a specific purpose.

Questions about your bill

9.7 We want you to have clarity about your bill and what work it covers, so if you have any questions, please contact the partner responsible for your matter as soon as possible.

How to pay

9.8 Our bank details will be set out in your Engagement Letter and on your bill. We will never email you to amend our banking details. Should you receive an email purporting to be from us confirming a change in bank details, you should telephone the person dealing with your matter to confirm that the email is genuine.

9.9 For security reasons, we prefer all bill payments and payments on account to us to be made by bank transfer, cheque, credit or debit card.

9.10 We accept no liability for any losses caused by fraudulent persons purporting to be this firm or any of its members, employees or consultants.

Payments on account of charges

9.11 We may ask you to make a payment on account before we start work. Any payments on account are held in our client account and will be credited against invoices we raise for our work. It is important that you understand that your total charges and expenses may be greater than any advance payments on account.

9.12 We will usually require you to pay us anticipated costs of any significant hearing or trial in advance.

Stopping work

9.13 We reserve the right to stop working for you if any request for payment on account or bill is not met promptly or paid in accordance with these Terms and to ask for payment in full of all bills to that date. We do not take decisions like this lightly but have a responsibility to our other clients, our people and our regulators to ensure we maintain a sustainable business.

Recovering our charges

9.14 If a bill is referred to our debt recovery team prior to the issue of proceedings owing to non-payment or late payment, we reserve the right to charge you for the administrative time spent recovering the debt prior to the issue of proceedings at our applicable hourly rates.

Interest payable to you

9.15 When we receive money from you or on your behalf it is paid into a general client account with our bank. Our interest policy seeks to provide a fair outcome for our clients whilst recognising that money must be immediately available unless clear instructions are received to the contrary. We will only pay you interest if the total calculated interest due to you on a specific matter is more than £30.00. Our full interest policy is available on our website.

9.16 If you are a corporate client in the European Union, you should provide us with a copy of your headed notepaper showing your registration number for VAT, TVA or equivalent, to ensure we are not obliged to charge these.

10. Termination

10.1 You may terminate our instructions at any time by writing to the person conducting your matter. If you terminate our instructions any outstanding amounts due to us for our charges for work done to date will be immediately payable and we will keep all of your papers and documents while there is money owing to us for our charges.

10.2 You should be aware that, if we are on the record as acting for you in any proceedings, the consent of the court might be required before we can be removed from the record. Your right to end the relationship with us may, to that extent, be restricted. If we have to apply to the court for permission to cease acting for you, we shall be entitled to ask the court to order you to pay our costs of making that application.

10.3 We may cease to act for you, but only with good reason and on reasonable notice if, for example, you don't pay a bill, you do not provide us with clear or timely instructions or you refuse to accept our advice. The level of notice we will provide will also depend on the reasons for us ceasing to act, for instance if you act in an abusive or offensive manner or provide us with misleading or false information this may increase the urgency of our ceasing to act.

10.4 If continuing to act puts us in breach of any legal or regulatory obligations, we may cease to act immediately.

10.5 If we cease acting for you, you will be liable to pay our charges for work done to the date in accordance with our Terms.

11. Contentious matters

11.1 When litigation is contemplated, or is in progress, you must comply with the court rules. We can advise you what you need to do at any relevant time.

Funding

11.2 You should carefully consider and investigate how you will fund any litigation costs, including your opponents' costs should your claim be unsuccessful. You may have cover under a Legal Expenses Insurance policy either bought before the claim arises (e.g. attached to a home, business or motor insurance policy) or after you decide to take action (after the event insurance ('ATE')). You may also have other options such as support from a trade union, staff association or other membership or representative body.

11.3 If you have some form of insurance or third-party funding available to you we will do our best to obtain the largest contribution to your costs from them. Unless otherwise agreed in writing you will remain fully responsible for payment of our costs, even if a third party is contributing to your costs.

11.4 If you don't have existing funding in place and want to consider taking out ATE, we are happy to discuss this with you and the possibility of representing you on a damages-based, 'no win, no fee' or other similar agreement.

11.5 You should let us know at once if you may be eligible for legal aid. Regrettably, we are not able to carry out legal aid work but are happy to recommend other firms who may be able to help.

Responsibility for and recoverability of costs

11.6 You are liable for our charges no matter what the outcome of your case. At the conclusion of your matter, or during proceedings, you may be entitled to the payment of your costs (or part of your costs) by another party, for example, at the end of a successful court hearing. However, any order for costs obtained against another party will only be of value to the extent that they are able to pay those costs. You remain responsible for all costs.

11.7 Disputes before tribunals or which are submitted to arbitration or other forms of dispute resolution may involve additional and/ or irrecoverable costs.

11.8 If you recover any part of our costs from your opponent or any third party, you agree that we may use such funds to satisfy part of our costs. If the costs you recover are lower than the actual amount we have incurred on your behalf, you agree that we may recover the shortfall from any damages you are awarded.

11.9 Recovering costs from an opponent may itself involve additional costs and/or fees payable to a specialist costs draftsman, for example for the preparation of detailed and itemised bills and costs assessment fees payable to the court. The costs of our preparing a bill of costs and of seeking to enforce any order for costs against another party will be payable by you as part of the costs we are entitled to charge. You should be aware that it may take some time before your opponent pays you.

11.10 If your opponent has legal aid, you are unlikely to be able to recover any of your costs and expenses, even if you win.

11.11 If you are successful and the court orders your opponent to pay some or all of your costs and expenses, you can usually claim interest on your costs from the date of the relevant court order. If you have already paid our costs and expenses, we will return to you any interest that is recovered. If not, we are entitled to keep the interest.

11.12 If you lose your case, it is likely that the court will order you to pay your opponent's legal costs and expenses. This will be a cost to you in addition to our charges and expenses.

11.13 Under the court rules (known as the Civil Procedure Rules), the court may order you to pay costs to your opponent following the hearing of any application to the court. We will let you know immediately if this happens. It may happen at any stage of the litigation process. The court will usually set a short period of time (usually 14 days) for you to pay these costs. In that event, you will need to pay the costs to us which we will send to your opponent in order to comply with the court order.

11.14 When we receive payment in respect of costs or damages (i.e. financial compensation) from your opponent, or their solicitors, on your behalf as a result of a court order or agreement, you agree that we may first use the money to pay any outstanding costs owed to us. You agree that any payments due to you should be made directly to our bank account or payable to us. We will send you any remaining balance.

Unreasonable behaviour

11.15 You should be aware that the court has the power to award or to disallow costs against parties who behave unreasonably and/or contrary to the court rules. For example, obstructive or uncooperative behaviour will often now lead the court to penalise the party at fault in costs.

Papers and documents

11.16 As soon as litigation seems likely or has commenced, you must stop any routine or other destruction of documents that might be relevant to the case. If you are a party to litigation, you will normally be required to disclose any documents on which you rely, as well as any documents which adversely affect your own case or which support or adversely affect another party's case. This means that hard copy documents should be preserved and the routine or other deletion of computer records, especially email, should cease. This includes documents which are or were in your physical possession or of which you have the right to possession, or the right to inspect or take copies (for example records held by your accountant).

11.17 Your duty to retain and disclose relevant documents will cover electronic documents on computers, mobile telephones and other electronic devices. If you are in any doubt as to whether a document should be retained, you should raise the matter immediately with the person dealing with your case.

11.18 In court proceedings a party's disclosure obligation (which means informing your opponent of the existence of relevant documents and allowing them to be inspected) can be an onerous one.

12. Maintaining your Confidentiality

12.1 The confidentiality of your information is of paramount importance to us. As a regulated entity we have a professional duty to keep your affairs and anything we know about you confidential.

12.2 Unless otherwise authorised by you, we will keep confidential any information which we are provided with about you, unless:

12.2.1 it is information which is already in the public domain; or

12.2.2 it is information which is already lawfully in our possession at the time it is communicated by you to us; or

12.2.3 we are required to disclose any such information:

(a) to our auditors, external assessors/ organisations who may conduct audits on our practice, or professional legal or other advisors, financial Institutions, or for the purposes of our professional indemnity insurance;

(b) by law or other regulatory authority to which we are subject;

(c) to any third party under the terms of an arrangement, authorised by you, regarding the funding of our charges and disbursements; and/or

(d) to any third party to assist in the recovery of costs from your opponent.

Any such disclosure shall of course be conducted in confidence.

12.3 We have attained a number of quality standards as a result of which we are subject to periodic checks by external auditors or assessors. This could mean that your file is selected for checking. If you do not wish your file to be subject to such reviews, then please notify us in writing. These external organisations are required to maintain confidentiality in relation to your file.

12.4 Your files may also be reviewed in any due diligence exercise relating to the sale or transfer of all or part of our business, the acquisition of another business by us or the acquisition of new business, or as part of our complaints handling procedure as set out above. We will ensure that such arrangements have appropriate confidentiality provisions in place.

12.5 If you or we engage other professional advisors to assist with a matter we will assume, unless you notify us otherwise, that we may disclose information to such other advisors as necessary. We will ensure that appropriate confidentiality provisions are in place with professional advisors appointed by us.

12.6 Like many law firms, we may from time to time outsource some of our services, when it is cost effective to do so or required to provide advice on a niche area of expertise, e.g. word processing/typing, translation services, company secretarial work, tax legal services, or discrete areas of law. We may disclose information to such outsourcing agents as necessary. Our outsourcing arrangements have appropriate confidentiality provisions in place.

13. Protecting Personal Data

13.1 In the course of providing our services to you, we will process your personal data or the personal data of your employees, workers or agents, and of any third parties whose personal data you supply to us. As a general rule we are a controller in respect of such personal data that we process. In doing so, we will comply with all of our legal obligations under applicable data protection law (including the implementation of the General Data Protection Regulation (EU) 2016/679 into UK law ('UK GDPR') and the Data Protection Act 2018). In the event that the General Data Protection Regulation 2016/679 ('EU GDPR') applies to our activities, we will comply with the EU GDPR. We will process personal data in accordance with our Privacy Notice which is available at https://bateswells.co.uk/legal-regulatory/privacy-notice/ which explains how and why we process personal data, your rights and the safeguards we apply.

13.2 If you are a body other than an individual, we will be processing the personal data of your employees, workers or agents and of any third parties whose personal data you supply to us, in the manner set out in the attached Privacy Notice. You agree:

13.2.1 that we jointly determine the purposes of such processing;

13.2.2 that you will give the information required by Articles 13 and 14 UK GDPR to any individuals who are your employees, workers or agents and whose personal data we are required to process as part of providing our services to you. You can do this, if you wish, by referring them to our Privacy Notice, which is available at https://bateswells.co.uk/legal-regulatory/privacy-notice/.

13.2.3 to reimburse any reasonable costs that we incur in responding to a Subject Access Request under Article 15 UK GDPR by any of your employees, workers or agents and of any third parties whose personal data you supply to us, or in facilitating the exercise of any of the rights of such individuals conferred by Articles 16 to 20 UK GDPR. For our part, we aim to respond to requests made to us by data subjects within one month unless they are particularly complex or numerous and to use reasonable endeavours to assist you in replying to any requests by individuals that are made to you and relate to personal data being processed by us; and

13.2.4 that either you or we will make available on request the essence of this clause 13 to any individual whose personal data is processed pursuant to this agreement.

13.3 If, at any time, you do not wish to receive further information about us and our services, please let us know by:

- emailing your request to contactus@bateswells.co.uk; or
- using the 'unsubscribe' link in relevant emails.

14. Conflicts of interest

14.1 We have procedures in place to identify conflicts of interest at the start and throughout the course of your matter and will always carefully consider our professional obligations in relation to instructions from you or any other client. Conflicts of interest can and do arise and, if this happens, we may have to stop acting for you. For example, this may occur because we have discovered information, while acting for another client, which we would normally have to tell you, but telling you would conflict with our duty to the other client. In these circumstances we reserve the right to withhold this information and to stop acting for you.

14.2 Where our professional rules allow, and no conflict exists, you agree that after we cease to act for you, we may act or continue to act for another client in circumstances where we hold information which is confidential to you and material to the engagement with that other client. We will not, however, disclose your confidential information to that client.

14.3 We act for many clients at any one time; some of them may operate in the same industry or sector as you do. You agree that the fact that other current or future clients may have, or may develop, commercial interests adverse to yours will not of itself prevent us from acting for them.

14.4 We maintain databases of legal know-how, to which advice and documentation relating to your work may be added. These databases are securely maintained and will not affect our obligations of confidentiality to you.

15. Intellectual property and copyright

Unless otherwise agreed in writing, we or our licensors retain ownership of any and all copyright or other intellectual property in any documents or materials (in whatever form) that we create for you. Unless we inform you to the contrary in writing, and subject to you paying all our charges, VAT, and any expenses (known as disbursements) you are granted an irrevocable, perpetual, non-exclusive licence to use those documents and materials for the purposes agreed in your Engagement Letter or any further written correspondence between us and you.

16. Retention of papers and documents generally

16.1 We will retain records in respect of your matter for a minimum of seven years after the date of the final bill we send you for the matter. However, depending on the nature of your matter we may retain your records for longer as stated under our Record Management Policy and supporting Records Retention Schedule.

16.2 As part of our engagement, you authorise us to destroy your records after that period, except for any part we have agreed to keep in safe custody for you. We will be entitled to assume that you have kept copies of all important parts of your file sent to or given to us, and that nothing in your file is of unique importance or of special value, including (but not limited to) legal, literary, artistic or historical importance or intrinsic value.

17. Anti-money laundering, terrorist financing and financial crime

17.1 In order to comply with The Money Laundering, Terrorist Financing and Transfer of Funds (Information on the Payer) Regulations 2017 and the Proceeds of Crime Act 2002 (and any subsequent amendments) (the 'Regulations') we are required to satisfy ourselves that we are not unwittingly involved in money laundering or terrorist financing.

17.2 In respect of work governed by these Regulations, the obligations require us to establish a client's source of funds and source of wealth and to confirm and verify the identity of individuals and organisations which instruct Bates Wells, including any beneficial owners, before accepting new instructions, and to review this information from time to time. If you do not provide satisfactory evidence or information within a reasonable time we may not be able to act for you.

17.3 We apply a basic standard of diligence to all of our clients with enhanced requirements as assessed in accordance with the Regulations. To avoid the need to request detailed identity information from you, we may use external service providers or conduct electronic verification of your identity which includes searching databases containing publicly available information. These are not credit checks. We may additionally ask for further evidence of your identity and address.

17.4 When acting for a company or other organisation we also need to identify the individual providing us with instructions and may request evidence that the individual has the necessary authority to instruct us. From time to time, we may require evidence of the identity of other connected parties so that we can comply with our statutory or regulatory obligations.

17.5 Solicitors are under a professional and legal obligation to keep clients' affairs confidential. This obligation is subject to certain statutory exceptions. Legislation on money laundering and financing terrorism has placed solicitors under a positive obligation to notify the National Crime Agency if, for example, we have suspicions of money laundering activities. You acknowledge, as a condition of these Terms, that this obligation will in certain circumstances override our duty of confidentiality. We may not be able to tell you that we have made such a report, nor may we tell you the reasons for it or do anything which could prejudice

any money laundering or other investigation that is being or is about to be conducted. If we were to do so we would ourselves be committing a criminal offence. In such circumstances, we may have to delay or stop acting for you in the matter.

17.6 More information about our obligations and types of evidence we may ask you to provide can be found on our website.

18. Sanctions

18.1 International sanctions, restrictions and requirements ('Sanctions Restrictions') may apply and be binding on us and/or our banks, insurers, insurance brokers, or other third parties who may be involved in your matter. Our professional indemnity insurance may be excluded or suspended in the event our insurers or insurance brokers are exposed to Sanctions Restrictions. This could in turn significantly impact our regulatory obligations to the SRA.

18.2 If any of our banks, insurers, insurance brokers or other third parties on whom we rely to deliver our services to you become affected by Sanctions Restrictions which affect or prevent us from acting on your matter (a 'Sanctions Event') we will not be liable to you and we reserve the right to cease acting for you immediately. Additionally, if a Sanctions Event arises in relation to a claim you make against us, we will not be liable to make any payment to you by way of compensation, in excess of any minimum level required under the SRA Indemnity Rules unless and until indemnity is provided by our insurers.

19. Disclosures to HM Revenue & Customs

19.1 Legislation may require us to disclose to HM Revenue & Customs details of transactions that may result in a tax advantage. This may include, but is not limited to, the UK's obligation under DAC6 (including The International Tax Enforcement (Disclosable Arrangements) (Amendment) Regulations 2020) or any future UK Mandatory Disclosure Regimes. If we consider that this is the case, we will tell you where possible. You agree, subject to your rights to maintaining legal professional privilege, to give us the information and assistance that is necessary for us to meet our obligations in this regard, within the time required by law.

19.2 We will try to obtain your consent to such disclosure, but we may be required to make a disclosure whether you consent or not. We will not be responsible for any loss (including, for example, additional tax, interest or penalties) that may happen as a result of our having done so.

20. Inside Information

20.1 If you are a traded company and are subject to the Disclosure and Transparency Rules, issued by the United Kingdom's Financial Conduct Authority or the EU Market Abuse Regulation ('MAR'), then notwithstanding any obligations we have under MAR, you agree to notify us in circumstances when we are receiving inside information and in such circumstances we will maintain an insider list (with details of our staff) on your behalf.

20.2 You must also inform us on each occasion that any inside information ceases to be inside information.

21. Use of AI

21.1 We may use authorised artificial intelligence ("AI") tools to support the delivery of our services. These tools are used responsibly and in line with the firm's internal policies. While they enhance efficiency and accuracy, they do not replace professional legal judgment. All AI-generated outputs are reviewed before being relied upon.

22. Client satisfaction

22.1 Our aim is to ensure you are entirely satisfied with our service. We welcome your feedback on what has gone well and what we could improve.

22.2 You will be sent a copy of our formal complaints policy with your Engagement Letter, but if you have any concerns about our service, please raise them with your team of advisors. Our formal complaints policy can also be accessed on our website at: https://bateswells.co.uk/complaints- procedure/

23. Equal treatment and Anti-Slavery

Bates Wells is committed to promoting equality and diversity in all of our dealings with clients, third parties and our employees. In accordance with the Equality Act 2010 (and any subsequent amendments) we will not discriminate in the way we provide our services on the grounds of age, disability, sex, gender reassignment, marital or civil partner status, pregnancy and maternity, sexual orientation, religion or belief, age, race, colour, nationality or ethnic or national origins.

24. Acceptance of our terms

24.1 You confirm that any electronic signature or confirmation you provide to enter into these Terms is authentic to you and confirms the authenticity of both your signature and your acceptance of these Terms.

24.2 Your continuing instructions will amount to your acceptance of these Terms.

25. Who has rights under these Terms

These Terms are between you and us. No other person shall have any rights to enforce any of these Terms.

26. Professional indemnity insurance

We maintain professional indemnity insurance in accordance with the rules of the SRA. Details of the insurers and the territorial coverage of the policy is available for inspection at our offices.

27. Unenforceable Terms

If any part of these Terms is held to be illegal, invalid or otherwise unenforceable then that clause, or relevant part of such clause, shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant clause or part of such clause shall be deleted. Any modification to or deletion of a clause or part of such clause shall not affect the validity and enforceability of the rest of these Terms.

28. Events Outside our control

If we are delayed by an event outside our control then we will contact you as soon as possible to let you know and we will take steps to minimise the effect of the delay. Provided we do this we will not be liable for delays caused by the event, but if there is a risk of substantial delay you may contact us to end the contract.

29. Consumer protection regulations

If you have instructed us using a form of 'distance communication' such as telephone or email, and you are a consumer within the definition set out in section 4 of the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013, you will have the right to cancel our engagement within 14 days of first instructing us without charge being made by us. To do so, you must give us notice in writing, by post or electronically. Please be aware that this right to cancel will not apply if we have already undertaken work on your behalf, with your consent within the 14 day period.

30. Delay in enforcing these Terms

If we do not insist immediately that you do anything you are required to do under these Terms, or if we delay in taking steps against you in respect of your breaking these Terms, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date. For example, if you miss a payment and we do not chase you, but we continue to provide the service, we can still require you to make the payment at a later date.

31. Governing Law and Jurisdiction

31.1 These Terms and any dispute between us and you shall be governed by, and interpreted in accordance with, the laws of England and Wales.

31.2 The courts of England and Wales will have exclusive jurisdiction. Notwithstanding the foregoing, for consumers resident in Northern Ireland you may also bring proceedings in Northern Ireland and for consumers resident in Scotland, you may also bring proceedings in Scotland.