

Terms of Business

1. Definitions and Interpretation

1.1. In these Terms of Business and any associated engagement letter unless the context otherwise requires:

1.1.1. references to you and your are to the client instructing us and named in the engagement letter;

1.1.2. references to we, us, our, Firm and the like are to either Alan Curran (acting under his own name), FWFS Consulting Ltd (incorporated in England and Wales) or FWFS Consulting AS (Incorporated in Norway) as may be specified in the engagement letter;

1.1.3. words importing the singular shall include the plural and vice versa, words importing a gender shall include all genders and words importing persons shall include bodies corporate, unincorporated associations and partnerships;

1.1.4. any reference to persons, includes natural persons, firms, partnerships, companies, corporations, associations, organisations, governments, states, governmental or state agencies, foundations and trusts (in each case whether or not having separate legal personality and irrespective of the jurisdiction in or under the law of which it was incorporated or exists);

1.1.5. a reference to a statute or statutory provision is a reference to that statute or statutory provision and to all orders, regulations, instruments or other subordinate legislation made under the relevant statute;

1.1.6. any reference to a statute, statutory provision, subordinate legislation, code or guideline (legislation) is a reference to such legislation as amended and in force from time to time and to any legislation which re-enacts or consolidates (with or without modification) any such legislation; and

1.1.7. any phrase introduced by the terms including, include, in particular or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.

2. FWFS Consulting is a trading name shared between FWFS Consulting AS incorporated in Norway (organization number 928 828 778) and FWFS Consulting Ltd incorporated in England and Wales (company number 12360077).

3. Terms of Business

3.1. These Terms of Business relate to engagements undertaken by FWFS Consulting and/or Alan Curran acting in his own name.

3.2. These Terms of Business, together with any engagement letter, set out the terms and conditions upon which we agree to be engaged by you, to the exclusion of all other terms that you or we may purport to apply in connection with our engagement (unless otherwise agreed in writing between you and us).

4. Respective responsibilities

4.1. We aim to offer you a high quality, professional, friendly and efficient service. We will exercise reasonable skill, care and diligence in carrying out your instructions.

4.2. Our duty of care shall commence upon receipt of your formal appointment of Alan Curran as a mediator or arbitrator or your formal instructions to advise you in relation to your legal affairs. We shall have no liability to you whatsoever with regard to preliminary exchanges or discussions prior to receipt of your instructions to proceed to act on your behalf unless specifically accepted by us in writing as part of such exchanges or discussions.

4.3. Our advice will be limited to English law and, unless otherwise agreed between you and us, we will not supply you with advice on the laws of any other jurisdiction.

4.4. We do not act for or accept duties to any of your parent, subsidiary or affiliated companies or for any of your officers, directors or employees, each of whom will (unless otherwise agreed by us) be deemed to have separate interests from you with respect to this, and any future, engagement.

4.5. In respect of instructions to provide legal advice, it is not part of our role to advise on commercial, financial or business issues. In particular, we do not advise on the commercial or financial viability or merits of transactions, or the business risks that may be associated with them. In respect of instructions to provide legal consultancy, we may provide input on commercial or financial viability or the merits of transactions or the business risks that may be associated with them. However, such input will be as a consultant only and the final decision to proceed with any particular transaction, strategy or course of action is wholly yours and taken entirely at your own risk.

4.6. We will not advise on tax-related issues.

4.7. You agree that during the course of our engagement you will:

4.7.1. give us clear and prompt instructions and keep us informed of developments in your matter;

4.7.2. co-operate with us to progress your matter;

4.7.3. not ask us to work in an improper or unreasonable way; and

4.7.4. safeguard documents which are likely to be required and provide promptly all relevant information and documents, including all information and documents that we request, in connection with your matter.

5. Fees and disbursements

- 5.1. Unless otherwise agreed, work is charged in hourly units, using hourly rates based on seniority and experience.
- 5.2. Our hourly rates are subject to periodic review. We will inform you of any changes proposed. In addition, rates charged in respect of individual lawyers may change as they increase in seniority.
- 5.3. We reserve the right to propose an uplift to our fees in any interim or final bill if the circumstances justify this.
- 5.4. Our fees are exclusive of VAT or MOMS, which must therefore be added (where chargeable under current legislation).
- 5.5. We charge separately for disbursements, such as court fees, counsel's fees, expert fees, correspondent lawyers' fees and search fees, and for expenses such as photocopying, printing, travelling, couriers and out of pocket expenses.
- 5.6. We may charge for costs associated with regulatory checks, as required by our regulatory body, including conditional checks under the Money Laundering Regulations.
- 5.7. Disbursements and expenses may be subject to VAT or MOMS, which will be payable in addition where applicable.
- 5.8. In the case of overseas clients, where our fees are paid subject to any deduction or withholding in respect of tax in any non-UK jurisdiction, we reserve the right to charge you an additional amount which will, after any deduction or withholding has been made, leave us with the same amount we would have received in the absence of any such deduction or withholding.
- 5.9. Where we act for more than one client in relation to a matter you agree that each client will, unless otherwise agreed by us, be jointly and severally liable for our charges.
- 5.10. Where we engage other professional advisors or service providers such as counsel, overseas lawyers, expert witnesses, surveyors, technical consultants and translators on your behalf, we do this as your agents. You will be responsible for payment of their charges direct to them if required, in addition to our own and you will be bound by their terms and conditions of business. VAT may be payable on these fees. We reserve the right to invoice you in the foreign currencies in which the fees and expenses were incurred.
- 5.11. Whenever we engage third parties on your behalf, we do not accept liability for the advice or other services provided by them.

6. Costs of Litigation and other proceedings

- 6.1. You should be aware that in court, arbitral or tribunal proceedings:
 - 6.1.1. You will be liable for the payment of our charges whether or not any costs orders are made in your favour against an opponent in the proceedings;
 - 6.1.2. If you win the proceedings, your opponent may not be ordered to pay or may not be capable of paying costs in an amount equivalent to our total charges;
 - 6.1.3. The court or tribunal may put an advance budget or cap on the costs you can recover if successful, which may be less than our eventual actual charges;
 - 6.1.4. You may in any event be ordered to pay a proportion of your opponent's costs in addition to our own charges;
 - 6.1.5. If your opponent obtains public funding (legal aid), you may not recover any of your costs even if you are successful;
 - 6.1.6. In arbitral or tribunal proceedings you may have to bear some or all of the fees and expenses (including room hire) incurred by the arbitral panel or tribunal.

7. ATE Insurance

- 7.1. "After the Event" (ATE) insurance may be available to provide protection against exposure to an opponent's costs and to expenses you incur (but not our own fees). Non-insurance funding options may also be available, including conditional funding agreements and damages-based agreements and also third-party funding. If you would like to know more about any of these options, please let us know.

8. Payments on account, client funds and interest

- 8.1. We do not accept or hold client monies. Any monies paid in advance of an invoice will be refused and returned.

9. Bills

- 9.1. If you wish to set a limit on fees and disbursements to be incurred or on the length of time which may elapse before we render a bill to you, please let us know.
- 9.2. Unless otherwise agreed in writing, we have the right to render interim bills at monthly intervals or other periodic intervals which we regard as appropriate in the circumstances of any particular case. Such bills are final accounts for the periods covered by them (unless otherwise stated).
- 9.3. Each bill must be paid within 14 days of receipt. Thereafter, we are entitled to charge interest on any outstanding amount of the bill at an annual rate of 4 per cent above the base rate of the Bank of England from time to time, which interest shall accrue on a daily basis from the due date to the date of payment of the outstanding amount in full.

9.4. If arrangements are made for a third party to pay any of our fees or disbursements or VAT, you remain responsible for the payment of any charges to the extent that the third party does not pay our bill in full. This includes any case in which we have been instructed by your insurers to represent you under a policy of insurance.

10. Estimates of fees and disbursements

10.1. We are always happy to provide estimates of fees and disbursements upon request, where possible. However, it is important to remember that it may not be possible to predict the exact amount of work which will be required and that the stance adopted by opponents, or other parties to a transaction, can significantly affect matters.

10.2. We do not give oral estimates and any estimate given must be in writing and signed by a Partner. Estimates are given only as a guide and should not be regarded as a firm quotation, unless this is agreed in writing.

10.3. Estimates are given exclusive of VAT or MOMS if applicable.

11. Your right to challenge/complain about your bill

11.1. If you wish to make a complaint relating to a bill, you must do so within 1 month of receiving the bill, failing which we will be under no obligation to investigate or to attempt to resolve the complaint.

11.2. You may challenge or complain about a bill using the complaints procedure explained in these Terms of Business.

11.3. In respect of matters undertaken by Alan Curran in his own name, you also have a right, under Part III of the Solicitors Act 1974 and subject to certain criteria, to apply to have our charges reviewed by the court (this is called 'assessment').

11.4. We will be happy to explain these rights further to you, if you wish.

12. Anti-money laundering

12.1. Our anti-money laundering policy is available upon request.

12.2. We are required by anti-money laundering legislation to verify your identity and we can accept instructions only on the basis that you can properly identify yourself (and any persons whom you represent) to us. We take our obligations seriously to protect both us and our clients and so, if we do not receive sufficient evidence of identity, within a reasonable time of our request, we may have to stop acting for you. In that event, you will be charged for work done up to the time we stop acting. Our verification of identity may include the use of electronic verification services and/or require you to provide us with original documents, which we will copy for our records.

12.3. Under the anti-money laundering legislation, we may also need to raise enquiries as to the source of client assets and the source of funds to be used with each engagement.

12.4. We will not accept funds from any source unless that source is one which has previously been identified to our satisfaction and from which we have agreed to accept funds. If this is not the case, the funds will be dealt with in accordance with applicable law and regulation. In the event that we are unable to accept funds from the source in question, you will remain responsible for the payment of our fees, disbursements and VAT or MOMS and the discharge of any other liabilities which the funds were intended to meet.

12.5. We do not accept cash payments.

13. Confidentiality and conflicts

13.1. The rules of professional conduct under which we practise impose requirements upon us regarding conflict between the duties we owe to different clients in relation to the same or related matters and regarding preservation of our clients' confidences.

13.2. The legal knowledge and experience of Alan Curran and FWFS Consulting derives from the ability to act for many clients at any one time, and we wish to retain this ability for the benefit of all our clients. It is therefore likely that some of our other clients will operate in the same industry or sector as you and that some may have, or develop, commercial interests adverse to you.

13.3. The conflict rules to which Alan Curran and FWFS Consulting adhere are those of the Solicitors Regulation Authority in England and Wales. These rules preclude us from acting for one client against another in respect of the same or related matters but permit us to act for one client against another (including in litigation and other dispute resolution work) if the matters are unrelated and provided that we take appropriate steps to protect the confidentiality of information that we hold for either client. We are not obliged to disclose to you our representation of clients who may have interests adverse to yours on unrelated matters. By the same token, we will not without your consent disclose to other clients our representation of you.

13.4. Similar rules apply in most countries where Alan Curran and FWFS Consulting may operate, but not in the United States, where lawyers are generally precluded from acting for one client adversely to another client in any matter unless all relevant clients consent. So as to provide certainty, you agree that:

13.4.1. issue regarding our ability to represent you in this matter, including any disclosure requirements we may have to you, shall be determined solely by the rules of the Solicitors Regulation Authority of England and Wales; and

13.4.2. if any issue should be raised in this or any other jurisdiction as to whether our representing you in this matter should preclude Alan Curran or FWFS Consulting from acting against you in another matter it will be determined solely by reference

to the rules of the Solicitors Regulation Authority of England and Wales and not by reference to the rules of professional conduct of any other jurisdiction.

- 13.5. We shall take appropriate steps to preserve your confidential information both during the matter and after its completion, and it is agreed that we may use internal information barriers for this purpose. We owe the same obligation to other clients, and you agree that we shall not be required, and you will not expect, us to divulge to you, confidential information held for other clients. If, while representing you, we learn that your interests are adverse to another client or potential client of Alan Curran or FWFS Consulting, we may in accordance with applicable professional rules approach you to seek your agreement to our continuing to act on terms satisfactory to all concerned. In some circumstances, however, our professional rules may require that we cease to act.
 - 13.6. Where we are instructed by a third party on your behalf, that duty of confidentiality does not apply to disclosure to that third party unless and until we are instructed otherwise directly by you.
 - 13.7. Our confidentiality obligations are subject to certain exceptions, including where disclosure is required by law, regulation or an order of the court. An example is the legislation on money laundering and terrorist financing which has placed solicitors under a legal duty in certain circumstances to disclose information to the National Crime Agency. The duty includes where a solicitor knows or suspects that a client transaction involves money laundering. Under the legislation, we may not be able to inform you that a disclosure has been made or of the reasons for it.
 - 13.8. We may disclose in confidence any information to our professional indemnity insurers and advisers and to auditors.
 - 13.9. We may outsource certain activities such as IT support, photocopying, printing, translation and other admin services. We will take all reasonable steps to ensure that there is no breach of our obligation of confidentiality. We will carry out due diligence on all providers of services and where appropriate seek a confidentiality agreement.
 - 13.10. External firms or organisations may conduct audit or quality checks on our practice for legal or regulatory purposes. These external firms or organisations are required to maintain confidentiality in relation to your files.
14. Financial services
- 14.1. Matters upon which we are instructed may involve regulated activities within the meaning of the Financial Services and Markets Act 2000. We are not authorised under that Act and so may have to refer you to someone who is authorised to provide any necessary advice.
 - 14.2. Neither Alan Curran nor FWFS Consulting is authorised by the Financial Conduct Authority.
15. Undertakings
- 15.1. Neither Alan Curran nor FWFS Consulting are able to provide legal undertakings.
16. Ceasing to act
- 16.1. If you wish to terminate our engagement at any time, please notify us and, if we so request, confirm the position in writing. Unless otherwise agreed, for example under a retainer arrangement, no period of notice is necessary.
 - 16.2. We reserve the right for good reason and upon reasonable notice to terminate our engagement, including if:
 - 16.3. you fail to comply with your responsibilities under Clause 4 of these Terms of Business; or
 - 16.4. our continuing to act would be impractical, unethical or contravene legal or regulatory requirements. For the avoidance of doubt, this includes but is not limited to, circumstances where we determine that our continuing to act could expose us to the risk of breaching any primary or secondary sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America and/or that by reason of any such sanction, prohibition or restriction our professional indemnity insurance might not respond in full in respect of a liability claim made by you in respect of this engagement; or
 - 16.5. we consider there to be a credit risk to us by continuing to act for you.
 - 16.6. We also reserve the right to decline to act further if you do not pay a bill within the due period.
 - 16.7. Any termination by us will be confirmed to you in writing, if requested.
 - 16.8. In certain circumstances, we may be required by law or regulation to suspend or terminate our engagement without giving any period of notice or reasons.
 - 16.9. On termination of our engagement, we will submit a bill to you to cover work done and disbursements incurred in respect of the period up to the date of termination, and necessarily incurred afterwards as part of the orderly termination of our engagement.
 - 16.10. Unless otherwise terminated, our engagement will end when our work on the matter is completed and our final statement of account is rendered.

17. Files and documents

17.1. We may have the right to keep your papers, documents or other property which are in our possession until you have paid all the money that is due to us. This right will continue after the termination of our engagement.

17.2. We will retain all papers and documents (except for any papers and documents to which you are entitled and which you ask to be returned to you) electronically or in storage for a reasonable period, generally not exceeding seven years from the end of the instructions on the matter concerned, on the understanding that we have your authority to destroy them at any time after this period. If you wish papers and documents to be retained for a longer period, then please contact us to make specific arrangements.

17.3. Subject to there being no money owing to us for our fees and disbursements, we will return to you on request papers and documents to which you are entitled. Where you request papers and documents to be sent to you or another person, we are entitled to make a reasonable charge for handling costs and delivery.

17.4. We may disseminate documents arising from client matters to our staff on internal databases or intranets (which are confidential to us); please let us know if you do not wish us to do so in any particular case.

18. Disclosure

18.1. A duty of disclosure of documents may arise in legal and arbitration proceedings.

18.2. If you know that you are or may become party to proceedings that have been commenced or you know that you may become a party to proceedings that may be commenced you are under the following duties ("the Disclosure Duties") to the Court:

18.2.1. To take reasonable steps to preserve documents in your control that may be relevant;

18.2.2. Once proceedings have commenced against you, or by you, to disclose, regardless of any order for disclosure made, known adverse documents, unless they are privileged;

18.2.3. To comply with any order for disclosure made by the court;

18.2.4. To undertake any search for documents in a responsible and conscientious manner to fulfil the stated purpose of the search;

18.2.5. To act honestly in relation to the process of giving disclosure and reviewing documents disclosed by the other party; and

18.2.6. To use reasonable efforts to avoid providing documents to another party that have no relevance to the issues for disclosure in the proceedings.

18.3. You are also obliged:

18.3.1. To suspend relevant document deletion or destruction processes for the duration of the proceedings;

18.3.2. To send a written notification in any form to all relevant employees and former employees notifying them that they should not delete or destroy those documents and should take reasonable steps to preserve them. The written notification should identify the documents or classes of documents to be preserved.

18.3.3. To take reasonable steps so that agents or third parties who may hold documents on your behalf do not delete or destroy documents that may be relevant to an issue in the proceedings.

19. Importance of complying with deadlines in court proceedings

19.1. We are responsible for giving you reasonable notice of deadlines once we are aware of them and for advising you of the instructions or material you are required to provide; but we cannot accept responsibility if your claim or defence is struck out or other sanctions are imposed if, after giving you such notice, you fail to provide the instructions or material necessary to enable the deadline to be met.

20. Liability

20.1. Details of our insurance are available on request.

20.2. Our liability to you under or in connection with our engagement shall not exceed the sums paid to us under the engagement. This limit shall apply to any and all causes of action against us in respect of or arising from or in any way connected with our engagement by you. Where you instruct us on future matters, this Clause shall also apply to each such future matter but with a fresh limit, as above.

20.3. Where instructions on any matter are from multiple clients, a single limit will apply to be shared by all such clients.

20.4. If you would like us to have a higher limit for any particular matter, please contact us to discuss this.

20.5. In respect of engagements with FWFS Consulting, your relationship will be solely with the specified FWFS Consulting entity, and such entity will have sole legal liability for the work done for you and for any act or omission in the course of that work. No FWFS Consulting director, officer or person will have any personal legal liability for that work, whether in contract, tort (including negligence) or otherwise. In particular, the fact that a FWFS Consulting person signs in his or her own name any letter, email or other document in the course of carrying out that work will not mean that he or she is assuming any personal legal liability separate to that of the relevant FWFS Consulting entity.

20.6. You agree that any claim brought in respect of a matter upon which we are instructed will be made against the relevant FWFS Consulting company and not against any FWFS Consulting director, officer or person.

20.7. However, in the unlikely situation that a court of competent jurisdiction allows you to make a claim, in respect of a matter upon which we are instructed, against a FWFS director, officer or person, you agree that the restrictions and limitations of liability set out within these standard terms and conditions of business will apply as if the relevant FWFS Consulting entity and all their directors, officers and persons against whom a claim is made were a single entity. Accordingly, you will not be entitled to recover any more than the aggregate capped amount set out within these terms and conditions of business (or as may otherwise be agreed in writing between you and us) from the combined resources (including applicable insurance) of FWFS Consulting and all FWFS Consulting directors, officers and persons.

20.8. These Terms of Business shall only apply to exclude or limit any liability to the extent permitted by law.

21. Contribution claims

21.1. Our liability to you will be limited to that proportion of any loss or damage you may suffer as is just and equitable, having regard to the extent of your own responsibility for the loss and damage and that of any other person who may also be liable to you in respect of it.

21.2. In considering whether other persons may be liable to you, no account is to be taken of any inability on your part to enforce remedies against another person by reason of causes of action against that person becoming time-barred, or the person's lack of means or the person's reliance on exclusions or limitations of liability.

21.3. Nothing in this Clause shall increase our liability beyond that set out in Clause 20.

22. Use of FWFS Consulting entities

22.1. There may be occasions when we consider it to be in your interests that we refer all or some of your instructions under or in connection with our engagement to another FWFS Consulting entity; for example, in another jurisdiction. You agree that, in these circumstances, we are authorised by you to obtain advice and services from, and to disclose all relevant information to, that other FWFS Consulting entity.

22.2. Each time we obtain advice and services for you from another FWFS Consulting entity, we will do so, and you agree that we will do so, on the basis that:

22.2.1. we, and not such (or any) other FWFS Consulting entity, are responsible for such advice and services and for the performance of the contract with you;

22.2.2. without prejudice to Clause 20.6, no such other FWFS Consulting entity will have any responsibility or liability whatsoever to you or anyone else as regards such advice and/or services, whether or not provided by us or such other FWFS Consulting entity; and

22.2.3. you will not make or seek to make, or procure or seek to procure that any other person makes, any claim in relation to any such advice given, or service provided, against any FWFS Consulting entity (other than us).

23. Responsibility to third parties

23.1. The advice we give is intended for your sole benefit in respect of the particular work you instruct us to do; it is not intended to be used or relied upon by others, or for a different purpose. Accordingly, you should not disclose our advice to others without our consent or rely on it in connection with any other matter.

23.2. Save where imposed by law, we do not accept any responsibilities to any third parties in relation to the matter on which we are instructed by you. To the extent that the law nonetheless imposes on us such responsibility to any third parties, our liability to them shall be limited in accordance with Clauses 20, 21 and 22, and a single limit as set out in Clause 20 shall be shared between such third parties and you.

24. Correspondent lawyers, counsel etc

24.1. Where we consider it to be an effective way of dealing with a matter, we will instruct counsel or engage correspondent lawyers, experts or others on your behalf. We shall, however, consult you before instructing or engaging any such persons

24.2. Where we instruct such persons on your behalf:

24.2.1. we will be acting only as your agent and you will be responsible for the fees and expenses of any such persons instructed or engaged;

24.2.2. we will not be responsible for the advice given, services provided by, or default of, any such persons, but we will use reasonable care in selecting them.

24.3. Where you instruct us to make payments to such persons on your behalf and those persons are based in or connected to a sanctioned jurisdiction, we may need to disclose details of your matter to our banks before they will agree to process the payment(s). Whilst we shall take reasonable steps to obtain your express consent before making any such disclosure, we shall be entitled to treat your instructions to us to make any such payment as consent to disclosure.

24.4. Clause 24.1 does not apply to the appointment or engagement by us of another FWFS Consulting entity and such engagement shall be dealt with in accordance with Clause 22.

25. Data Protection

25.1. We are a controller of the personal information we process in connection with our engagement with you.

25.2. We are committed to data protection compliance. The personal information we process in connection with our engagement will include details such as individuals' names and addresses and may also include more sensitive details such as information about individuals' health and criminal records.

25.3. The main purpose for which we process personal information in connection with our engagement are to:

25.3.1. to provide you with legal services;

25.3.2. carry out credit checks;

25.3.3. manage and develop our business with you; and

25.3.4. comply with our legal and regulatory requirements.

25.4. We may also process your personal information (where you are an individual) or personal information of individuals through whom we conduct our relationship with you (where you are not an individual) for marketing purposes. Where we process personal information for marketing purposes, we will always do so in compliance with all relevant marketing and data protection laws

25.5. Where you (or someone on your behalf) provide personal information to us we rely on you to help us comply with our obligations under relevant data protection laws in relation to that personal data. In particular:

25.5.1. we are committed to using only the personal information we need for the purposes for which we process it. To help us achieve this, you must provide to us only the personal information that we specifically ask you to share with us;

25.5.2. you must ensure that the personal information that you provide to us is accurate and, where necessary, up to date;

25.5.3. we will assume that we can process all personal information you provide to us in accordance with our Information Notice. This means that you should only provide to us personal information that you know we can process in line with our Information Notice; and

25.5.4. you must inform each relevant individual that you are giving their personal information to us in connection with our engagement and that their information will be processed by us in the manner and for the purpose described in our Information Notice, unless relevant data protection laws allow us to process that individual's personal information in line with our Information Notice without such information being given to the individual.

26. Electronic Communication

26.1. During the course of this matter, we may wish to communicate electronically with one another. The electronic transmission of information cannot be guaranteed to be secure or error-free, as it will be transmitted over a public network, and such information could be intercepted, corrupted, lost, destroyed, arrive late or incomplete, or otherwise be adversely affected or unsafe to use.

26.2. We and you each agree to use reasonable procedures to check for the most recently known viruses before sending information electronically, but we each recognise that such procedures cannot be a guarantee that transmissions will be virus-free.

26.3. We shall each be responsible for protecting our own interests in relation to electronic communications. Neither you or we (nor Alan Curran or any other FWFS Consulting entity, director, officer or person) shall be liable to the other on any basis, whether in contract, tort (including negligence) or otherwise, in respect of any damage or loss arising from or in connection with the electronic communication of information between us.

27. Future instructions

27.1. Unless we both agree otherwise, and subject to our then current hourly rates, these Terms of Business (as amended from time to time) will apply to any future instructions that you are kind enough to give us.

28. Complaints procedure

28.1. If at any time you have any queries or concerns on any aspect of a matter (including a bill) then please do not hesitate to contact us.

28.2. If we are unable to resolve your complaint then you may, in certain circumstances, have the complaint independently looked at by the Legal Ombudsman. The Legal Ombudsman investigates complaints about service issues with lawyers.

28.3. The Legal Ombudsman expects complaints to be made to them within one year of the date of the act or omission about which you are concerned or within one year of you realising there was a concern. You must also refer your concerns to the Legal Ombudsman within six months of our final response to you.

You can contact the Legal Ombudsman by:

Telephone: 0300 555 0333

Email: enquiries@legalombudsman.org.uk

Post: Legal Ombudsman, PO Box 6167 Slough SL1 0EH

- 28.4. In respect of regulated activities, responsibility for regulation and complaints handling has been separated from the Law Society's representative functions. The Solicitors' Regulation Authority is the independent regulatory arm of the Law Society, and the Legal Ombudsman deals with complaints against lawyers: if the circumstances allow you may be able raise any concerns with either of these bodies.
29. Compulsory insurance
- 29.1. We are required to provide you with certain information pursuant to EU legislation. Such information, which includes details of our compulsory insurance, can be provided on request
30. Third party rights
- 30.1. A person who is not a party to the agreement between us has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the agreement.
- 30.2. The exclusions of liability in favour of Alan Curran and FWFS Consulting contained in Clauses 20, 21, 22, 23, 26 and 32 of these Terms of Business may be enforced by any of Alan Curran or any FWFS Consulting entity, director, officer or person subject to and in accordance with the terms of the agreement between us and the Contracts (Rights of Third Parties) Act 1999.
- 30.3. Notwithstanding that any term of the agreement between us may be or become enforceable by Alan Curran or any FWFS Consulting entity, director, officer or person:
- 30.3.1. you and we may agree to waive, grant time under or otherwise deal with any of our respective rights and obligations under the terms of the agreement between you and us; and
- 30.3.2. the terms of the agreement between you and us may be varied, amended or modified, or such agreement may be suspended, cancelled or terminated by agreement between you and us or pursuant to its terms, or the agreement may be rescinded, (in each case) without reference to or the consent of any such person or entity.
31. Intellectual property
- 31.1. Subject to payment of our fees for services provided, you are entitled to use and copy all documents created by us for you in the course of the retainer but only in connection with the retainer for which they are created. All copyright and other intellectual property rights in the documents created by us and related in any way to the scope of our work remain our property. We will be free to use the intellectual property in them to give advice to other clients provided we do not breach our duty of confidentiality to you.
32. Disclosures to tax authorities
- 32.1. In certain circumstances legislation may require us to disclose details of transactions to authorities where these may result in a tax advantage. If we consider that such a requirement arises, we will inform you, and you agree to provide us with such information and assistance as may be necessary to enable us to meet our obligations in this regard within the time frame imposed by law. While we will aim to secure your consent to such disclosure, we may be required to make disclosure whether you consent or not and neither we nor any Alan Curran or any FWFS Consulting entity, director, officer or person will be responsible for any loss (including additional tax, interest or penalties) which may arise by reason of our having done so whether you consent or not and neither we nor any other Preston Turnbull Entity or any Preston Turnbull Person will be responsible for any loss (including additional tax, interest or penalties) which may arise by reason of our having done so.
33. Severability
- 33.1. If at any time any provision of these Terms of Business or any engagement letter is or becomes illegal, invalid or unenforceable in any respect under the law of any jurisdiction, that shall not affect or impair the legality, validity or enforceability in that jurisdiction of any other provision of these Terms of Business or any engagement letter, or the legality, validity or enforceability under the law of any other jurisdiction of that or any other provision of these Terms of Business or any engagement letter.
34. Entire agreement
- 34.1. These terms and the terms of any engagement letter (together with any other terms agreed in writing between you and us in connection with our engagement) constitute the entire agreement and understanding between you and us in relation to our engagement and supersede all previous negotiation, agreements and commitments with respect to that engagement.
35. Rights and remedies
- 35.1. The rights and remedies available to us by virtue of these terms are without prejudice to any other rights or remedies available to us.

35.2. Any failure by us to exercise or delay by us in exercising a right or remedy provided by these terms or by law shall not constitute a waiver of the right or remedy or a waiver of other rights or remedies.

36. Force Majeure

36.1. Neither you nor we shall be responsible for failure to perform our respective obligations concerning your instructions (save for your responsibility to pay our bills in full) where any such failure is due to causes outside, respectively, your or our control, including sanctions, embargoes or similar action.

37. Law and jurisdiction

37.1. The contract between you and us in respect of our engagement and any non-contractual obligations arising out of or in connection with such engagement, shall be governed and construed in accordance with English law.

37.2. You acknowledge and agree that we may bring a claim against you in respect of the subject matter of such contract in any jurisdiction in which you or your assets are located.

37.3. Save as set out in clauses 37.2 and 37.3 and unless otherwise stated in the engagement letter, we and you agree that any dispute or claim arising out of or in connection with such contract or its subject matter or formation (including non-contractual disputes or claims) shall be referred to and finally resolved by the courts of England