

STANDARD TERMS
(VERSION DATED 01/06/2018)

INTRODUCTION

Lincoln & Rowe Limited is a private limited liability company under the Companies Act 2006 (with registered number 11229611 and with its registered office at 81 Chancery Lane, London WC2A 1DD). A list of our directors is available at our registered office. We are authorised and regulated by the Solicitors Regulation Authority of England and Wales ("SRA"). The SRA Code of Conduct can be accessed at www.sra.org.uk.

1 OUR SERVICES

- 1.1 Our agreement to provide our services is effective from the earlier of:
- 1.1.1 the date of the Letter of Engagement; and
 - 1.1.2 our beginning to render the services.
- 1.2 We will carry out our services with reasonable skill and care.
- 1.3 Unless we otherwise specifically agree in writing:
- 1.3.1 Our services and the products of our services are provided only to you for the purpose set out in the Letter of Engagement.
 - 1.3.2 You may not disclose the products of our services or make the benefit of our services available to anyone else except:
 - (a) as may be set out in the Letter of Engagement, or
 - (b) where required by law, or
 - (c) (if you are a company) to any other member of your group, or
 - (d) to your other professional advisersprovided that in the case of (c) and (d) you first tell them in writing that we do not accept or assume any liability or duty to them and that no further use or disclosure may be made.
- 1.4 Our responsibility is only to you as our client. We shall not be under a duty to, nor have any responsibility towards, any other person in connection with the work

we have agreed to undertake (unless that person is also a client in relation to the work), even if your intention is to benefit such a person. Except to the extent that our partners, employees and consultants can benefit under the paragraph entitled "Claims" below, the Contracts (Rights of Third Parties) Act 1999 does not apply to this agreement.

- 1.5 If we have a liability to you under this agreement for any loss or damage (including costs) and one or more other advisers would be liable to you for the same loss or damage except that the contract with any such adviser excludes or limits that liability, or you decide not to recover or are unable for any reason to recover from any such other adviser, then:
- 1.5.1 our liability to you for that loss or damage will be reduced;
 - 1.5.2 the reduction will take into account the responsibility of such one or more other advisers for the loss or damage;
 - 1.5.3 in determining the extent of any other adviser's responsibility, no account will be taken of any shortfall in recovery from any other adviser for whatever reason or any exclusion or limit on the amount payable by that adviser (whether or not we are aware of it).
- 1.6 Where we agree to accept service of documents on your behalf and do not agree specific terms and conditions for so acting, our obligations are only to use reasonable care to forward the document to you at your risk, or communicate to you the fact of its receipt by us, as promptly as reasonably possible at the address we last have for you. We will not be bound to consider the urgency or importance of the document or advise you concerning it (unless we have specifically agreed to do so). Nor shall we be liable for any delay or failure in communication due to circumstances beyond our control or be required to act in any respect contrary to law or to our professional obligations as solicitors. We may terminate our agreement to accept service on not less than one month's written notice to you subject to the Civil Procedure Rules of the

English Courts if we are also on the court record.

1.7 We shall not be liable for any delay in performing or inability to perform our services or obligations as a result of circumstances outside our reasonable control or our compliance with any anti-money laundering or counter terrorist financing legislation.

1.8 We are legal advisers and it is not part of our role to advise on business or financial matters. Nor will we advise on any tax related aspects of a matter unless we specifically agree in writing.

1.9 We are not responsible for reviewing now or in the future any advice given or work undertaken for you in the light of any changes in the law subsequent to our having given the advice or having undertaken the work, unless it is part of the agreed scope of our work on a particular matter.

2 **CONFIDENTIALITY**

2.1 Except as explained below, we will maintain our professional and legal obligations of confidentiality in relation to the work we undertake for you and in relation to information, which is confidential to you, is not already in the public domain or known to us and which comes into our possession in the course of undertaking that work. However, we may disclose such information:

2.1.1 for the purpose of acting for you including, without limitation, disclosures to your other advisers or to third parties involved in the work we are undertaking for you;

2.1.2 to our auditors for the purposes of the audit of our accounts;

2.1.3 to our professional indemnity insurers in accordance with the requirements of that insurance (which may include communications which would ordinarily be protected by legal professional privilege);

2.1.4 as required by law or by any regulatory authority or court of competent jurisdiction;

2.1.5 for the purposes of complying with our obligations under any anti-money laundering or counter terrorist financing legislation; or

2.1.6 to assist with the management of our business including recovery of unpaid bills and for the purpose of outsourcing any of our services, but any person to whom such disclosure is made will be required to maintain the confidentiality of the information.

3 **ELECTRONIC COMMUNICATION**

3.1 We may correspond by means of electronic mail.

3.2 Both you and we agree to use commercially reasonable procedures to check for commonly known viruses before sending information electronically, but you and we recognise that such procedures cannot guarantee that transmissions will be virus free.

3.3 You accept the risks of using electronic mail, including but not limited to the risks of viruses, interception, unauthorised access, delay, mis-routing and breakdown of service providers.

3.4 Electronic mail may be monitored for regulatory compliance purposes.

3.5 We endeavour to retain, in electronic storage or hard copy, copies of all emails which contain or refer to significant information, although others may be deleted or destroyed. However it may be impractical or unjustifiably time consuming to retain all such emails and your file may therefore not contain a copy of every email sent or received.

4 **INTELLECTUAL PROPERTY RIGHTS**

All intellectual property rights worldwide in the products of our services will be owned by us. You will have a non-exclusive non-transferable licence to use those products for your own internal purposes.

5 **YOUR MONEY**

5.1 Any money we hold for you will be deposited with a bank or building society having requisite UK authorisation or EEA equivalent authorisation in each case in accordance with the requirements of the SRA Accounts Rules for holding client money. We make no representation as to the financial position of any such bank or building society and we will not be responsible for any loss or damage due to any mistake by or insolvency of any such bank or building society or any delay or failure by it to pay or repay monies deposited with it.

5.2 Unless otherwise agreed with you, we will account to you for any interest exceeding £20 earned on cleared funds held by us for you in our general client account with our principal bankers. The interest rate will be equivalent to the relevant bank's published rates for client business accounts. Interest on money held in a separate designated client account will be at the rate paid by the bank concerned. Details will be provided on request. Interest will usually be credited following the conclusion of the matter. However we may pay interest at appropriate intervals if the matter is ongoing over a long period. Further information about money we hold for clients may be placed on our website from time to time.

5.3 It is our normal practice that any gains or losses resulting from currency conversion into sterling of bills rendered in another currency, accrue to us. However, we reserve the right to require payment of any currency conversion loss we suffer where payment is not made within our normal 14 day period after the bill is rendered.

5.4 You agree that we may apply any funds in our client account that are not held for a specific purpose towards the discharge of outstanding bills.

6 **GUARANTEE OR AGREEMENT FOR PAYMENT OF COSTS**

A guarantee or agreement by a third party for payment of our bill does not release you from your primary responsibility for payment if the third party does not pay promptly on request.

7 **PAYMENT OF BILLS**

7.1 If any bill is not paid within 14 days after it is delivered or any request for a payment on account is not met, we reserve the right:

7.1.1 to suspend carrying out our services; and/or

7.1.2 to terminate our retainer on written notice to you; and/or

7.1.3 to charge interest at 8% p.a. or if the amount is recovered following the issue of court proceedings at the rate payable on judgment debts; and/or

7.1.4 to remove our name from the court record in any proceedings in which we are acting for you.

7.2 English law imposes a tax charge on UK resident but foreign domiciled individuals when they remit untaxed foreign income or gains to the UK. In certain circumstances the payment of our bill from foreign untaxed income or gains may be treated as such a remittance, giving rise to a UK tax liability. The liability can arise not only where the individual pays our bill out of his or her own funds, but also where the payment is made by a company in which he or she has a significant interest or by a non-resident trust in which he or she has an interest. The rules are technical and complex. We shall not advise on or be under any obligation concerning the tax consequences of payment of our bills unless we have agreed to do so in our Letter of Engagement.

7.3 Subject to compliance with money laundering regulations we will accept, for the convenience of clients, most major credit and debit cards for payment of our bills. Please ask for details.

We will not normally accept payment in cash. If we do it will only be in exceptional circumstances agreed in advance with you for limited amounts and only in respect of our charges.

8 **ANTI MONEY LAUNDERING**

We are required to undertake due diligence measures concerning our clients and this may include asking for evidence of your identity and obtaining information about persons who have significant interests in or control over the management of certain types of client. We may charge for doing this based on our hourly rates. We may use an on-line identity verification service and supply relevant personal data and other identifying details about you to the provider of that service. Where that information relates to another person you confirm you have that person's authority to provide it. Until our due diligence is completed, we may be unable to undertake any work and to receive payments. If we begin acting pending completion of due diligence, we may have to cease acting if this is not completed within the time limits we advise.

In accordance with anti-money laundering legislation and our own procedures, where knowledge or suspicion of money laundering, terrorist financing or sanctions issues arise, we may be obliged to cease or suspend acting and/or report information to the appropriate authorities,

possibly without telling you or explaining why.

9 **INVESTMENT ADVICE**

Our work may involve investments. Although we are not authorised under the Financial Services and Markets Act 2000 or by the Financial Conduct Authority, we are able, in certain circumstances, to offer a limited range of investment services to clients because we are members of The Law Society of England and Wales, which is a designated professional body for the purposes of the Financial Services and Markets Act 2000. Complaints and redress mechanisms are provided through the SRA and the Legal Ombudsman. We can provide these investment services where they are an incidental part of our professional services.

10 **CONFLICTS OF INTERESTS**

It is our practice to check for conflicts of interest before taking on work. We provide many different professional services to clients and although we carry out searches we may not identify all situations where there may be a conflict of interest. Therefore, please notify us promptly of any potential conflict which you think exists or may exist. In appropriate cases it may be that your interests can be properly safeguarded through information barriers which where possible will be agreed with you.

11 **INSIDE INFORMATION**

If you are an issuer as defined in the EU Market Abuse Regulation (EU 569/2014) (MAR) or an adviser to such an issuer, where we have access to what we consider to be, or you advise us constitutes, inside information for the purposes of MAR, we will maintain the required list of those partners, employees and consultants of ours who are acting on the transaction or may otherwise have access to the inside information (an "insider list"). You agree to notify us when you provide information to us which is inside information and when we are required to create an insider list.

We will provide you with access to our insider list as soon as reasonably practicable if you ask us to do so. We will also provide the list to the Financial Conduct Authority, the Law Society or SRA if so required.

The insider list will be stored and kept for five years from the date on which it is last edited. During storage, it will be readily

obtainable if required. Unless you instruct us to the contrary, the insider list may be destroyed at the expiration of the five year period.

12 **OTHER ADVISERS**

If we propose to instruct other professional advisers on your behalf, we will tell you of the adviser we intend to use (if you do not have an existing or preferred adviser) and ask them to provide you with an estimate of their costs for which you will be directly liable. Please note that, although we may recommend an adviser with which we have previously worked, any such adviser will be independent of Lincoln & Rowe Limited, will be instructed on your behalf and will not act as our agents.

We assume no responsibility or liability for advice given to you or otherwise in respect of the information supplied or work undertaken by any such adviser or by any other adviser with whom we may work in relation to our services, whether recommended by us or suggested or instructed by you. Unless you otherwise advise us in writing, we will assume that we are authorised to communicate information (whether confidential to you or not) to such advisers for the purpose of their work.

13 **CLIENT SATISFACTION / COMPLAINTS PROCEDURE**

13.1 Satisfying your requirements and expectations requires not only a professional approach on our part, but also that we should be kept aware of any concerns that you have about our work or about the progress of your matter. We therefore hope that you will raise any such concerns promptly and frankly, and indeed tell us of any suggestions to improve our services. To that end we have internal systems of quality control, including periodic reviews of our service.

13.2 Any complaint you may have in relation to our services, which may include a complaint about an invoice, should be raised in the first instance with the fee earner responsible for your matter. He or she may seek the assistance of others in the firm trying to resolve the matter with you. Alternatively, if either at the outset, or if you and the fee earner cannot resolve your complaint, you wish to make a complaint under our Complaints procedure or if your complaint relates to that fee earner. Please write to the firm's complaints handling director, Dipesh

- Dosani. He will acknowledge your complaint in writing, explain to you the procedure that he will follow to investigate the matter and will conduct a full review.
- 13.3 If you remain dissatisfied after receiving our final response to your complaint (including a complaint relating to an invoice) you can contact the Legal Ombudsman as follows:
- post: PO Box 6806 Wolverhampton WV1 9WJ; or
 - email: enquiries@legalombudsman.org.uk; or
 - telephone: 0300 555 0333 or if calling from overseas +44 121 245 3050.
- 13.4 If you wish to refer a complaint to the Legal Ombudsman, it should be done within six months of our final response to your complaint; and within six years of the act or omission that caused the complaint or if outside this period, within three years of when you should reasonably have known about the relevant act or omission.
- 13.5 The Legal Ombudsman has restricted the categories of clients who are eligible to complain to it. Broadly speaking, a complainant must be an individual (including trustees, personal representatives and beneficiaries of estates), a small business or a charity or club with an annual net income of less than £1 million. For further guidance please refer to the Legal Ombudsman Scheme Rules.
- 13.6 If you wish to make a complaint relating to a bill, you must do so within one month of receiving the bill, failing which we will be under no obligation to investigate or to attempt to resolve the complaint. You may also have the right to apply to the court for assessment of the bill under Part III of the Solicitors Act 1974, or Part 48 of the Civil Procedure Rules 1999 normally within twelve months of delivery of the bill. The Legal Ombudsman may decline to consider your complaint if you have applied to the court for assessment of the bill.
- 13.7 No charge will be made for the time spent in investigating and responding to a complaint.
- 14 **CLAIMS**
- 14.1 Our partners, employees and consultants do not owe a personal duty of care or take personal responsibility for their acts or omissions in connection with the work

they do. That work is undertaken on our behalf and not in their individual capacity.

- 14.2 You agree not to bring any claim in respect of loss or damage suffered by you out of or in connection with our services against any of our partners, employees or consultants. This restriction will not operate to limit or exclude our liability for the acts or omissions of any partner, employee or consultant. It is agreed that any partner, employee or consultant will have the right to enforce this clause pursuant to the Contracts (Rights of Third Parties) Act 1999, but their consent is not required to any variation, termination or rescission of this agreement.
- 14.3 However, nothing in these Standard Terms or in the Letter of Engagement excludes or limits any claim you may have against a member, employee or consultant of ours for fraud or for death or personal injury caused by that person's negligence.
- 14.4 Contact details of our professional indemnity insurer and details of territorial coverage of the insurance are available on request or at our registered office.
- 15 **STORAGE OF PAPERS AND DOCUMENTS**
- 15.1 On completion of our work, following payment of all our bills on all matters for you, any original documents or other property which belongs to you and which we hold will be returned, if you so request. Files or records of our work will be kept for at least seven years and may be placed in third party storage and/or scanned and/or stored electronically. If we scan or store documents electronically we may also destroy the originals, unless they are documents of title or documents having an intrinsic status or value deriving from a factor other than their content.
- 15.2 Unless we have agreed otherwise in writing, you authorise us to destroy all files or records of our work seven years after the date of our final invoice for the work concerned.
- 15.3 If we retrieve files or documents from storage in relation to continuing or new instructions, we will not normally charge for such retrieval. However we may make a reasonable charge in other circumstances.
- 16 **TERMINATION**
- You may terminate your instructions to us at any time. We may terminate this

agreement with immediate effect, and prior to termination suspend our work for you, if you or any person associated or connected with you or in which you have any direct or indirect interest, is or becomes subject to financial sanctions or similar restrictive measures under the laws of any jurisdiction or if we reasonably consider this is likely to occur. We may also stop working for you for any other good reason and on reasonable notice or as set out in the Letter of Engagement. If the agreement is terminated by you or us, unless the Letter of Engagement states otherwise, you will only be liable for our fees until termination plus VAT and other charges, expenses and disbursements.

We will be entitled to retain all your files and documents while there is money owing to us on any matter.

Any provisions of this agreement which are capable of having effect after termination, shall do so.

17 LEGAL PROFESSIONAL PRIVILEGE

Communications between a lawyer, acting in his or her capacity as a lawyer, and a client are privileged if they are both: (a) confidential; and (b) made for the purpose of seeking or giving legal advice (legal advice privilege). Confidential communications between a lawyer and a client, a lawyer and an agent or a lawyer and a third party will also be privileged if they are made after litigation proceedings have commenced or are reasonably in prospect and the communications are for the sole or dominant purpose of litigation (litigation privilege). You should be aware that if it is necessary for us to communicate with third parties on your behalf, those communications are unlikely to be privileged unless litigation privilege applies. Where legal advice privilege is concerned, the courts may treat individuals within your own organisation as external third parties if they are not involved in the giving of instructions or in the seeking, obtaining or receipt of advice from us. If you decide to disseminate privileged documents, either internally or externally, privilege may be lost so you should discuss this with us first. The law is not clear on whether legal advice privilege can exist in communications with clients made by non-lawyers working for us.

18 GOVERNING LAW AND JURISDICTION

18.1 Unless our Letter of Engagement states otherwise, our agreement with you will be

governed by English Law and will be subject to the exclusive jurisdiction of the Courts of England.

19 WHOLE AGREEMENT

19.1 The Letter of Engagement, these Standard Terms and any other terms expressly agreed at any time in writing by a partner of ours, set out the entire agreement between us for the work you have instructed us to do. If you instruct us to carry out additional work and we do not prepare a separate Letter of Engagement, this agreement will continue to apply, modified to reflect the scope of the additional work which will be carried out at our then hourly rates for the individuals concerned, unless we agree otherwise in writing.

19.2 If any part of the covering Letter of Engagement or these Standard Terms is or shall become invalid, illegal or unenforceable, the remainder shall survive unaffected.

19.3 The headings to paragraphs in the Letter of Engagement and these Standard Terms shall be ignored in construing the paragraphs.

20 INTERPRETATION

In the agreement the following words and expressions shall have the following meanings:

“we”, “our”, “ours”

means Lincoln & Rowe Limited and where the context so admits any company owned or controlled directly or indirectly by Lincoln & Rowe Limited or any other corporate entity or partnership in which Lincoln & Rowe Limited has a direct or indirect financial interest and any successor practice of any of the foregoing.

“you”, “your”

means the parties to the agreement other than us.

“the/our/this agreement”

means the Letter of Engagement, these Standard Terms and any other terms expressly agreed at any time in writing by a partner of ours.

“Letter of Engagement” or “Engagement Letter”

means the letter from us or other written agreement by us recording the terms of our engagement in relation to your matter.

“services”

means the services described in the Letter of Engagement or otherwise agreed between us in writing.

Any reference in the context of the provision of our services, to a “partner” of ours means a member of ours or an employee or consultant with equivalent standing and qualifications. It does not mean that our members and/or any person referred to as a “partner” are carrying on business

in partnership. Also, any reference to any employee or consultant of ours shall include a reference to an employee or consultant of any subsidiary of ours.

NOTICE OF CANCELLATION

Right to cancel

You have the right to cancel this contract within 14 days without giving any reason. The cancellation period will expire 14 days from the day of the conclusion of the contract.

To exercise the right to cancel, you must inform us of your decision to cancel this contract by a clear statement within 14 days from the day of the conclusion of the contract. Please use the attached cancellation form and send it to us by post, fax or email.

Effects of cancellation

If you cancel the contract, we will reimburse all payments received from you within two weeks.

If you request us to begin the performance of services during the cancellation period and then you cancel the contract, you must pay us for work we have done prior to cancellation.

CANCELLATION FORM

To Lincoln & Rowe
81 Chancery Lane
London
WC2A 1DD

Client name(s): _____

Address: _____

I/We hereby give notice that I/we cancel my/our contract for the supply of the following service:

Description of service: _____

Signature: _____

Date: _____

PRIVACY NOTICE – USING YOUR PERSONAL INFORMATION

Intended purposes for processing

In order to provide you with legal services, for the administration of our files and records and, if you agree, to enable us to send you information about other services Lincoln & Rowe offers, we will be processing (using and storing) your personal data, which includes information that identifies you, such as your name, address, job title and contact information. In some cases we may also process special categories of personal data, such as your health records, racial or ethnic origins, political or religious beliefs and/or criminal conviction and offence records.

Lawful bases for processing

We may be required to process your personal data in order to comply with our obligations under legislation such as the Proceeds of Crime Act 2002, the Money Laundering Regulations 2017, the Criminal Finances Act 2017, the Foreign Account Tax Compliance Act 2010 (for clients with US 'person' status) and under common law. We may, on occasion, be required to share your personal data with the relevant authorities. This processing of your personal data is to comply with the law, and we would be unable to act for you without doing so.

In addition, we may process your personal data on the basis that we have a contract with you. Alternatively, in some instances we may have a legitimate interest in processing your personal data.

Whenever we are processing special categories of personal data, and/or criminal conviction and offence records, we will only use that data to deliver the services you have instructed us to provide.

All your personal data will be processed, and erased, in accordance with our Data Retention and Erasure Policy, a copy of which is available upon request from our Data Protection Officer, Dipesh Dosani.

Recipients of your personal data

In addition to our firm we may, when required and necessary, share your personal data with

other organisations. Depending on the work we are undertaking for you the other organisations may include:

- Our firm's 'data processors' who are contractors from whom we obtain operational services including IT, message-taking, typing and secretarial support, costs draftsmen, secure document storage and shredding.
- Other 'data controllers' that provide professional or commercial services, such as Counsel, other solicitors, accountants, medical practitioners, surveyors and estate and letting agents.
- Experts that you and we agree are necessary to assist us to progress your matter.
- Providers of insurance, financial and banking services to you and/or to our firm.
- HMRC, HM Courts & Tribunals Service, HM Land Registry, Councils and other national and local government bodies.
- The Solicitors Regulation Authority, the Information Commissioner's Office (ICO) and organisations involved with the preparation, assessment and certification of quality standards for which our firm is seeking or maintaining accreditation.
- If you agree, to organisations providing marketing services to our firm.

All of the above are located in the UK.

Marketing

We should like to send you information about our services which we believe may be of interest to you. If you consent to being contacted on this basis, please tick the box on our Marketing Opt-In Request form, sign and date the document and send it to us. We may contact you by mail, telephone, email or text. If, at a later date, you change your mind you may opt-out of receiving marketing information from us. To opt-out please either write to our Data Protection Officer, whose name and address are above, or send an email to us with "Stop Marketing" in the subject line.

Your rights in relation to your personal data

You have the right of access to your personal data and to verify the lawfulness of the

processing. If you would like a copy of your personal data that we are processing please contact our Data Protection Officer, whose name and address are above. Kindly note, we will need to verify your identity before responding to your request. Normally we make no charge for doing this, and will endeavour to send it to you within 1 month of receipt of your request. If you notice that any of the information we send you is inaccurate or incomplete, please tell us and we will rectify it promptly.

If you are dissatisfied with our response you may complain to a supervisory authority which, in the UK, is the ICO, Wycliffe House, Water Lane, Wilmslow, Cheshire SK9 5AF. The ICO's website is at <https://ico.org.uk/> There may also be judicial remedies available to you.

Erasure of personal data

We will not erase or restrict the processing of your personal data during the period in which we have a legal obligation to retain that data under the applicable Act, Regulations or in common law.

Where we obtained your personal data to fulfil our contractual obligations to you, or if we have a legitimate interest for processing your personal data for the exercise or defence of legal claims, we will erase that data as soon as it is no longer necessary to retain it in relation to the purpose for which it was originally collected. Please see our Data Retention and Erasure Policy for timescales.

If you consented to our using your personal data for marketing purposes we will erase the data used for that purpose if and when you inform us that you wish to withdraw your consent.

Security

We are committed to ensuring that all information we hold about you is secure. In order to prevent unauthorised access or disclosure we have implemented appropriate physical, electronic and managerial procedures to safeguard and protect that information.

Other data controller recipients of your personal data are each responsible for implementing appropriate physical, electronic and managerial procedures to safeguard and protect that information, and to keep it secure.

Data processor recipients of your personal data have provided sufficient guarantees that they have implemented measures to ensure compliance with the GDPR and to protect your rights.

Personal data concerning a third party

You should only give us personal data about someone else with their permission. Where you provide us with personal data about someone else, or someone discloses to us personal data about you, it may be added to the personal data we already hold and may be used in the ways described in this Privacy Notice.

MARKETING OPT-IN REQUEST

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I hereby consent to my personal data being included in Lincoln & Rowe's database for marketing purposes and confirm that you may contact me by mail, telephone, email or text.

I understand that if, at a later date, I change my mind I may opt-out of receiving further marketing information and that the ways in which I could do that are set out in the Privacy Notice you have provided to me.

Signed:

Print name:

Date: