

# General Terms of Business

## RIAA Barker Gillette (UK) LLP

September 2024



### Introduction

These General Terms of Business (**General Terms**) apply to the supply of Services by the Firm under the Engagement Letter. By instructing or continuing to instruct the Firm you are deemed to have accepted the Services Contract including these General Terms.

The Firm is a limited liability partnership incorporated under the Limited Liability Partnerships Act 2000 with company number OC307915. It is a legal entity with its own legal personality, separate from that of its members, employees and consultants and any affiliated businesses.

It is important for you and any other beneficiaries of the Services to understand that the members and employees of the Firm do not assume any legal liability or personal responsibility for the Services delivered by the Firm under or in connection with the Services Contract. This legal responsibility and liability is only assumed by the Firm as a limited liability partnership.

The Services Contract including any additional terms which may supplement them, and which are expressly agreed between the Firm and you from time to time (**Additional Terms**) represents a binding contract between you and the Firm and the entire agreement and understanding between the Firm and you in connection with the Services and supersedes any prior agreements, understandings, arrangements, statements or representations relating to the Services. In the event of any inconsistency between the Engagement Letter and any other elements of the Services Contract, the Engagement Letter shall prevail. In the event of any inconsistency between these General Terms and any Additional Terms, the Additional Terms shall prevail.

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## Interpretation

In these General Terms the following words and phrases have the following meanings:

**Engagement Letter:** the letter from the Firm to you referring to these General Terms, recording the engagement, and identifying the Services including the Schedule to that letter.

**FCA:** Financial Conduct Authority.

**Firm or 'we' (or derivatives including us, our, etc.):** the Limited Liability Partnership known as RIAA Barker Gillette (UK) LLP (company no. OC307915).

**Partner:** any RBG Person who is a member of the Firm or who is accorded the title "partner" in relation to the Firm (whatever that RBG Person's legal status).

**RBG Persons:** individuals who, in relation to the Firm, are described as partners, or are members, employees, consultants or agents of the Firm, as the case may be, and "RBG Person" shall mean any one of them.

**Scope of Work:** the scope of works at paragraph 1 of the Schedule to the Engagement Letter and as amended from time to time.

**Services:** the legal services to be supplied by the Firm under the Services Contract as recorded in the Scope of Work.

**Services Contract:** the Engagement Letter, these General Terms and any Additional Terms.

**SRA:** Solicitors Regulation Authority.

**You (and derivatives such as your):** the client for the purposes of our retainer as identified in the Engagement Letter including any natural person, corporate or unincorporated body (whether or not having separate legal personality).

## Supply of Legal Services

The Engagement Letter sets out the Services to be delivered by the Firm and associated matters. These General Terms may be subject to variation as stated in the Engagement Letter.

The Firm is responsible for the supply of the Services with reasonable skill and care.

Any advice, opinion, statement of expectation, forecast or recommendation which is supplied by the Firm as part of or in connection with the Services shall not amount to any form of guarantee, warranty, undertaking or any other form of enforceable commitment that any future outcome event or circumstance will occur.

The Firm is not responsible for the delivery of services which:

- are not included in the Scope of Work;
- are identified as excluded work at paragraph 2 of the Schedule to the Engagement Letter;
- are not in the nature of legal services;
- relate to the provision of advice concerning taxation (unless and to the extent that it is expressly stated in the Engagement Letter that advice concerning taxation is to be provided);
- relate to registering any overseas entity in the Register of Overseas Entities or any other information or documents as might be required under the Economic Crime (Transparency and Enforcement) Act 2002 or (unless otherwise agreed in writing) any advice as to any obligation you may have in this regard;
- relate to the registration of documents or information with the Trust Registration Services or advice as to any obligation you might have as a trustee to register with or provide information to the Trust Registration Services (unless and to the extent it is expressly stated to be included with the Scope of Work); and/or
- concern the laws of any place other than England and Wales or the legal procedure of course in any place other than England and Wales.

The RBG Person(s) who will initially conduct your work on a day-to-day basis and the supervisor of that work are identified in the Engagement Letter. In some cases, such persons will be the same. From time to time the RBG Person who is responsible for the day-to-day conduct of the legal services or for the supervision of the same may change but the Firm will use reasonable endeavours to avoid this.

Sometimes an RBG Person may be referred to as a partner. This is simply an indication of their status as an RBG Person and does not mean that they assume individual legal and personal liability for the Services.

Sometimes the Firm will arrange for third parties who are not employees of the Firm to undertake work on your

behalf. The most likely example is a barrister, but other examples are bailiffs, planning consultants, sheriffs, experts, interpreters, process servers and enquiry agents. These parties will be entitled to be paid for the services that they provide, and you will be obliged to pay us the full cost (including their disbursements) of obtaining their services (including value added tax) in addition to payment for the Services.

## Your Responsibilities

Notwithstanding the duties and responsibilities of the Firm in relation to the Services, you have the following obligations and responsibilities:

- to provide us with prompt and clear instructions;
- to co-operate fully with the Firm to enable us to do our work properly;
- to notify us and bring to our attention all facts and documents which are or may be considered to be relevant or material to the Services;
- not to provide us with any false information or conceal or withhold any relevant or material fact or document;
- to provide us with such means of verifying your identity as we shall reasonably require for the purpose of enabling us to comply with anti-money laundering regulations and professional practice rules;
- to transfer funds to us so that they are present in our client account as cleared funds in time for us to use such funds to meet any payment obligations relevant to any matter we are conducting for you;
- to pay our Charges (as defined below) on time;
- to decide on your use of our advice and recommendations and any other product of the Services and choose to what extent you wish to rely on, or implement advice from us or recommendations that we make; and
- to notify us of all your contact details and other relevant information including your address, email addresses, telephone numbers (landline and mobile) and relevant bank details and update us in the event of any changes to that information. Please note, should you fail to update us with all your contact details and, at the end of your matter, we retain funds belonging to you and, despite taking reasonable steps, are unable to trace you to return those funds, then, subject to our professional obligations, we have the right to and may donate those monies to charity.

We may rely on any instructions or requests made or notices given or information supplied, whether orally or in writing, by any person whom we know to be or reasonably believe to be authorised by you to communicate with us for such purposes. If you comprise more than one person you agree that we may accept instructions from any one of such persons on behalf of all of you. This extends to instructions to transfer monies held or to be received for all or both of you.

Unless you notify us in writing to the contrary, we may communicate with you and with other persons by email and you accept the inherent risks, including the security risks of interception of, or unauthorised access to, such communications, the risk of corruption of such communications and the risk of viruses or other harmful devices associated with communication by email. We shall not be liable for any loss or damage resulting from the occurrence of such events.

## Conflicts and Professional Obligations

The Firm is entitled to discontinue supply of the Services if at any time:

1. the interests of the Firm conflict with your interests;
2. there is a conflict of interests between you and any other clients of the Firm;
3. there is a significant risk that any such conflict may arise; or
4. you become a 'designated person' under the HM Treasury UK Sanctions Regime (or equivalent in jurisdictions outside the UK).

As solicitors, the Firm and relevant RBG Persons are officers of the court and as such owe duties to the court. In addition, the Firm is bound by the rules regulating the legal profession. The Firm is entitled to discontinue supply of the Services where to do so would conflict with any duty owed to the court or under any professional rule.

If a conflict described above arises and the Firm should cease to provide the Services, the Firm shall be entitled to charge you for all work undertaken up to that point and the Firm has the right to charge according to the time spent in providing the Services at the rates indicated in the Engagement Letter. Where you have become a 'designated person', the Firm will seek permission from HM Treasury to enable it to recover its charges from frozen assets.

## Third Parties

The Services Contract shall not create or give rise to, nor shall it be intended to create or give rise to, any third party rights. No third party shall have any right to enforce or rely on any provision of the Services Contract which does or may confer any right or benefit on any third party, directly or indirectly, expressly or impliedly. The application of any legislation giving to or conferring on third parties contractual or other rights in connection with the Services Contract shall be excluded. No RBG Person shall be deemed to be a third party for the purposes of this provision.

Any product of the Services released to you in any form or medium shall be supplied by the Firm on the basis that it is for your benefit and information only as the client and that, save as may be required by law or agreed by the Firm in writing, it shall not be copied, referred to or disclosed, in whole or in part to others (save for your internal purposes).

## Updating Advice and Critical Dates

Neither the Firm nor any RBG Person shall be under any obligation to update any advice, document, report or other product comprising the Services (whether oral or written) following an event occurring after the advice, document, report or product has been provided (such as, for example, a subsequent change in the law). Neither the Firm nor any RBG person has any responsibility to advise you in such a case that there has been a change in the law and/or that advice previously given, or any other product of the Services, is no longer accurate or appropriate.

Neither the Firm nor any RBG Person shall be under any obligation to inform or remind you or any other person of critical dates which are outside the time during which the Services are provided, or which are not connected with the Services. Examples include (but are not limited to) rent review dates, option dates, break clause dates and service of notice dates.

## Limitations on Our Liability

**Please read the following important provisions carefully.**

The Firm's liability and any liability of RBG Persons in connection with the Services shall be limited (or excluded in the case of RBG Persons other than the Firm) subject to and in accordance with these General Terms.

The maximum aggregate liability of the Firm and RBG Persons to you and any other Claimants (as defined below) arising from or in connection with the Services Contract shall be limited to the maximum amount for which the Firm is indemnified in respect of such liability under our professional insurance indemnity policies which is currently £20 million (ignoring the 'excess' amount). The LLP's insurers are QBE Insurance (Europe) Ltd, whose territorial coverage relates to legal advice within the jurisdiction of England and Wales.

The limitation of liability outlined in the above paragraph:

- applies to the maximum aggregate liability arising in contract or tort or equity or under statute or otherwise howsoever for any loss or damage suffered by you (or by any other person) or any other form of monetary liability arising from or in connection with the Services howsoever the loss or damage or other form of liability is caused, including our negligence;
- does not apply to liability arising from fraud, any other form of dishonesty or reckless disregard of professional obligations.

Where you comprise more than one person or there is more than one beneficiary of the Services (**Claimants**), the limitation on our liability under these General Terms shall be apportioned by the Claimants amongst all of them. Neither you nor any other Claimant shall dispute or challenge the validity, enforceability or operation of the limitation on the ground that no such apportionment has been so agreed or on the ground that the agreed share of the limitation amount apportioned to any "Claimant" shall include you and other Claimants.

Neither you nor any other Claimant shall bring any claim against any RBG Person other than the Firm in respect of loss or damage suffered by you or by any other person arising out of or in connection with the Services. This restriction shall not operate to limit or exclude the liability of the Firm as a limited liability partnership for the acts or omissions of any RBG Person.

If for any reason an RBG Person is liable as an individual in connection with the Services, notwithstanding the agreement in these General Terms that they shall not be, then the foregoing limitation on liability shall operate to limit the maximum aggregate liability of each and all of the Firm and RBG Persons.

Special provisions relate to the collapse of a deposit-taking institution.



- It is unlikely as a matter of law that the Firm would be held liable in the event of any loss of your funds held by the Firm resulting from the failure or collapse of any bank or other deposit-taking institution.
- Any liability on the part of the Firm arising as a consequence of any such collapse or failure is subject to all the limitations on liability provided in these General Terms.
- The absence or limitation of liability shall have no effect on the Firm's obligation to honour undertakings it has given.
- Any money deposited by you with the Firm shall be held with our bankers, Lloyds Bank plc, Santander UK plc and Arbuthnot Latham.
- At present, in the event of a failure of a deposit-taking institution resulting in loss to you, provided that you are an individual or a small company, it is possible to make a claim under the Financial Services Compensation Scheme (**FSCS**) to recover compensation for the loss of funds held in the Firm's client account.
- By agreeing to the Services Contract, you hereby consent to the Firm providing information about you to the FSCS to enable them to identify you and determine the amount you might be entitled to compensate for your loss.
- The current limits for compensation from FSCS are set out on the FSCS website at: [www.fscs.org.uk/what-we-cover](http://www.fscs.org.uk/what-we-cover). If you hold other monies with Lloyds Bank plc, Santander UK plc or Arbuthnot Latham those funds will be included within the said limit.
- Some deposit-taking institutions trade under a number of different names. If you have different accounts with the same institution (but adopting different trading names) the limits of compensation will still apply to all of those accounts. You should check with your deposit-taking institution, the FCA or a financial adviser for more information.
- The right to compensation from the FSCS is limited to individuals and companies which satisfy at least two of the following three thresholds:
  - annual turnover must not exceed £6.5 million;
  - the balance sheet total must be less than £3.26 million; and
  - the average number of employees must be 50 or less.

## Complaints

Our complaints procedure can be found at [www.riabarkergillette.com/uk/complaints-procedure/](http://www.riabarkergillette.com/uk/complaints-procedure/). Hard copies are available upon request.

## Charges

The Firm shall render invoices in respect of the Services comprising fees, disbursements (as to which see below) and value added tax thereon (**Charges**). The Firm is not obliged to pay or incur liability for disbursements unless and to the extent that the Firm agrees to arrange to pay or incur liability for them and has received sufficient funds on account for you to cover the amount payable.

Unless otherwise agreed in writing payment for our Charges must be in £ Sterling or (if different) the currency specified on the Firm's invoice. If you pay our Charges or transfer funds to us for any purpose in a currency other than £ Sterling without our prior written agreement, the Firm's bank will convert the funds from that currency to GBP at your cost at the bank's prevailing exchange rates.

The Firm's fees are based on the degree of responsibility of RBG Persons involved in supplying the Services, the skill and time spent by them in performing the Services, and their nature and complexity.

Where the Engagement Letter refers to charges measured by the time spent in providing the Services, you agree that the Firm is entitled to include in such time all time recorded in providing the Services including (but not limited to):

- attending court or any tribunal;
- attending internal meetings between RBG Persons dealing with the Services;
- attending meetings with you and third parties;
- complying with obligations to disclose and produce information concerning matters of the client and complying with the SRA Code of Conduct, which can be found at [www.sra.org.uk/solicitors/standards-regulations/code-conduct-solicitors](http://www.sra.org.uk/solicitors/standards-regulations/code-conduct-solicitors);
- conducting legal research;
- considering third party reports and correspondence;
- dealing with enquiries and advising you and persons connected with you;
- drafting, considering and producing outgoing letters, emails and faxes;

- inspecting documents;
- obtaining, collating and verifying “know your client” information and documentation;
- preparing documents for, and appearing in, court;
- preparing for court hearings and meetings;
- preparing instructions to counsel and other third parties including experts;
- preparing statements and financial information;
- reading and considering incoming letters, emails and faxes;
- reading, drafting, revising and preparing documents and engrossments of them;
- reporting to you matters relevant to the Services;
- sorting, collating, copying, bundling and/or delivery of documents;
- storing and arranging for the retrieval of files, information and papers;
- supervising RBG Persons;
- taking any action or steps to recover outstanding Charges;
- telephone calls (outgoing and incoming); and
- travelling and waiting time.

Time is recorded in units of six minutes and part of a unit will be rounded up to a whole unit.

You hereby consent and agree that the Firm is entitled to charge fees and you are obliged to pay the Firm fees even if those fees are greater than the amount you are entitled to recover from any other person including any party in litigation (including any fees charged by us greater than the amount of fixed recoverable costs) and that, as a consequence of this agreement, section 74(3) Solicitors Act 1974 does not apply.

The Firm may charge a fixed administration fee of £40 plus VAT for each payment it makes by bank transfer (BACS, faster payment or CHAPS) on your behalf including the return of funds to you. We may also charge a Lawyer Checker fixed fee of £20 plus VAT on any commercial or property transaction.

The Firm may also charge a fixed administration fee for performing its obligations as described in "Anti-Money

Laundering and Anti-Terrorism Funding” above. The normal fees charged in this regard are:

1. £25 plus VAT for any UK resident;
2. £50 plus applicable VAT for any non-UK resident individual or for a body corporate incorporated in the UK;
3. £100 plus applicable VAT for any body corporate incorporated outside of the UK.

In addition, the Firm may charge for any translation costs incurred in translating any relevant documentation.

In a property or commercial transaction or other non-contentious matter where the Firm agrees in the Engagement Letter to provide the Services in return for a fixed fee, such fee will be exclusive of value added tax and disbursements and is subject to amendment or further Charges in the following circumstances where:

- the information provided by you or any other person on your behalf about the transaction or matter proves to be inaccurate or incomplete to a material extent which requires or results in the Firm having to undertake further work unforeseen at the date of the Engagement Letter;
- the transaction or matter was anticipated to be routine at the date of the Engagement Letter and proves to be significantly more complicated and time consuming; and/or
- the Firm is asked to provide Services falling outside the Scope of Work; and/or
- the transaction or matter develops to include a contentious element (such as, for example, making resisting or advising on a claim that a party has acted unlawfully or in breach of contract).

In any such case the Firm has the right to charge according to the time spent in providing the Services at the rates indicated in the Engagement Letter.

Rates of charge will be subject to increase from time to time but the Firm shall not be entitled to charge by reference to an increased rate for work done prior to the date of notice of the increase to you.

If rates of value added tax increase, you will be liable to pay such tax at the increased rate.

The Firm may submit any invoice rendered to you by email only unless you have notified us in writing that you require invoices to be sent by alternative means.

## **Disbursements**

Disbursements are specific expenses incurred in providing the Services and/or monies payable to other persons in connection with the provision of the Services. You are liable to pay all such disbursements in addition to our charges. We shall be entitled to charge value added tax in addition in respect of disbursements.

Examples of disbursements are court and tribunal fees, fees for third parties, such as counsel and experts, instructed by the Firm on your behalf, company search expenses, land registry fees, bank transfer fees, overseas telephone calls, printing costs, dataroom charges, courier charges, fax transmissions and land search fees.

The Firm is entitled to raise additional charges as disbursements for photocopies and for creating images of documents and other written material on discs or other devices at rates consistent with those applicable to rates charged by central London firms of solicitors for similar services.

RBG Persons shall be entitled to travel by such means as they consider appropriate for the purpose of providing the Services and the full cost of such travel as disbursements shall be payable by you in addition to the Charges for the Services.

The Firm shall be entitled to make deliveries by couriers and to charge the full cost to you in addition to the Charges for the Services. Such charge may be rounded up to the nearest increment of £10 per courier delivery.

## **Advance Payment of Fees and Disbursements**

The Firm may require you to make payments in advance to it on account of Charges that the Firm anticipates will accrue in relation to the provision of the Services.

If you fail to make such payment in advance, the Firm has the right not to commence or to suspend or to terminate the delivery of the Services, as it shall elect.

## **Invoices, Time for Payment, Interest on Charges and Liability**

In return for the supply of the Services you shall pay the Charges (without any right of deduction, withholding or set-off), on presentation of the Firm's invoice (together with any disbursements and the value added tax comprised in such invoice) or at such other time as may be specified in the Engagement Letter or as permitted in these General Terms.

You hereby consent to the Firm transferring (and hereby authorise the Firm to transfer) funds it holds on your behalf in its client account to pay any amount due and outstanding to the Firm as set out in an invoice from the Firm delivered to you.

The Firm may render interim invoices in advance of the completion or conclusion of the matter relevant to the Services. Interim invoices may or may not cover all the work done by the Firm in providing the Services as at the date of the interim invoice.

If the Services Contract is terminated or suspended, the Firm shall be entitled to payment for disbursements incurred to that time, and to payment of its fees for work done plus value added tax thereon (where appropriate). The Firm's fees for work done shall in this event be calculated by reference to the time spent in providing the Services and the hourly rates of RBG Persons.

Where there is more than one addressee of the Engagement Letter, unless the Engagement Letter provides for payment of our Charges by one of you or by a third party, all of you shall each be fully liable to pay our Charges on a joint and several basis, and we shall be entitled to call upon any or all of you for payment in full.

Where the Firm's invoice is addressed to you but marked as payable by a third party, you will remain primarily responsible for paying the Charges.

You agree to accept delivery of bills by email sent to the address(es) specified in paragraph 3 of the Schedule. The agreement to accept delivery of a bill sent by electronic means may be modified or withdrawn at any time on notice to the Firm.

The Firm may charge interest on any Charges payable, but not paid within 30 days of the invoice date, at judgment rate from time to time in force (this rate applying after as well as before any court award or judgment in favour of the Firm in respect of outstanding balances). Other firms of solicitors may be prepared to provide the Services without seeking to charge interest on late payment.

You will indemnify the Firm and keep it indemnified to the maximum extent permitted by law and compatible with the SRA Code of Conduct in relation to all costs and expenses incurred by the Firm in connection with the recovery of outstanding Charges from you, including the costs incurred by the Firm in relation to any legal proceedings.

## Lien on Papers

If:

1. you fail to pay any Charges when they fall due;
2. you fail to make any payment pursuant to the "Advance Payment of Fees and Disbursements" above; or
3. the Services Contract is terminated by you (or by us as a consequence of any breach of the Services Contract by you) and there are any outstanding Charges or monies to be charged to you (including unbilled work in progress), then the Firm shall have the right, to the extent compatible with the law and the SRA Code of Conduct, to retain all papers, data (subject to applicable data protection legislation) and documents relevant to your matters and the matters of any of you until such time as it receives full payment of the Charges or monies otherwise due.

## Where Third Parties are Liable to the Client for the Charges

You are liable for the Charges and such liability is unaffected by any claim or entitlement that you have against third parties in relation to the recovery of sums paid or payable in respect of the Charges.

You are liable for the Charges even if the Charges are greater than the amount you are entitled to recover from any third party (including Charges which are greater than the amount of fixed recoverable costs) and you agree that section 74(3) Solicitors Act 1974 does not apply.

The Firm is not under any obligation to obtain recovery of such sums or any portion of them except to the extent covered in the Scope of Work and, in such a case, the Firm shall be entitled to its fees for the work to be done. Such charges will be additional to its fees for work already done.

You are not entitled to delay payment of the Charges by reference to the time required to obtain payment from a third party.

Examples of the above situations include where:

- a third party is bound by contract to pay or contribute towards legal fees incurred by you;
- you have the benefit of an insurance policy relevant to a matter; and

- you have been involved in court proceedings and an order has been made which entitles you to recover some or all of your legal costs from another party.

## Interest

If we hold money for you in our general client account, we will account to you for a sum in lieu of interest (**SILOI**) on those funds as provided below, unless the exceptions in the next paragraph apply. We will not account to you for actual interest earned on funds in our general client account.

We will not account to you for SILOI:

- where the amount of SILOI is less than £300;
- in relation to funds held on account for our fees or disbursements;
- if there is an agreement with you to contract out of these provisions on interest;
- if you notify us that you cannot accept interest or a sum in lieu of interest on religious grounds.

If we hold money for you in a separate designated client account, we will account to you for all the interest earned on your funds in that account unless the amount of interest earned is less than £300. In relation to the provision of Services, it may be appropriate for us to hold your funds on a separate, designated deposit account (for example, where we are holding completion moneys for more than a few days or retention monies, or funds held). We will only place your funds in a designated deposit account if requested by you in writing and with your express consent.

We are entitled to make a minimum charge of £300 (inclusive of VAT) for calculating the SILOI or interest and maintaining the records in respect of that interest.

We will calculate and pay SILOI and/or interest (as applicable) once your matter has concluded, or annually if sooner and the matter carries on for a longer period of time.

In calculating SILOI and/or interest (as applicable):

- the period over which SILOI or interest is calculated will be determined by reference to the period between the date when the relevant funds received by us clear our account and, if we send the funds electronically, the date when the funds are sent or, if we send the funds by cheque, five days after a cheque is raised;



- the applicable rate in relation to SILOI will reflect the market rate(s) of interest paid on an instant access current account offered by a UK high street bank from time to time over the period for which interest is due but shall be no greater than the rate(s) of interest applicable on our general client account.

We may set off against SILOI or interest payable to you, any sums owing by you to us.

SILOI and interest will be paid to you gross and without deduction for tax. It is your responsibility to account for any income tax due on that sum to HMRC or other applicable tax authority.

### Termination

Each of us can terminate the Services Contract or suspend the Firm's obligation to provide the Services, by giving notice in writing to the other at any time. Termination or suspension under this paragraph shall be without prejudice to any rights that may have accrued for either of us before termination or suspension, and all sums due to us shall become payable in full when termination or suspension takes effect.

These General Terms survive expiry or termination of the Services Contract. The Firm shall not be under any obligation to continue to provide the Services after such time.

### Storage of Papers and Deeds

The Firm will, at your written request, either during the provision or after completion of any Services, release to you or to your order papers, data and documents belonging to you (**Documents**), provided that the Firm is not at the time exercising its right to retain any Documents under "Lien on Papers" above or is prevented from doing so by law or court order, undertaking or other legal or regulatory requirement. The Firm may copy all or any of the Documents before releasing them.

The Firm may at any time scan or otherwise make electronic copies or images of any Documents and (other than Documents held in safe custody) destroy the originals and thereafter hold the Documents only in such copy or image form. Unless expressly agreed otherwise in writing the Firm will keep all Documents whether in original, copy or imaged form for the periods set out in the Firm's Data Retention Policy (which may be updated from time to time), after which time the Firm may destroy or delete them, and any copies or images of them, and shall be under no obligation to you to retain such documents.

Our Data Retention Policy can be found on our website at [www.riaabarkergillette.com/uk/data-retention-policy](http://www.riaabarkergillette.com/uk/data-retention-policy) and is linked to our Privacy Notice ([www.riaabarkergillette.com/uk/privacy-notice](http://www.riaabarkergillette.com/uk/privacy-notice)), both of which are available on request).

The periods for which we will retain your Documents (commencing on the date we close the file) depends on the practice area under which the Firm provides Services to you as detailed in our Data Retention Policy.

Please note, however, that we may keep Your Data for longer than the periods stated if it is necessary. However, this will be assessed on a case-by-case basis. If we determine that it is necessary to keep Your Data for longer than the periods listed above, we will confirm this to you in writing at the end of our retainer with you and explain why it is necessary. Any data held to comply with our obligations under anti-money laundering regulations as may be in force will be held for five years from the date of the last active matter's file closure, with the long stop date of 10 years. Where Your Data is inputted by us or provided by you via the InfoTrack platform, that information will be processed and held by InfoTrack Limited and their third-party providers (Searches Group Limited, TransUnion International UK Limited and GB Group plc) in accordance with their data policy as to which we would refer you to their data retention policy available on request. Where Your Data is inputted by us or provided by you via the Docusign platform, that information will be processed and held by Docusign, Inc., its affiliates and their third-party providers in accordance with their data policy, which is available on request. Our [Data Retention Policy](#) sets out the applicable retention periods for any data inputted or stored within the Docusign platform.

If the Firm agrees in writing to store title deeds, wills and/or other especially valuable Documents in safe custody for you, the Firm will not (without your consent) destroy such Documents. The Firm shall be entitled to send to you at your last known address or to any person we reasonably believe is authorised to receive the same on your behalf any such valuable Documents we hold.

Following the conclusion of the matter relevant to the Services the Firm shall be entitled to keep the Documents in such form in accordance with the Data Retention Policy and for any additional period of time as we consider appropriate (subject to any rule of law or professional conduct binding upon us as solicitors which obliges the Firm to release the Documents to you) but you authorise the Firm to destroy/delete such Documents at any time after the relevant retention period. The Firm will retain

files relating to wills, probate and trusts for such longer period as may be appropriate.

The Firm shall not be liable for any loss or expense incurred by you in consequence of any destroyed files or Documents being lost or destroyed while in its possession subject to our having acted in good faith in relation to the same.

The Firm shall be entitled to make a charge for retrieving any files deeds and/or documents (excluding personal data) consistent with the basis for charging set out in these General Terms.

### Confidential Information and Copyright

The Firm may disclose information and documents of a confidential or privileged nature concerning you or the matter to which the Services relate:

- if required to do so by law;
- if required by any rule or requirement of the SRA or any other authority in the United Kingdom with whose requirements we are required to comply;
- where necessary or appropriate to its professional indemnity insurers and professional advisers; or
- for audit purposes, to its internal and external auditors (both in relation to accounts, compliance and legal services standards).

Please see our [www.riaabarkergillette.com/uk/privacy-notice](http://www.riaabarkergillette.com/uk/privacy-notice) which explains how we keep your data secure in circumstances where we disclose your data. For the purposes of marketing or publicising or selling services, the Firm may wish to disclose that it has performed work for you, in which event it will request your consent to identify you and indicate the general nature or category of such work and any details which have properly entered the public domain.

The Firm shall retain ownership of the copyright and all other intellectual property rights in the product of the Services which accrues to the Firm, whether oral or tangible, and ownership of its working papers. You may make use of any product of the Services in its tangible form on payment of our Charges for any such products. For the purposes of supplying services to you or other clients, the Firm and RBG Persons shall be entitled to use, develop or share with each other knowledge, experience and skills of general application gained through performing the Services.

### Data Protection

The processing of personal data is governed by data protection legislation, under which the Firm is registered as a data controller. Any personal data you provide will be held securely and in accordance with data protection legislation.

#### Please read the Privacy Notice carefully.

The Privacy Notice sets out important information to help you understand what data we may collect, why we collect it and what we do with it.

A link to the Privacy Notice and these General Terms of Business can both be found on our website as follows:

[www.riaabarkergillette.com/uk/privacy-notice](http://www.riaabarkergillette.com/uk/privacy-notice)

[www.riaabarkergillette.com/uk/general-terms-business](http://www.riaabarkergillette.com/uk/general-terms-business)

**If you are instructing us in the course of business, you warrant and confirm that:** you shall comply with your role and obligations as either a data controller or processor in accordance with data protection legislation.

**In whatever capacity you are instructing us, you warrant and confirm that:** any personal data that you have provided or will provide to us during the course of our engagement is in accordance with your obligations under data protection legislation, the Human Rights Act 1998, the Privacy and Electronic Communications (EC Directive) Regulations 2003 and the Regulation of Investigatory Powers Act 2000 as amended, extended or re-enacted from time to time in addition to your obligations of confidentiality.

Any queries or concerns about the Firm's compliance with data protection laws should be sent to: Data Protection, RIAA Barker Gillette (UK) LLP, 18 Cavendish Square, London, W1G 0PJ or by email to [info.uk@riaabg.com](mailto:info.uk@riaabg.com).

In relation to the obligation to verify the identity of all clients, the Firm may make searches about you with a credit reference agency. You hereby consent to such searches being made. In this regard the Firm use the services of CRIF Decision Solutions Limited or InfoTrack Limited. You may withdraw your consent to such a search being made but in such event the Firm may decline to act for you. Contact information as follows:

CRIF Decision Solutions Limited, Suite 1, 3rd Floor 11 - 12 St. James's Square, London, SW1Y 4LB.

InfoTrack Limited, L11 91 Waterloo Road, London, SE1 8RT (and their third-party providers Searches Group Limited t/a AML Search, The Forge, Mulberry Green,

Harlow, Essex CM17 0ET, TransUnion International UK Limited, Customer Relations, TransUnion Information Group, One Park Lane, Leeds LS3 1EP and GB Group plc, The Foundation, Herons Way, Chester Business Park, Chester, CH4 9GB).

## **Anti-Money Laundering and Anti-Terrorism Funding**

Much of our work is within the regulated sector and, even where it is not, best practice requires that we adopt the procedures and recommended practices and guidance laid down by the SRA and the Law Society including the Anti-money Laundering Guidance issued by the Legal Sector Affinity Group as approved by HM Treasury. The Firm is required to satisfy itself of your identity and to verify it by independent means. You must provide us with your full name, nationality address or addresses and date of birth and, if asked to do so, produce documents verifying that information, such as a passport, photo driving licence and/or official document addressed to you. We are also required to obtain information from you as to your sources of wealth and the sources of any funds you might be using for any transaction. Our duties are to continue to monitor such data and even if you have been a client of the practice for many years, we may still require you to provide information of this type from time to time. We shall explain the evidence required of you by the Firm if you have not already been asked for identity verification documentation.

The Firm will not be able to accept money for or from you or to provide you with Services or undertake any regulated business for you until you have provided the evidence requested in the Engagement Letter and any other requests for information concerning your identity or sources of wealth or funds as necessary for us to satisfy our professional obligations.

We are required in certain circumstances to disclose information to the National Crime Agency (**NCA**). Where the Firm knows or suspects that a transaction on behalf of a client involves money laundering, the Firm may be required to make a money laundering disclosure. If this happens, the Firm may not be able to inform you that a disclosure has been made or of the reasons for it.

Neither the Firm nor any RBG Person is liable for any failure to provide the Services, or to comply with a certain standard of provision of the Services, or for a disclosure of confidential information, in each case to the extent that it is attributable to the matters mentioned in these General Terms.

The Firm does not accept cash receipts and will not be obliged to do so in connection with the provision of the Services.

## **Persons of significant control (PSC)**

We are required in certain circumstances to disclose to Companies House discrepancies between information concerning the PSCs of bodies corporate recorded at Companies House and information we receive as part of our client due diligence procedures or otherwise during our retainer. Our obligations in this regard are subject to our obligation to preserve legal professional privilege.

## **Trusts and the Trust Registration Service (TRS)**

When acting for trustees or agents of a trust, we will require proof of registration on the TRS as part of our client due diligence. In the event of any discrepancy in the trust information we review, you will be required to update the trust data on the TRS and provide us with an updated version, failing which we will be obliged to report the discrepancy to HMRC and will be unable able to act further until the issue is resolved.

## **Consumer Contracts**

Under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013, if you are (i) a "consumer" and (ii) our agreement to act for you on any new matter is an "off-premises contract", in each case within the meaning of the Regulations, you may withdraw your instructions to us on that matter up to 14 days after the day on which we enter into a contract with you, without giving any reason. You must inform us of your decision to cancel by a clear statement, either on the cancellation form provided with our Engagement Letter or in writing by letter, fax or email using the contact details provided in the Engagement Letter. To meet the cancellation deadline, it is sufficient for you to send your communication concerning your exercise of the right to cancel before the cancellation period has expired, even if we don't receive it until after the end of the period.

## **Financial Services**

We are not authorised by the FCA as we are an exempt professional firm for the purposes of the Financial Services and Markets Act 2000. The Firm may **provide some** certain limited investment advice and services where these are closely linked to the legal work we are doing for you professional services without being authorised.

If, while the Firm is acting for you, you need advice on investments, we may have to refer you to someone who is authorised by the FCA to provide such advice.

The Firm is included on the register maintained by the FCA so that we may carry out insurance mediation activity, which is broadly the advising on, selling and administration of insurance contracts. This part of the Firm's business, including complaints or redress if something goes wrong, is regulated by the SRA. The register can be accessed via the FCA website at [www.fca.org.uk](http://www.fca.org.uk).

If you are unhappy with any investment advice and services you receive from the Firm, you should raise your concerns with either of the SRA (our independent regulator) or the Legal Ombudsman Service (the independent body set up to deal with complaints about legal services – see "Complaints" for further details).

## Miscellaneous

### Assignment

Save as provided in the next paragraph, neither of us shall have the right to assign the benefit (or transfer the burden) of the Services Contract (or any, rights, benefits or claims arising under or in connection with the Services Contract) to another party without the written consent of the other of us save that, we may assign the benefit and the burden of the Services Contract to another person who succeeds to the business of the Firm and nothing in these General Terms shall operate to prevent the Firm from factoring or assigning or charging by way of security any monies payable to us by you, which you hereby consent to.

### Separate provisions and severance

Each paragraph and provision of these General Terms constitutes a separate and independent provision. If any provision is found by any court or authority to be void or unenforceable, the remaining provisions shall continue in full force and effect. If any provision is found by any court to be void or unenforceable but could become valid and enforceable by the deletion of any words within the provision, then such offending words may be deleted from the provision and the provision shall apply with full force without those deleted words.

### Sub-contractors

We are entitled to appoint sub-contractors to assist us in supplying the Services. Where we appoint sub-contractors, we may share confidential information with

them subject to that sub-contractor agreeing to maintain confidentiality.

### Waiver

Failure by any one of us to exercise or enforce any rights available to us shall not amount to a waiver of any such rights.

### Notices

Any notice to you or us delivered under the Services Contract shall be in writing and may be delivered by:

- pre-paid first-class post (or pre-paid overseas equivalent) to our respective addresses appearing in the Engagement Letter (or such other address as may be notified in writing);
- leaving it at our respective addresses appearing in the Engagement Letter (or such other address as may be notified in writing);
- sending it by email:
  - in the case of notices to the Firm, to the email addresses of each fee earner identified in paragraph 4 of the Schedule to the Engagement Letter; and
  - in the case of notices to you, to any one or more of the email addresses you have provided to us for the purposes of communicating with you in connection with the Services;
- Notices delivered by post shall be deemed to have been given:
  - where posted from and to addresses in the UK, on the second working day following the date of posting; and
  - where posted from or to addresses overseas, on the tenth working day following the date of posting.
- Notices delivered by pre-paid first-class post (as outlined above) shall be deemed to have been given on the day it is left at the relevant address.
- Notices delivered by email shall be deemed to have been given:
  - on the day it is sent unless it is sent after 17:00 (UK time) or at any time on a weekend or public holiday in which case it shall be deemed to have arrived on the next working day; and



- if there is an electronic delivery receipt showing that the email was delivered.

### **Governing Law and Jurisdiction**

The Services Contract shall be subject to, governed by and construed in accordance with English law. Any claims (whether contractual or non-contractual) arising in connection with the Services Contract or the performance or non-performance of Services shall be governed by English Law.

Any and all disputes arising from or under or in connection with the Services Contract or the Services (whether arising in contract, common law, equity or statute or otherwise howsoever) shall be subject to the exclusive jurisdiction of the English courts.

