



# Terms of Business



## 1. INTRODUCTION

The following Terms of Business apply to all work carried out by us, Gill Jennings & Every LLP, on a person's behalf, except as otherwise expressly agreed in writing signed by one of our partners.

These Terms of Business will apply to the exclusion of all other terms and conditions (including any terms or conditions which you purport to apply under any purchase order, confirmation of order, specification or other document whatsoever and when-ever).

We may ask you to sign and return a copy of an engagement letter confirming your acceptance of these Terms of Business. However, whether or not this is requested or done, your continuing instructions in relation to any matter and any future instructions concerning a new matter shall constitute your acceptance of these Terms of Business.

## 2. GILL JENNINGS & EVERY LLP

Gill Jennings & Every LLP is a limited liability partnership registered in England and Wales with registered number OC313165. Our registered office is at The Broadgate Tower, 20 Primrose Street, London, EC2A 2ES, where a list of the partners' names may be inspected. References in these Terms of Business to "we", "us" or "our" are to Gill Jennings & Every LLP (the "LLP"), and references to "you" and "your" are to the person or entity who has engaged us.

In these Terms of Business we use the term "partner" to mean a Member of the LLP. No reference to a "partner" is to imply that any person is carrying on business with others for the purposes of the Partnership Act 1890, nor does it imply any personal liability on the part of any of the partners.

## 3. OUR CLIENT

Unless otherwise agreed by us in writing, our client is the entity from whom we take instructions. Thus, where we are instructed by an intermediary, the intermediary is our client.

## 4. OUR WORK

We will agree with you at the outset the scope of work required on a matter. We are not responsible for matters that are outside the scope of work agreed. Unless otherwise agreed in writing to do so, we do not advise on tax.

## 5. LIABILITY FOR FEES

Unless otherwise agreed by us in writing, our client is responsible and liable for the payment of all of our fees and disbursements in accordance with our terms of payment.

Where we agree in writing that another party is responsible for such payment, then, unless otherwise agreed in writing, our client shall ensure that such party is provided with these Terms of Business and our client's continuing instructions in relation to any matter and any future instructions concerning a new matter shall constitute such party's acceptance of these Terms of Business.

For the avoidance of doubt, liability for the payment of all of our fees and disbursements in accordance with our terms of payment remains with our client unless otherwise agreed in writing.

This applies to all clients including intermediaries. In such a case it is the responsibility of the client to ensure it is in funds in due time. The client cannot transfer responsibility for payment of our fees to another party without our written consent.



## 6. FEES AND EXPENSES

On request, we will provide an estimate of our fees for carrying out an item of work and thereafter we will advise you in a timely manner if the estimate may be exceeded.

Fee estimates given are not fixed quotations. If a quotation is desired it must be specifically requested and given in writing. Our fees will normally be made up of any number of elements including fixed fees for specific tasks (e.g. filing a patent application) and time-based fees.

Time-based fees will be calculated by reference to the hourly rates of the professionals concerned which will vary based on the seniority and experience of the individual. Our time-based fee rates are typically reviewed annually and any increase shall be applied automatically to your matters. Our fee rates are calculated at the rates which are current when the services are provided. Other factors may also be taken into account in calculating the fees for your matter including (but not limited to) the complexity of the issues and the urgency of the matter. We reserve the right to adjust our standard charges if highly specialised knowledge is required, or if the matter is complex and/or urgent. Details of our hourly rates applying to your matters are set out in our engagement letter.

Fixed fees are typically charged for the elements of work required on matters which are common to most matters of that type. Such work may be performed by members of our support team, including management of data on our records and preparing relevant documentation. Such work may also include work performed by our professionals which we have chosen not to charge as time-based fees because the time needed to perform the tasks is either relatively low or the amount of time required is sufficiently similar on each matter of that type to justify a fixed fee. Our fixed fees are also reviewed at least annually to take account of inflation and any other relevant factors such as changes in official procedures. Any increase in the fixed fees shall be applied automatically to your matters. Details of our fixed fees applying to your matters in respect of some of the principal aspects of our work are set out in our engagement letter.

Unless otherwise agreed in writing, all actions and attention by us in providing services to you are chargeable, including (for example) both incoming and outgoing telephone calls, travelling, the sending of reminders and reporting to you on communications which we may receive from Intellectual Property Offices, foreign attorneys and other specialist providers, as well as in acting for you generally.

### **Expenses**

Unless you instruct us to the contrary, we may also incur expenses (for example telephone, facsimile, photocopying, postage and courier costs) and disbursements (for example, Intellectual Property Office fees, foreign attorneys' fees, fees for counsel, search fees, and translation costs) as are necessary. We will inform you of material expenses and disbursements before we incur them. You will be responsible for all expenses and disbursements that we incur on your behalf or whilst providing services to you.

### **Foreign currency exchange**

In certain circumstances where we are required to make payments in foreign currencies, we will apply an additional percentage increase to the currency exchange amount to reflect the cost of dealing in the foreign currency. Further information regarding the percentage increase and the circumstances in which it is applied are set out in our engagement letter.

### **Travel and accommodation**

Where we need to travel for your work we do so by the most appropriate means. Actual costs are invoiced, apart from travel by car where a standard mileage rate applies. Hotel accommodation is of a suitable business standard.

### **VAT**

We will apply VAT and other taxes as applicable on our fees and on those expenses and disbursements that are liable for VAT.

### **Money on account**

We may require you to deposit funds with us as an advance payment for work to be undertaken or to cover any disbursements to be incurred. Unless agreed otherwise, when we ask for advance payment we will not carry out any instructed work until the payment has cleared into our bank account. Any monies paid to us will be held in accordance with Section 8 below.



## 7. INVOICING AND LIEN

We will send you invoices from time to time covering our fees and other expenses and disbursements, including anticipated fees, other expenses and disbursements, relating to work carried out, or to be carried out, for you.

You must settle our invoices within 30 days of the date of the invoice, unless otherwise agreed in writing. Our preferred payment method is by bank transfer, although we do take payment by cheque or banker's draft.

Our bank account details are as follows:

NatWest Bank PLC	Account No. 01997920
Fleet Street Branch	Sort Code: 60 80 08
P O Box 281, 156 Fleet Street	IBAN No. GB57NWBK60800801997920
London EC4A 2DX	IBAN BIC No. NWBKGB2L

Where payment of any invoice is outstanding, upon at least two weeks' notice to you we reserve the right to suspend work in relation to the matter to which the invoice relates. At our discretion, we may suspend all other work currently being handled by us for you and retain any documents belonging to you until such payment has been made. If you fail to meet a request for payment on account of fees or disbursements, we may suspend work until such time as you have made the requested payment on account. You will be informed before we take this step.

Please note that if we suspend work we will not take any steps in any matter (including the observance of or compliance with due dates) until such time as your account is settled. This may result in the loss of rights. Any query in respect of one of our invoices must be notified within fourteen days of its receipt. Failure to do so will be deemed acceptance of our fees.

We reserve the right to charge interest at 5.5% above Bank of England base rate on any overdue invoice.

We reserve and have the right to exercise a lien over all your papers, documents, monies or other property of any kind we hold for you where, and for so long as, payment of any invoice or request for money on account is outstanding. This means we shall be entitled to retain these materials until payment has been made.

## 8. CLIENT ACCOUNT MONEY

### Client Account

We may hold money on a client's behalf and, when we do, we hold such client money on trust in a designated bank account ('Client Account'). We are required to operate our Client Account in accordance with the IPReg Core Regulatory Framework, as may be amended from time to time. This is to ensure that any client money is kept separate from our money. We will only hold certain of your payments in our Client Account, details of which are set out below.

Our Client Account is held with Natwest Bank plc, the details of which are provided in Section 7, but we may also hold accounts with other banks and building societies from time to time and we will provide details on request. Any bank account used for the purpose of our Client Account will be held with a bank in the UK. We make no representation about the financial position of any such bank or building society and will not be responsible for any losses resulting from any failure or insolvency of any such bank or building society.

### Client money

Our Client Account will hold money paid by you on account of (1) our anticipated fees, where we have not agreed the scope of the services to be provided and the basis upon which fees will be charged for the relevant matter; or (2) expenses and disbursements, where we have not agreed the anticipated expenses and disbursements with you.

Any amounts paid by you on account of (1) our anticipated fees, where we have agreed the scope of the services to be provided and the agreed basis upon which fees will be charged for the relevant matter, or (2) agreed anticipated expenses or disbursements, will not be paid into the Client Account unless you notify us before making the payment that you wish for such amounts to be paid into the Client Account. By making payments on account in respect of such fees, expenses and disbursements you are consenting to these amounts not being held in our Client Account and being treated separately to client money. Any other amounts paid by you to us are not held in our Client Account and are not held separately from the firm's funds.



## Operation of Client Account

We will transfer amounts out of the Client Account to satisfy: (1) any invoice in respect of the relevant matter that we may send to you, (2) any expenses and/or disbursements which have been incurred in respect of the relevant matter, or (3) any invoice on another matter or any other amounts you owe to us.

Any excess client monies that are held by us in our Client Account will be returned to you as soon as reasonably possible following the substantive completion of the relevant matter.

In the normal course of events our Client Account will not pay interest. In the event that any interest is paid, we will not account to you for any such interest. Any unclaimed balances in our Client Account will be dealt with in accordance with the IPReg Core Regulatory Framework.

## 9. RENEWAL OF IP RIGHTS

Most registered intellectual property rights and some applications for such rights require the payment of regular renewal fees (sometimes called "maintenance" or "annuity" fees) to keep the rights in force.

If you ask us to renew any of your registered intellectual property rights, our usual practice is to pass your details to a third party renewal specialist (in most cases we will recommend CPA Global Ltd ('CPA') of Liberation House, Castle Street, St Helier Jersey, JE1 1BL) who will handle your renewals on their standard terms and invoice you directly, unless we have agreed an alternative arrangement with you in writing.

If you engage CPA, we will send them the relevant information we hold on the intellectual property which you wish to renew such as the filing date, registration date, application number and registration number as appropriate. This information will be sent to CPA at the appropriate stage or stages during the relevant intellectual property life cycle. We will notify CPA of any updates to your information which you tell us about directly whilst you continue to engage CPA, such as a change of your address. If you provide any updates to CPA directly without telling us, we will not have any responsibility to you where CPA fails to act on such information.

We expect you to communicate to us any updates to your information in writing by email or letter. We will only be deemed to have received information from you when we expressly acknowledge receipt in writing. We will act on oral instructions or instructions sent by other methods in appropriate circumstances, though we reserve the right not to do so until confirmed in email or by letter. We expect you to provide written confirmation of your oral instructions, whether given by telephone or in a meeting.

You acknowledge that if you do not inform us within a reasonable period prior to a renewal date of any changes to the information which is relevant to the renewal of your intellectual property rights, your intellectual property rights may not be renewed within the appropriate time periods and lead to an irretrievable loss of rights. We will not be responsible for (or have any liability in respect of any losses arising as a result of or in connection with) any loss of rights or any other losses you suffer because you have failed to notify us of any changes in your information in accordance with these Terms of Business.

Unless otherwise specifically agreed by us in writing, our services will not include issuing you with reminders for and processing the renewals of any of your registered intellectual property rights. This will be the responsibility of CPA where you instruct them. We will not be liable for any losses, liabilities, costs or expenses arising as a result of any default or negligence on the part of CPA or any other third party renewal specialist you may instruct.

Unless otherwise specifically agreed by us in writing, you will be responsible for providing instructions directly to CPA, and responding to any requests for instruction or information to renew any registered intellectual property rights where you have opted for an 'Instruct Service' or for instructing CPA that you wish to discontinue any renewals where you have opted for an 'Automatic Service'.

CPA pay a client management fee to us on all renewals work which we refer on to them in return for us carrying out various administration activities to facilitate your renewals such as the initial and ongoing transfer of data to CPA; providing dedicated internal liaison staff to handle any queries from you and CPA regarding renewals, and resolving any issues that might arise. The client management fee is based on a percentage (which we agree from time to time with CPA) of the amount which you pay to CPA for their services (excluding official fees paid to Intellectual Property Offices and third party costs incurred by CPA) and is paid in respect of all renewal fees paid by CPA for cases referred to them by us. If you would like more information about this, please let us know. In permitting us to refer this renewal work to CPA, you consent to the payment of this client management fee. If you wish us to transfer renewals work to another renewals provider, charges will be applied to cover the cost of the transfer. These can be discussed with you if and when you wish to do this.

If you wish to use a different organisation to CPA to handle renewal fee reminders and payments, please advise us. In that event, you will be responsible for the provision, checking and updating of all data required by that organisation relating to your renewal matters.



## 10. OUR RESPONSIBILITIES

We will carry out your instructions with reasonable skill and care and in a professional and timely manner. The nature and content of any advice we provide will necessarily reflect the specific scope and limitations of our instructions, the amount and accuracy of information provided to us and the timescale within which the advice is required. If, at your request, we provide our advice in an abbreviated format or timescale, you acknowledge that you will not receive all the information or detail you would have done had we provided a full written report or had we had more time in which to carry out the work.

Any advice given or view expressed by telephone should be regarded as being only a preliminary opinion. No action should be taken without obtaining a written opinion given after a full consideration of the facts of the relevant issue.

## 11. YOUR RESPONSIBILITIES

It is your responsibility to provide us with complete, accurate and timely information where we have requested this and to carry out any other obligations ascribed to you or to others under your control. Please take careful note of any deadlines given in our correspondence. Failure to meet such deadlines may result in loss of rights or increased costs.

We will not be responsible for any consequences which may arise from any delay or failure by you to do so (including but not limited to an irrevocable loss of rights) and we reserve the right to issue an invoice for any extra work which such delay or failure may necessitate. We are not responsible for sending you any one or more reminders of deadlines given in our correspondence unless otherwise agreed. If we do not receive instructions in good time we shall take the absence of those instructions as an implicit instruction not to take action. You remain responsible for your own commercial decisions and omissions.

You agree that if we act on the instructions of your authorised agent, solicitor or other adviser, then we are entitled to rely upon all the information and instructions given to us by that person until we receive your written signed instructions to the contrary.

You must keep us supplied with your up-to-date contact details at all times. It is important that you inform us promptly of any change of address, telephone, and fax numbers, email address and/or other contact details, and of any change of ownership of your patent, trade mark or other relevant intellectual property rights. Many such changes have to be officially registered. Please remember that the obtaining of patents, trade marks and design rights can take many years. We shall not be responsible for (or liable for any losses arising as a result of or in connection with) any loss of rights in any case where you have failed to inform us of such changes.

Our duty to you under these Terms of Business shall be satisfied where we contact you at the latest address you give us for the purposes of communication for the matter concerned.

## 12. MONEY LAUNDERING AND PROCEEDS OF CRIME

We must comply with the law and professional rules about money laundering, proceeds of crime and terrorist funding. To comply with these obligations, we may require you to provide evidence of identification.

We may be required by law to report any activity that we suspect may involve the proceeds of crime or terrorist funding. The proceeds of crime are defined very widely and include, for example, money gained as a result of unlawful tax avoidance. You should also be aware that in those circumstances we may be precluded from seeking your consent or informing you that we have made a notification or disclosure. Our duty of disclosure to the authorities overrides any duty of confidentiality to you, including your right to refuse disclosure of documents relating to advice given to you.

## 13. DATA PROTECTION

We will process your personal data in accordance with our privacy policy, as may be updated from time to time. A copy of our privacy policy is available on our website at: <https://www.gje.com/privacy-policy/>

We will use your personal data where appropriate to advise on, obtain, maintain and defend your Intellectual Property Rights ("IPR") and the rights of third parties. On occasion, and solely in connection with your IPR, we may share your personal data with government and non-governmental bodies and IPR renewal and other service providers, within and outside the EEA. Where necessary, we will use your data to make credit decisions about you and to prevent fraud we may request a credit reference agency to undertake a credit reference on you. Exceptionally, we may employ debt collection agencies, and in those circumstances will provide your last known contact details. You may object to any of these processing activities by emailing [dataprotection@gje.com](mailto:dataprotection@gje.com) or your primary contact. Please note that such objection may prevent us from carrying out your instructions. You have a right to be forgotten, although it may be impossible to exercise that right in full where we have a legal obligation to retain those data, or for the establishment, exercise or defence of legal claims, including claims in relation to intellectual property rights. You have a right of access under data protection legislation to the personal data that we hold about you.



## 14. USE OF WORK PRODUCT

Our advice and the work that we do for you is provided for the purpose of the instructions to which it relates, and is for you or additionally, where we act for an intermediary, your client's benefit. Our advice may not be relied on by any other person. We do not accept any responsibility for the use of our advice for any purpose other than that for which it was intended, or by any person other than you and your client unless otherwise agreed by us in writing. If advice of general application is provided, its relevance in circumstances other than those for which it was intended will depend on the particular circumstances in which it is to be used by you (of which we might not be aware) and should be assessed accordingly.

## 15. INVESTMENT AND FINANCIAL SERVICES

It is important that you note that we are not authorised in the conduct of investment business in the UK under the Financial Services and Markets Act 2000. As a result, our work will necessarily be limited in scope to matters which do not involve us in giving investment advice and our advice and any information is provided to you on the basis that it does not constitute investment advice.

## 16. FILE RETENTION POLICY

We retain files in accordance with our current file retention policy and then destroy them. Details of our current policy are available on request.

## 17. CONFIDENTIALITY

All confidential information regarding your or your client's business and affairs will be regarded as and kept confidential at all times subject to the performance of the duties you have entrusted to us. We shall take steps as we in good faith think fit to preserve the confidentiality of such information both during and after termination of your instructions. Similarly, our advice and any information provided to you should be regarded as confidential and are provided on the understanding that you undertake not to disclose such information to any third party (being someone other than your professional advisors acting in their professional capacity in connection with the matter to which the information relates) without our prior written consent on such terms as we may deem appropriate.

In the absence of such consent, we accept no responsibility whatsoever in relation to any third party to whom confidential information or advice provided by us to you has been disclosed.

Nothing in these Terms of Business will prevent you or us from disclosing confidential information: which is or becomes public knowledge, other than by a breach of an obligation of confidentiality; which is or becomes known from other sources without restriction on disclosure;

which is required to be disclosed by law or under any professional or regulatory obligation;

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;

to our auditors or other advisers or for the purposes of our professional indemnity insurance.

## 18. OUR LIABILITY

Your relationship is solely with the LLP, and the LLP has sole legal liability for our advice and the work done for you and for any act or omission in the course of that advice or work. No partner or agent or employee of the LLP will have any personal legal liability for that advice or work, whether in contract, tort or negligence or otherwise. In particular, the fact that an individual partner or agent or employee signs in his or her own name any letter or other document in the course of giving advice or carrying out that work does not mean he or she is assuming any personal legal liability for that letter or document.

You agree that our total, aggregate liability to you for any neglect, error, breach of fiduciary duty, omission or breach of contract arising out of or in connection with this appointment shall be limited to £5,000,000, including any liability for the acts or omissions of our partners, employees, agents, consultants and subcontractors.

This overall limit applies whether the mistake affects just one piece of work we do for you or several, so long as it is the same or a similar mistake.





We are only liable for the loss that we directly cause you. We will not be liable for:

loss of opportunity;  
loss of profits (whether a direct loss or an indirect loss);  
loss of business;  
loss of goodwill and/or similar losses;  
loss or corruption of data or information; or  
any special, indirect, consequential or pure economic loss, costs, damages, changes or expenses.

If others are also responsible for your loss, our liability is limited to that proportion of the loss or damage which is found to be fairly and reasonably due to our fault by a Court of competent jurisdiction. Loss and damage have the same meanings as provided in the Civil Liability (Contribution) Act 1978. This applies irrespective of whether you are able to recover the rest of your loss from any other parties. We shall not be liable to pay you the proportion which is due to the fault of another party.

We are not liable to the extent where our mistake results from something you do or fail to do (such as giving us the wrong information, or not giving us information at the time we ask for it, or not putting us in funds at the correct time).

We shall not be liable for any loss arising from or connected with our compliance with any statutory obligation which we may have, or reasonably believe we may have, to report matters to the relevant authorities under the provisions of money laundering and related legislation.

We shall not have any liability arising from any failure to provide any advice or document, or take any action, which falls outside the scope of services we have agreed to provide.

We shall not have any liability for any advice or opinion given to you by any third party (regardless of whether we recommended such third party to you).

Unless specified in this Section 18, all warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from these Terms of Business.

We strongly advise you to insure against all such potential loss, damage, expense or liability.

These limits apply to the extent they are permitted by law. Nothing in these Terms of Business shall limit or exclude our liability for:

death or personal injury resulting from our negligence;  
any damage or liability incurred by you as a result of our fraud or fraudulent misrepresentation; or  
any other liability for which exclusion or restriction is prohibited by applicable law.

## 19. INDEMNITY

You agree to indemnify and keep us, our agents and our employees fully and effectively indemnified against all or any claims, actions proceedings or judgements made, brought or established against us by a third party in any jurisdiction (whether or not successful, compromised, settled or reversed) and all or any liabilities, damages, costs, fees, losses or expenses which we may suffer or incur and which in any case arise directly or indirectly in connection with or out of or result from or are attributable to the performance by us of our obligations or services under or in connection with our appointment on your behalf and/or the neglect or default by you, other than arising as a result of our negligence. Our agents and employees will be entitled to enforce this right pursuant to the Contracts (Rights of Third Parties) Act 1999.

Without prejudice to the foregoing, in particular (without limitation) you agree to indemnify us as aforesaid in respect of any liability or loss we may incur as a result of making threats of infringement of any intellectual property right on your instruction.

## 20. CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

Save as expressly provided, the parties to this Agreement do not intend that any of its terms will be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person not a party to it.



## 21. FORCE MAJEURE

Neither we nor you shall be liable in any way for failure to perform our respective obligations under this appointment if the failure is due to causes outside the reasonable control of the party which has failed to perform.

## 22. TERMINATION

You may withdraw your or your client's instructions at any time by written notice to us. Subject to our professional obligations we may terminate our appointment by giving you written notice. In the event of termination, fees and expenses incurred by us or our agents or other third parties to the date of termination are payable by you.

## 23. CORE REGULATORY FRAMEWORK

The LLP and its professional staff are regulated by the Intellectual Property Regulation Board (IPReg) and bound by its Core Regulatory Framework.

## 24. CONFLICTS OF INTEREST

Because of the nature of our profession and our professional business, it is not uncommon for patent and trade mark attorneys to be acting at any one time for two or more clients who are commercial competitors. We will not knowingly act for or against another client in a matter involving an active dispute with you without your written approval and the written approval of the other client, but you agree that we (and each of our partners) will not be prevented from acting for any of your competitors merely because they are competitors.

We will comply with the IPReg's Code of Conduct in respect of conflicts of interest and will seek to avoid conflicts of interest and to resolve them swiftly on the rare occasion that they may occur. We will ensure that advice and opinions you receive are wholly independent of and do not make any use of knowledge or information confidential to any third party and we will not make use of any information confidential to you to the advantage of any third party.

## 25. COMPLAINTS

If you have a complaint about any aspect of our service, you should first raise it with the person with whom you normally deal. If the result of this is not satisfactory or you are unable to do so, then you may pursue the complaint using our Complaints Procedure which can be found on our website at <https://www.gje.com/complaints-policy/>

If you are dissatisfied with the way that we are handling your complaint or with the outcome of our Complaints Procedure, the Legal Ombudsman may be able to hear the matter. You should contact him within six months of your last contact with us regarding the complaint. The Ombudsman's contact details are as follows:

Legal Ombudsman  
PO Box 6167  
Slough  
SL1 0EH

Telephone: 0300 555 0333 / +44 121 245 3050  
Website: [www.legalombudsman.org.uk](http://www.legalombudsman.org.uk)

Please note that the Ombudsman can only deal with certain types of complaint and complainant. Further details can be obtained from the Legal Ombudsman.

If your complaint relates to a breach of the IP Regulation Board's (IPReg) Codes of Conduct you may contact them at any time, irrespective of any other procedure you may follow. Their contact details are:

Intellectual Property Regulation Board (IPReg)  
5th Floor, The Outer Temple  
222-225 Strand  
London  
WC2R 1BA

Telephone: 020 7353 4373  
Website: [www.ipreg.org.uk](http://www.ipreg.org.uk)  
General Enquiries: [ipreg@ipreg.org.uk](mailto:ipreg@ipreg.org.uk)





## 26. GENERAL

These Terms and any instructions agreed by us in writing, constitute the entire agreement between the parties and supersede and extinguish all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in these Terms, or any instructions agreed by us in writing. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in these Terms.

We shall be entitled to update these Terms periodically and shall notify you of any changes to these Terms before they take effect. Your continuing instructions shall signify your agreement to these changes.

You shall not assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any of your rights and obligations under these Terms without our prior written consent.

You may request information about our professional indemnity insurance. If you do submit such a request, we will provide the same within 5 working days of receipt of your request.

## 27. SEVERANCE

In the event that any of these Terms of Business is held to be invalid, the remainder of the terms will continue in full force and effect.

## 28. GOVERNING LAW AND JURISDICTION

These Terms of Business shall be governed by and construed in accordance with the laws of England and Wales and you and we irrevocably submit to the jurisdiction of the courts of England and Wales.

Your and our submission to the jurisdiction of the courts of England and Wales shall be without prejudice to your or our right to seek injunctive or other interim or equitable relief in any jurisdiction to restrain any breach or threatened breach of these Terms of Business by any person or to require the return of any confidential information.

**Version operative from November 2023**