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Our reference 01-52-00328/1486

28 May 2013

Dear Andrew

### Terms of Business

I have pleasure in enclosing our Standard Terms of Business (Edition 2 – November 2012) which, together with this letter, set out the basis on which we will undertake work for you as a client of Stephenson Harwood LLP.

Stephenson Harwood LLP's objective is to provide all clients with an efficient and effective service and, in order to assist us to do this, I should be grateful if you would read carefully the Standard Terms of Business, which include important information relating to the basis on which we act for clients.

I set out in this letter certain specific matters governing our relationship with you and the particular work on which we have been instructed. In the event of any conflict between the terms of this letter and the Standard Terms of Business, the terms of this letter shall prevail.

### 1 Initial Instructions

You have asked us to provide on-going regulatory advice and support to the AMPS Committee. This support will include attending Committee meetings and accompanying the Committee as appropriate to meetings with the Financial Conduct Authority (FCA). We will also provide tactical advice on your interactions with the FCA and technical advice on correspondence and communications on regulatory matters of concern to the Committee.

### 2 Responsibility for Your Affairs

As you will see from paragraph 3 of the Standard Terms of Business, we appoint a Relationship Partner for each client. I will be the assigned partner for this matter. Day to day conduct of the matter will be the responsibility of Noline Matemera who will keep you informed about progress. Should any aspect of these arrangements change, I will let you know as soon as possible.

### Hourly rates

In this matter, we will be charging you at hourly rates.

The current hourly rates (exclusive of VAT) applicable to this matter are:

LONLIVE\16856718.1

Stephenson Harwood LLP is a limited liability partnership registered in England and Wales with registered number OC373597. It is authorised and regulated by the Solicitors Regulation Authority. A list of the members and their professional qualifications is open for inspection at the firm's principal office, 1 Finsbury Circus, London EC2M 7SH.

The term "partner" is used to refer to a member of Stephenson Harwood LLP. VAT number GB 243 3939 54.

#### Offices

Beijing  
Dubai  
Guangzhou  
Hong Kong  
London  
Paris  
Piraeus  
Shanghai  
Singapore

#### Associated offices

Athens  
Bucharest  
Jakarta  
Kuwait



**STEPHENSON HARWOOD**

Charlotte Hill, Partner - £640

Noline Matemera, Senior Associate- £510

Mid-level Associates - £435-£490 depending on level of qualification

Junior Associates - £330-£400, depending on level of qualification

Trainees - £195

These rates will apply until 1 May 2014, following which we reserve the right to review and amend the rates, upon notice to you.

### **Disbursements**

We will charge additionally for disbursements which we incur.

### **Bills**

We will render bills no less than monthly.

## **3 Professional Liability and Quality Assurance**

Your attention is drawn to sections 19 and 20 of the Standard Terms of Business which confirm that we will perform our work for you with reasonable care and skill but which also set out certain limitations on our liability. If you wish to discuss these limitations, we shall be pleased to do so. For the purposes of section 20(d) our aggregate liability in respect of this matter shall not exceed £3 million.

Your attention is also drawn to section 22 of the Standard Terms of Business which explains how we handle complaints should an issue arise about the service we provide.

## **4 Conflicts of Interest**

I can confirm that we have carried out our internal conflict search and that to the best of our knowledge and belief at this time we have no conflict of interest which would affect our acting for you in this matter.

## **6 Anti-Money Laundering**

As you may be aware, the UK Money Laundering Regulations 2007 impose requirements regarding identification of new clients. We require the identity of all new clients to be established to our satisfaction and we cannot continue to act for you until this has been done.

We have carried out the necessary checks and we are confident of AMPS' identity and constitution.



**STEPHENSON HARWOOD**

From time to time we may need to require you to confirm that the information provided remains correct or otherwise to update it.

Yours sincerely

**Charlotte Hill**  
Partner

I/We agree the terms of the above letter (including the Standard Terms of Business)

Signed.....

Dated.....

Name.....

Enc: Standard Terms of Business



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**Part I**

**1 Introduction**

This document sets out the standard terms under which Stephenson Harwood LLP ("Stephenson Harwood LLP", the "Firm" or "we" (or derivatives)) undertakes work for its clients. Stephenson Harwood LLP is a limited liability partnership incorporated in England and Wales with registered number OC373597. It is authorised and regulated by the Solicitors Regulation Authority. Any reference in these standard terms of business to a partner of Stephenson Harwood LLP shall be deemed to be a reference to a member of Stephenson Harwood LLP.

Further Information about Stephenson Harwood LLP, including details of our compulsory professional indemnity insurance, can be found at:

[www.shlegal.com/about\\_us/legalnotices](http://www.shlegal.com/about_us/legalnotices)

**2 Scope of Instructions**

On receiving your initial instructions, we will write to you to record the main elements of our relationship. We will inform you at the time of any substantive changes which may later arise.

We will, both at the outset and, as necessary, during the course of each matter, explain your responsibilities and our responsibilities in relation to the matter and agree the appropriate level of service.

Our advice, at the time it is given, will be based on our understanding of the relevant statutes, case law and practice as they relate to the facts presented to us and your instructions. Any subsequent changes in law and practice may therefore affect its conclusions. Unless we have specifically agreed with you to do so, we will be under no obligation to update our advice for any subsequent changes in the law or practice or for any changes or omissions in the facts as presented to us or in your instructions.

**3 Personnel**

One partner in the firm will be appointed as your continuing Relationship Partner, with overall responsibility for all aspects of the firm's relationship with you.

Each matter will be assigned to a specific partner who will supervise any work done on your behalf. We will advise you of the name of that partner and, if different, the name and status of the person with responsibility for day-to-day conduct of your matter. We will keep you informed about the progress of the matter and the issues raised.

If we are required to instruct outside counsel, experts, agents, consultants and/or foreign lawyers on your behalf, we will seek your consent before instructing them.

**4 Evidence of identity**

We are required to operate anti-money laundering procedures in accordance with the Money Laundering Regulations 2007 (and any subsequent regulations that replace or amend them). Before accepting instructions, we will have to satisfy our obligations under these Regulations as to obtaining evidence of our clients' identity (and, if you are acting as agent, the identity of your principal), which may involve requiring you to provide certain documents to us. We are obliged, in certain circumstances, to disclose to the appropriate authorities information concerning transactions (and the parties involved) which could be said to give rise to a suspicion of money laundering.

**5 Conflicts of interest and confidentiality**

Before accepting instructions we will carry out an internal conflict search to ensure that to the best of our knowledge and belief we have no conflict of interest which would affect our acting for you on the particular matter. We will contact you immediately if we discover that we have such a conflict.

We are bound by professional rules regarding conflicts of interest and the situation may develop where, because a conflict of interest arises, we have to cease acting for you.

Even where no conflict exists, there may be occasions when we act for, or are aware of information regarding, other clients who may be in a similar business to you or whom you may consider as your competitors. We will be under no duty to disclose such information to you where such disclosure would be a breach of confidence owed to another client or third party.

We have a duty to keep the affairs of clients confidential unless disclosure is required or permitted by law or the client consents. You consent to us disclosing relevant information relating to you and your affairs to our professional indemnity insurers (if and as required by them), subject to their confirming their obligation to keep such information confidential.

**6 Your contribution**

We will greatly appreciate your prompt response to our requests for information and instructions which will enable us to provide you with a better service and to do our job more cost-effectively.



## **7 Fees and other charges**

Unless otherwise stated by us, our fees are based primarily on the time spent on the matter and will reflect the experience and expertise of the lawyers involved but may also reflect other discretionary factors, such as the value of a transaction, its complexity, the degree of responsibility involved and time constraints. All time spent on a matter is recorded and we will advise you, as applicable, of the status and charging rates of all lawyers who work on your matters. We will advise you of increases in our charging rates and the date when they will take effect.

If at any time any law requires you to make any deduction or withholding from a payment of a bill for our fees and charges, you agree to notify us and, simultaneously with paying the bill, pay us an additional amount that, after taking into account any deductions or withholdings from, or taxes on, the additional amount, will mean that we receive the full amount of our bill as if no deductions or withholdings had been made.

In addition to our fees, we will charge you for other services which we may provide to you such as searches, printing, copying, binding and e-bibling.

## **8 Disbursements**

There may be expenses incurred on your behalf such as courier charges, communication charges, travelling expenses, search, registration and court fees, which will be billed to you (together with VAT where appropriate). There may also be the fees of outside counsel, experts, agents, consultants and/or foreign lawyers.

We reserve the right to ask to be put in funds in advance before we incur any substantial disbursements, such as the fees of outside counsel or experts. We will not incur any substantial disbursements without your prior agreement.

If we instruct outside counsel, experts, agents, consultants and/or foreign lawyers, they will be instructed on your behalf as independent contractors and we bear no responsibility in respect of the advice which they give.

In the case of transactions involving real estate it may be necessary to carry out various searches relating to the property. We will normally conduct these on-line, by means of the government-backed National Land Information Service ("NLIS"). Searches carried out via NLIS have the advantage of a potential saving in time over searches submitted on paper and their progress can be monitored more efficiently. The use of the electronic system may carry some additional risk, because the NLIS system involves the use of a search company which acts as an intermediary between this firm and the various authorities who provide the search results. The search company that we use carries a limit of £5 million on its indemnity insurance. You should bear in mind that any loss arising from an error in the NLIS system or a search result could be unrelated to the value of the property. If you do not wish us to use the NLIS system, you should please let us know in writing at the outset of the relevant transaction.

## **9 Bills**

We will render bills at times to be agreed between us or, in the absence of agreement, on a no less than monthly basis and on completion of each matter. We may render separate bills for disbursements. In the event of unexpected delay in the completion of transactional work covered by a fixed fee, we reserve the right to ask for a payment on account to reflect the work actually carried out.

## **10 Payment of our fees**

All our bills are payable on presentation and we ask that they are paid within 14 days in the currency of the bill. Where a third party has confirmed to us that they will be responsible for our fees and disbursements, we will look to the third party for payment. However, where the third party does not pay any amount due to us, we reserve the right to look to you to do so. If our bill is not paid in full within 14 days, we reserve the right to charge interest on the outstanding amount due at the statutory rate applicable to judgment debts, which is currently 8% per annum. If fees and disbursements are not paid when requested, we reserve the right to decline to act any further on the matter in question and on any other matters in respect of which you have instructed us.

We may ask clients to pay sums of money from time to time on account of the fees and disbursements which are expected in the following weeks or months. Such money will be held in a client account in accordance with the SRA Accounts Rules 2011. In the event that we hold money on your behalf the funds will be placed in our general client account which is an instant access account. Interest on our general client account is calculated at a rate of 0.3% below the prevailing Bank of England base rate.

We ask you to settle all interim bills in full, so that the money on account is held pending the rendering of our final bill. At the conclusion of the matter, we will return any balance to you, after we have deducted any outstanding monies in respect of our fees and disbursements, together with any interest that may be due to you as provided for under the SRA Accounts Rules 2011, except that we shall only account to you for interest of £100 or less at our discretion or at your request. Payments in these circumstances are treated as a "payment in lieu of interest" and paid to you 'gross' and may be taxable in your hands.

Where practicable and at your request we can seek to place your funds in a higher interest bearing designated client account. In such circumstance the interest would effectively be paid directly by the bank and may be subject to deduction of tax at source.

All payments on account of our fees and disbursements should be sent to us by cheque or to the bank account set out in the letter accompanying these standard terms of business. Any monies held by us on client account for you will, unless agreed between us, be held either at the bank set out in that letter or at one or more other UK clearing banks (being members of the CHAPS clearing system).

All payments of our bills should be sent to us by cheque or should be sent to The Royal Bank of Scotland plc, London City Office, 62/63 Threadneedle Street, London EC2R 8LA, Sort Code: 15-10-00; Account No: 20341176; Account Name: Stephenson Harwood LLP Office No. 2 Account; BIC Code: RBOS GB2L; IBAN GB79 RBOS 1510 0020 3411 76.

We will not in any case accept a payment in cash.

If you have any concern or dispute about a bill, you should inform us. You may also have a right to object to the bill by making a complaint to the Legal Ombudsman and/or by applying to the court for assessment of the bill under Part III of the Solicitors Act 1974. The Legal Ombudsman may not deal with a complaint about a bill if you have applied to the court for assessment of that bill.

## **11 Payment of costs by others**

Even in a situation where another party agrees to pay, or is ordered to pay, your costs, you are primarily liable for all our fees and disbursements as they become due. Payment of a bill cannot ordinarily be postponed on the basis that it is likely to be paid or should be paid by



another person. However, we may assist you in recovering any amount payable by another person. Orders against other parties for payment of costs commonly involve only a contribution towards the total costs incurred and recovery depends on the other parties' willingness and ability to pay.

#### **12 Costs funding**

Where appropriate, we will discuss with you whether you are eligible for and/or should apply for public funding and whether or not your costs may be covered by insurance or an employer/trade union scheme. Where appropriate, we will also discuss with you the availability of after the event insurance policies and conditional fee agreements, though you should be aware that these methods of own costs funding are not normally undertaken by Stephenson Harwood LLP.

#### **13 Investment business**

The firm is not authorised under the Financial Services and Markets Act 2000 ("FSMA") but we are able in certain circumstances to offer a limited range of investment services to clients because we are regulated by the Solicitors Regulation Authority. We can provide these investment services if they are an incidental part of the professional services we have been engaged to provide.

Although we are not authorised by the Financial Services Authority ("FSA"), we are included on the register maintained by the FSA so that we can carry on insurance mediation activity, which is broadly the advising on, selling and administration of insurance contracts. This part of our business, including arrangements for complaints or redress if something goes wrong, is regulated by the Solicitors Regulation Authority. The register can be accessed via the FSA website at [www.fsa.gov.uk/register/home.do](http://www.fsa.gov.uk/register/home.do).

The Law Society is a designated professional body for the purposes of FSMA but responsibility for regulation and complaints handling has been separated from the Law Society's representative functions. The Solicitors Regulation Authority is the independent regulatory body of the Law Society and the Legal Ombudsman is the independent body handling complaints.

Nothing we communicate to you should be construed as an invitation or inducement to you to engage in investment activity; nor are we authorised to communicate to others on your behalf invitations or inducements to engage in investment activity, unless applicable exemptions under FSMA apply.

#### **14 Insider lists**

This section 14 applies to those companies or other legal persons who are defined as "Issuers" (broadly, companies whose securities are admitted to trading on a regulated market) for the purposes of the FSA's Disclosure Rules sourcebook ("Disclosure Rules"). Terms used in this section 14 have the same meaning as in the Disclosure Rules.

We will, upon request by you, where we will or are likely to have access to inside information relating directly or indirectly to you as issuer, whether on a regular or occasional basis, draw up and maintain an insider list complying with the requirements of the Disclosure Rules.

We will keep you informed of your principal contact at the firm for the purposes of the insider list and will provide to you upon request a copy of any insider list maintained for you. We also confirm that we have measures in place to ensure that every person whose name is on any insider list maintained for you acknowledges the legal and regulatory duties entailed and is aware of the sanctions

attaching to the misuse or improper circulation of inside information relating to you.

#### **15 Papers and documents**

All papers, documents and correspondence, whether in hard copy or electronic form, which we prepare or receive in the course of our services, shall belong to us, except for any original papers and documents provided to us by you and the correspondence (and any enclosures which belong to you) received by us on your behalf from any third party. Any copies we make of documents belonging to you shall belong to us.

We may retain all papers, documents and correspondence in our possession (whether owned by you or us) and relating to your matters in electronic form, even if these were received by us or created in paper form.

We are entitled to keep all or any such papers, documents and correspondence (which belong to you) whilst there is money owing to us for our fees and disbursements.

We will retain all or any such papers, documents and correspondence (except for any which belong to you and which you ask to be returned to you) for at least seven years after the date of our final bill for the matter concerned, but thereafter we may destroy all or any such papers, documents or correspondence without further reference to you.

If we retrieve papers, documents or correspondence from storage or archiving in relation to continuing or new instructions to act in connection with your affairs, we will not normally charge for such retrieval but reserve the right to pass on the cost where urgent retrieval is required from off-site storage.

However, we may otherwise make a charge based on our time spent and/or on third party charges which we may incur in the production or retrieval of stored or archived papers, documents or correspondence to you or to another at your request.

We may also charge for reading, correspondence or other work necessary to comply with the instructions given by you or on your behalf.

We do not charge for the ongoing storage of wills and documents of title to real estate and other property but reserve the right to pass on the cost where urgent retrieval is required from off-site storage.

#### **16 Language**

Many of our solicitors speak and work in more than one language and, where appropriate and if you so wish, may communicate with you in the relevant language. However, we accept no liability for any reliance placed by you on our use of a language other than English.

#### **17 Electronic communication**

Our external e-mail is transmitted through the internet and it is not encrypted. Accordingly, its security and confidentiality cannot be guaranteed. Further, the operation of the internet cannot guarantee that an e-mail sent by you to us will actually reach us or its intended recipient. Similarly, we cannot guarantee that our e-mail will reach you. You should seek confirmation of safe receipt of urgent or sensitive e-mail by contacting us by telephone. Similar considerations apply to communications by fax.

Unless you instruct us otherwise, you agree that we may correspond with you or on your behalf by e-mail and you accept that such communications may not be secure or confidential and that they may not necessarily reach their intended recipient and that we cannot accept



responsibility for any loss which you may suffer as a result of the use of e-mail for communication. Similar considerations apply to communications by fax.

Unless you advise us to the contrary, if you contact us by e-mail or fax we shall assume that you request us to correspond with you by e-mail and fax respectively thereafter, on the basis that you will accept responsibility for any loss you may suffer as a result. The contents of any email sent to you are subject to these standard terms of business; anything which does not relate to the official business of the firm is neither given nor endorsed by it.

Although we regularly carry out virus checks on our computer systems and on data and communications received electronically, we advise you to carry out your own virus checks on all your systems, data and communications (whether in the form of computer disc, e-mail, internet or otherwise). We accept no responsibility for viruses which may enter your system or data by these or other means.

All communications with Stephenson Harwood LLP in the UK may be monitored in accordance with the Telecommunications (Lawful Business Practice) (Interception of Communications) Regulations 2000.

#### **18 Data protection**

We may process your personal data or any other data we receive in connection with your matters, including personal data of your employees or representatives, as reasonably necessary in order to comply with your instructions or enhance our services to you. In this connection we may also disclose such personal data to other parties or transfer it outside of the European Economic Area but only if and to the extent reasonably necessary for those purposes.

We may also process personal data to keep you informed of our activities and to keep you updated with legal or other events that may be of interest to you. In this connection we may disclose personal data to associated international offices, law firms or to third parties with whom we are conducting joint marketing exercises. If you do not want us to disclose your personal data for the marketing purposes described in this paragraph, please let us know.

You are responsible for ensuring that, before your employees or representatives disclose their personal data to us, they consent to us processing their personal data in accordance with this paragraph.

If you wish to know more about the personal information we hold and the uses we make of it you should contact us.

#### **19 Professional liability**

We will perform our work with reasonable care and skill and acknowledge that we will be liable to you for losses, damages, costs and expenses ("losses") caused by our negligence or default subject to the following provisions of this section and of section 20.

You agree, to the extent such agreement is enforceable under applicable law and regulations, that there is no acceptance or assumption of a personal duty of care by any partner, employee, consultant or officer of Stephenson Harwood LLP or any companies owned by it. You shall not bring any claim (whether in contract, tort or otherwise) against any person other than Stephenson Harwood LLP in respect of loss or damage suffered by you arising out of or in connection with any matter on which we are instructed by you. In particular, you shall not bring any claim against any partners, employees, consultants and officers (or, as the case may be, former partners, employees, consultants and officers) of Stephenson Harwood LLP and any companies owned by it.

#### **20 Limitation of liability**

- (a) Except as stated in section 19 we shall have no other liability of any nature, whether in contract, tort or otherwise, for any losses, whatsoever and howsoever caused, arising from or in any way connected with our acting for you on any particular matter.
- (b) We will not be liable to the extent that any losses are due to the provision of false, misleading or incomplete information or documentation or due to any acts or omissions of any person other than any partner or employee of the Firm.
- (c) We will not be liable for any indirect or consequential loss or damage (whether for loss of profit, loss of business, depletion of goodwill or otherwise), costs, expenses or other claims for consequential compensation whatsoever (howsoever caused) which arise out of or in connection with our contract with you.
- (d) Our aggregate liability, whether to you or any third party, of whatever nature, whether in contract, tort or otherwise, for any losses (including interest and legal costs) whatsoever and howsoever caused arising from or in any way connected with each matter shall not exceed £5 million or, if different, the amount stated in the letter accompanying these standard terms of business and giving details of the matter on which we are instructed or, as the case may be, set out in any future letter which details a matter on which we are instructed. For this purpose all claims in relation to a matter arising from the same act or omission or one series of related acts or omissions will be regarded as one claim.
- (e) Nothing in section 19 or this section 20 shall impose on us any liability additional (in amount or nature) to that which we would have if section 19 or this section 20 were not present. Furthermore, the presence of section 19 or this section 20 will not preclude any defence which we would have if this paragraph were not present.
- (f) Nothing in these standard terms of business shall exclude, restrict (or prevent suit in respect of) any liability arising from fraud or which cannot lawfully be limited or excluded.
- (g) Unless and to the extent that they have been caused by our fraud, wilful default or negligence, you will indemnify us on demand and hold us harmless against all losses, claims, demands, charges and liabilities (and actions, investigations and other proceedings in respect thereof) whatsoever and howsoever caused relating to or arising directly or indirectly out of or in connection with our acting for you and will reimburse us for all costs and expenses (including legal and other professional fees) which are incurred by us in connection with investigating or defending any such claim or proceeding or exercising any other remedy (including set off) against us relating to or arising directly or indirectly out of or in connection with our acting for you except to the extent that you have suffered loss resulting from our negligence.
- (h) Where we are liable to you and another person (such as a professional adviser) is also liable to you for the same matter or item, our liability to you will not be increased:
  - by any limitation of liability you have agreed with that other person; or
  - because of your inability to recover from that other person



beyond what it would have been had no such limitation been agreed and if that other person had paid its share. Without prejudice to the preceding provision of this sub-paragraph (h), if, as a result of any exclusion or limitation of liability agreed by you with any other person, the amount for which we are able to claim contribution against such other person in connection with any claim by you against us arising out of or in connection with the engagement is reduced, our liability to you for such claim shall be reduced by the amount by which the amount for which you are entitled to claim from such other person is reduced.

This sub-paragraph (h) shall have effect only so far as it is not prohibited by law or under the rules of any regulatory body having jurisdiction over Stephenson Harwood LLP and any relevant partner or employee.

- (i) References in this section to "we", "us" and "our" shall be deemed to include references to the partners, employees, consultants and officers (or, as the case may be, former partners, employees, consultants and officers) of Stephenson Harwood LLP and any companies owned by it. Any of such persons (either individually or collectively) may enforce the terms of this section 20 against you under the Contracts (Rights of Third Parties) Act 1999. The consent of such persons is not necessary for any variation (including any release or compromise in whole or in part of any liability) or termination of this section 20.
- (j) You agree that you have fully considered the provisions of section 19 and this section 20 and that they are reasonable in the light of all the factors relating to our acting for you.
- (k) Section 19 and this section 20 shall survive the termination of our retainer under these standard terms of business.

## **21 SH Group**

- (a) For the purposes of this section 21, the "SH Group" means Stephenson Harwood LLP and other partnerships, corporations and undertakings which are authorised to carry the name "Stephenson Harwood"; and a "member of the SH Group" has a corresponding meaning.
- (b) The SH Group is not a legal entity or a partnership and does not itself provide legal services. Legal services are provided to clients by the individual members of the SH Group, each of which is a separate and distinct business, and some of which, including Stephenson Harwood LLP, are limited liability undertakings.
- (c) Where we consider it appropriate you authorise us to instruct another member of the SH Group to provide advice in relation to the jurisdiction in which it practises and to share information accordingly. In such a case, these standard terms of business will apply to the advice provided by such member of the SH Group, except where local laws and regulations take precedence over those applicable in England and Wales. Otherwise any advice given to you by a member of the SH Group other than Stephenson Harwood LLP will be provided by such member of the SH Group under its own engagement letter and terms of business. The lawyer-client relationship in respect of such advice will be between you and such member of the SH Group.

## **22 Quality assurance/complaints**

Stephenson Harwood LLP is committed to delivering high quality legal advice and client care. If you are unhappy about any aspect of the service you have received or about any bill we render, please address your concerns, in the first instance, to the partner responsible for the relevant matter or your Relationship Partner. Should you remain dissatisfied, please contact the firm's Senior Partner. The firm's Senior Partner is currently Roland Foord. You are entitled to a copy of our complaints procedure upon request.

If for any reason we are unable to resolve the issue between you and us, then certain clients (such as individuals, small businesses, charities, trustees) may be entitled to ask the Legal Ombudsman at P.O. Box 15870, Birmingham B30 9EB ([www.legalombudsman.org.uk](http://www.legalombudsman.org.uk)) to consider the complaint. Normally, eligible complainants will need to bring a complaint to the Legal Ombudsman within six months of receiving a final written response from us about the complaint.

## **23 Anti-bribery and corruption**

We have in place anti-bribery and anti-corruption policies and procedures which apply to all partners and employees of the Firm and to those who otherwise work or undertake business on its behalf (wherever situated). These prohibit their engaging in corrupt activity in any part of the world and require them to report any occasion on which they are invited, or suspect that others have been invited or have made an invitation, to act corruptly. They also provide guidance as to the giving and receipt of gifts and hospitality. For these purposes, acting corruptly means engaging in any activity, practice or conduct which would infringe any anti-bribery and anti-corruption laws, regulations, codes or guidance, including but not limited to the Bribery Act 2010.

You agree that you will report to us any occasion (wherever or whenever it takes place) in which you know or suspect that any partner or employee of the Firm or anyone otherwise working or undertaking business on its behalf has offered or promised or given a financial or other advantage improperly for the benefit of the Firm. You also agree that you will not improperly offer or promise or give a financial or other advantage to any partner or employee of the Firm or anyone otherwise working or undertaking business on its behalf.

We expect our clients to have in place policies and procedures appropriate to their businesses. You agree that you will provide to us on request the policies and procedures which you maintain and the terms and conditions relating to anti-bribery and anti-corruption on which you engage others for the purposes of your business with us.

## **24 Equality and diversity**

We are committed to promoting equality and diversity in all of our dealings with clients, third parties and employees and we are required to produce a written equality and diversity policy. You are entitled to a copy of our equality and diversity policy upon request.

## **25 Termination**

You may terminate your instructions to us in writing at any time. We shall, however, be entitled to keep all your papers and documents while there is money owing to us for our fees and disbursements.

If we have good reason, we may decide to stop acting for you. For example, if you do not pay a bill or if you fail to comply with our request for a payment on account or if you fail to give us adequate or acceptable instructions including (but without limitation) where such instructions





might result in us breaching any law or principle of professional conduct.

In contentious proceedings if we have to make an application to the court to come off the record as solicitors acting on your behalf then by your acceptance of these standard terms of business you agree that service of any application notice, supporting documents and any order made may be effected by our faxing or emailing them to you at the fax number or email address last notified to us or otherwise known to us. Such documents will be deemed served on you on the date of transmission.

If you require us to provide advice on an ad hoc basis after terminating our relationship, please note that you are liable to pay our fees on an hourly basis and our disbursements as advised.

#### **26 Assignment and rights of third parties**

Unless expressly stated otherwise, nothing in these standard terms of business confers any rights on any person pursuant to the Contracts (Rights of Third Parties) Act 1999.

Except as expressly provided by law, no other person may rely on the advice we give you and we accept no responsibility to any other person. You will not provide our advice to any other person without our written consent.

If we decide to assign or transfer our business, including all our rights and obligations in respect of our relationship with you, to another corporate or other entity (the successor entity) which is to succeed to all or substantially all of our business, we will give you written notice of that, whereupon the successor entity will accept and assume all our rights and obligations under these standard terms of business. The effect of the notice shall be that the successor entity shall be substituted for us as a party to these standard terms of business, as if it had been the original party to these standard terms of business, with effect from the date stated in the notice.

#### **27 Law and jurisdiction**

- (a) These standard terms of business and the agreement between us, and any non-contractual obligations arising from or in connection with them, are subject to and are to be construed in accordance with English law.
- (b) Subject to sub-paragraph (c) below, by instructing us and/or your express acceptance of these standard terms of business you agree that, for our benefit, the courts of England and Wales shall have exclusive jurisdiction to determine any dispute or difference arising between us and you, save that we may at our option bring a claim against you in any other court of competent jurisdiction.
- (c) At our option we may refer any dispute or difference between us to arbitration and by this sub-paragraph (c) you agree that we may do so. Any arbitration which we commence will be conducted under the auspices of the London Court of International Arbitration whose rules are deemed incorporated by reference into this agreement (although their incorporation is conditional upon our filing a request for arbitration with the registrar of the LCIA). The seat of the arbitration shall be London and the language of the arbitration shall be English. The number of arbitrators shall be one.

#### **Part II**

#### **28 Legal proceedings (contentious matters only)**

The Civil Procedure Rules govern the conduct of civil litigation in the courts in England and Wales. We will, of

course, provide detailed guidance on how these rules affect the handling of your dispute, where appropriate, but there are certain matters of general application of which you should be aware.

#### **Pre-action exchange of information**

The court places considerable emphasis on seeking to avoid litigation by voluntary exchange of information before an action begins. If the court later considers a party to have acted unreasonably in providing or not providing information and documents relating to a proposed claim there may be adverse costs consequences. In addition, the court has power to order production of specified documents before an action has begun.

#### **Statements of truth**

These will be required in statements of case (formerly known as pleadings) and certain other documents used in litigation.

The statement of truth verifies that the person making the statement believes that the facts stated in the document are true.

In the case of documents submitted on behalf of a company or corporation, the statement of truth will require to be made by a senior person in the company or corporation. In the case of a partnership, it will have to be made by a partner or a person having control or management of the partnership business.

Where an Insurer has a financial interest in a claim and where the Insured is a party, the Insurer's representative (usually the claims manager or a senior individual with responsibility for the case) may sign a statement of truth, rather than the party itself.

In addition, an in-house legal representative employed by a party may sign a statement of truth.

A member of this Firm can sign the statement of truth on your behalf. However, if we do so it will be taken as a statement that we have been authorised to do so and that in signing the statement of truth we are confirming your belief that the facts stated in the document are true.

If a false statement in a document verified by a statement of truth is made without an honest belief in its truth the person who made it, or the person who authorised it, could be subject to contempt of court proceedings.

It will be plain that we will need to consider carefully with you who should make or authorise any statement of truth which may have to be made in relation to any litigation.

#### **Non-party access to documents filed at Court**

You should note that it is possible for non-parties to obtain from the court copies of documents which you or another party to the proceedings have filed at court. There are procedures available in limited circumstances to obtain an order restricting such access on which we can advise if required.

#### **Disclosure**

Disclosure of documents is an important part of the litigation process. If appropriate, we will send you our standard memorandum on this subject with these terms. You will note, in particular, that relevant documents (which are very widely defined and which include documents stored or held electronically) must not be destroyed and that care should be taken about the creation of all documents in the future. All officers and employees and any other agents concerned in the litigation should be informed of this advice.

**Stephenson Harwood LLP  
Standard Terms of Business**



**STEPHENSON HARWOOD**

You should also note that it will be necessary for a named individual to make a statement regarding the search for documents which may be the subject of disclosure. We will need to discuss with you who would be the appropriate person to make this statement.

**ADR**

The court is very keen to encourage the parties to use alternative dispute resolution (ADR), including mediation, in cases where this is appropriate. In many cases, the court will want to know whether the parties have considered the use of ADR and in certain circumstances can effectively require the parties to adopt it. We have extensive experience of the use of ADR and will be happy to discuss with you whether, and if so when, it is appropriate to consider using it.

**Costs**

In any proceedings you will remain liable to pay our fees, notwithstanding that the court may make an award of costs against the other side. You should be aware that if costs are awarded against the other side the costs awarded are not likely to cover the entirety of the fees and disbursements that you have incurred. There is always the risk that the other side will be unwilling or unable to pay any costs that are so awarded.

Even if you are successful, the other side may not be ordered to pay all our fees and disbursements or these may not be recovered from them in full. If this happens, you will have to pay the balance of our fees and disbursements.

If you are successful and the court orders the other side to pay some or all of our fees and disbursements, interest can be claimed on them from the other side from the date of the order or award. We will account to you for any such interest which we receive to the extent that you have paid our fees or disbursements on account but we are entitled to the rest of that interest.

You will also be responsible for paying the fees and disbursements of seeking to recover any costs that the court orders the other side to pay.

In some circumstances, the court may order you to pay another party's costs; for example, if you lose the application or case. The money would be payable in addition to our fees and disbursements. We will discuss with you whether our fees and disbursements and your liability for another party's costs may be covered by insurance and, if not, whether it would be advisable for you to have insurance to meet the other party's costs.

The court may at any stage summarily assess costs for payment by one party to another. Payment is usually required within 14 days. If such an order is made against you, we will notify you forthwith and you should arrange for payment to be made within the time stated.

We will of course inform you immediately if any costs order is made against you.

To the extent that the services of a specialist costs draftsman are required to assist with court assessments or security for costs applications, these will be charged separately, at an applicable rate to be notified to you.

Finally, you should be aware that if the other side is publicly funded it is very unlikely that you will be able to recover any of our fees and disbursements.

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Edition No. 2; November 2012