

Our Business Terms

Thank you for instructing Aquabridge Ltd, trading as Aquabridge Law. We aim to deliver first-rate, pragmatic legal advice. Whenever we work with you these terms and conditions will apply, unless otherwise agreed in writing by one of our partners*, and together with our engagement letter will form our contract with you. Your continuing instructions will confirm your acceptance of these Business Terms. We may update these terms from time to time and the latest version will always be available on our website www.aquabridgelaw.co.uk.

*We use the term partner to refer to a shareholder or director of Aquabridge Ltd and should not be construed as an indication that any shareholder or director carries on business in partnership with any other shareholder or director within the meaning of the Partnership Act 1890.

Working with you

The lawyer named in your engagement letter will be responsible for liaising with you on all matters we undertake for you. Where they are assisted by other members of our team, their roles, qualifications and contact information will be set out in your engagement letter.

Confidentiality and privilege

We will keep confidential the information we receive in connection with you and your matters and will not disclose it or our advice without your prior consent except in the following circumstances:

- Where disclosure is required by applicable rules or law or any regulatory authority;
- To the extent that such information enters the public domain;
- To our auditors or professional advisers for legal, regulatory and compliance purposes.

Intellectual property and data protection

The copyright and any other intellectual property rights in any of the documentation and correspondence prepared by us belongs to us. We grant you a non-exclusive, non-transferable right to use the documents for the purposes of the matter we are advising on. You must obtain our explicit consent for any other use.

We will comply with the applicable data protection or privacy laws. Any personal data we receive about you or your staff may be processed by us for the purpose of fulfilling our contract with you and for provision of legal services and related functions, including business development. Any individual has the right to request access to certain personal data we hold about them and to request a correction of any inaccuracies.

You agree that we may disclose that you are a client of ours. Once details of a matter are in the public domain we may disclose that we acted for you and the general nature of the work undertaken. You may revoke your agreement given in this paragraph in writing at any time without giving reasons.

Storage of documents

We will keep our files for as long as required by law or regulatory rules. After that time it will be destroyed. We will not destroy deeds or other original legal documents without your consent. We may store files or other legal documents relating to you in electronic or paper form.

We agree to hold deeds and other important original documents in accordance with the requirements of our insurers. The insurance does not extend to economic loss or consequential loss on the destruction or loss of deeds for which we do not accept responsibility.

You are entitled at any time (after payment of all our outstanding charges) to ask for the return to you of your matter files, provided that you should not be entitled to require that we destroy all papers and/or electronic records held by us. We are entitled to retain a complete copy of your file for legal, regulatory and professional indemnity reasons.

We do not normally make a charge for retrieving stored files and deeds. However, where such retrieval involves an unusual amount of time or correspondence, we reserve the right to charge a fee.

Working with other parties

If your instructions require us to engage, on your behalf, the services of a lawyer or other professional or any other party in a jurisdiction other than England and Wales, unless agreed otherwise, we shall have no liability for any of their actions. We will instruct them on your behalf and it will be for you to agree the scope and standard of the work that they shall undertake. You will be their client and will be responsible for their fees.

Our Services

At the outset of each separate piece of work with you, we will:

- Agree with you the scope of our instructions. This may be varied, by agreement, during the course of the matter.
- Discuss with you the information which we require in order to help carry out our work.

- We will need you and any other professional advisers who are also engaged on the matter to provide us with accurate information promptly. Failure to do so may result in a loss being caused to you for which we will not be responsible.
- Discuss with you the activities and timescales for the provision of our work.
- Discuss with you the preferred method of communication. We use email as our primary means of communication unless you tell us not to do so. Email can be insecure and carry viruses. There is also the risk of non-delivery or delay. We ensure our internal systems are protected but we do not accept any liability for loss resulting from the use of email communication. If you do not wish us to use email you should notify us at the outset.
- Agree separate instructions in relation to each matter where we provide advice and services and, therefore, you do not engage us on a permanent basis, except to such extent as may be expressly agreed between us in writing.
- Base our advice on our interpretation of the law at that time. Unless specifically agreed otherwise in writing, we are not under any duty to review and/or update our advice in respect of any subsequent changes in the law or practice.

Our fees

When instructed on a new matter we will agree the basis of our fees with you. Unless we agree otherwise, our fees will be calculated by reference to the hourly charge out rates of the lawyers doing the work. Our fees may be adjusted to reflect the nature and importance of the matter. Our fees may include time spent travelling in connection with your matter. Our hourly rates will be reviewed on 1 May every year and any changes will be notified to you.

Estimates are given only as a guide and should not be regarded as a firm quotation unless expressly stated as such in writing.

We may require you to make a payment on account of anticipated fees and expenses. A payment on account is not an estimate but will be held by us and offset against a future invoice.

Disbursements and other expenses

From time to time we will incur expenses (such as search fees, registration fees, stamp duty land tax) on your behalf. These may be incurred without your prior approval.

We also reserve the right to make a separate charge for certain office expenditure such as

exceptional postage, courier or copying, and bank transfer charges. The current rates are available on request. We may sometimes be required to give a binding commitment to pay an amount of money on your behalf in relation to a matter (an undertaking). We will not give such a commitment unless the relevant amount has been paid to us in advance, and you have given your approval for this commitment. Once such approval is given it cannot be withdrawn.

Where we are required to transfer money electronically, we will charge a fee to cover the administration costs and the bank charges. Currently our fee for a bank transfer by CHAPS is £30 plus VAT and our fee for a bank transfer by Faster payment is £15 plus VAT. Please note Faster payments can only be used for payment values below £250,000.

Our invoices

Depending on the nature of your matter we will either send you regular (monthly) invoices or an invoice on completion of your transaction. We may issue separate invoices in respect of expenses incurred on your behalf. Payment is due on presentation of our invoice. If you have a query on our invoice you should raise it promptly with the lawyer responsible for the matter.

If we are instructed on a matter by more than one person, each company or person for whom we act will be jointly and severally liable for payment of the full amount of the fees, expenses and any prevailing taxes.

If any work terminates early, for example if a transaction is terminated before completion or you decide not to proceed, then our fees will still be payable. We will charge you on a time basis for the work done.

If you fail to pay us in full within 30 days after the day on which we send you the invoice then we may charge interest on it at the rate payable on judgment debt, which is currently 8% per annum. If an invoice remains unpaid for more than 30 days we may suspend or terminate the provision of any services to you and retain any documents, papers and other materials belonging to you regardless of the matter to which they relate.

We take reasonable measures to protect our systems and procedures from the risk of cybercrime, specifically affecting email accounts and bank account details. Our bank account details will not change during the course of a transaction, and we will not change our bank details via email. We will not accept responsibility if you transfer money into an incorrect account.

Client money

Where we hold money for you it will be held in our general client account with our bank unless contrary arrangements are agreed with you. Any interest earned will be dealt with in accordance with the Solicitors' Accounts Rules.

At the end of your matter, on payment of our outstanding invoices we will make reasonable attempts to return any monies held by us on your behalf. If we are unable to return such funds you agree that we may donate the money to a charity of our choice.

Where we hold your money in client account, interest will be paid in line with the SRA Accounts Rules 2019. Interest will be calculated on a quarterly basis; accrued sums under £20 will be disregarded and interest will be paid at the prevailing bank rate.

Our responsibility for advice and limitation of liability

Aquabridge Ltd (rather than its directors, consultants or employees) will provide advice and services to you and no person other than Aquabridge Ltd will be responsible for the performance of the contract between us. You agree that you will not bring any claim in connection with any advice whether breach of contract, breach of duty, misrepresentation or otherwise against any director, consultant or employee of Aquabridge Ltd but this will not limit or exclude the liability of Aquabridge Ltd for the acts or omissions of its directors, consultants or employees.

All work done and advice provided to you will be for your benefit only and may not be passed on to or relied on by a third party unless with our express written approval.

We do not assume any responsibility for aspects of matters upon which other professional advisers are advising or upon which they might ordinarily be expected to advise, and we shall have no liability for any errors of other professional advisers.

We shall have no liability for any loss or damage suffered by you as a result of our inability to comply with your instructions to transfer money when, because of a bank insolvency or other inability of a bank to pay, a bank with which we have placed funds which you have provided to us fails or refuses to comply with instructions we give it on your behalf to transfer monies. You should be aware that we have our client monies held with Nat West.

Nothing in these terms of business purports to exclude or limit liability which cannot be excluded or limited under applicable rules and laws. We have professional indemnity insurance cover of

£3m on each claim. We do not accept liability for any loss or damage in excess of that amount unless specifically agreed in writing by us beforehand.

Reference to "we", "us" or "our" are references to Aquabridge Ltd, trading as Aquabridge Law. Your instructions will not create any right enforceable by virtue of the Contract (Rights of Third Parties) Act 1999, by any person who is not identified as our client in the matter, save for any director, consultant or employee of the firm.

General

Termination of our services

You may terminate your instructions to us at any time. On termination you must pay our charges for work carried out up to the date of termination. Unless terminated earlier, our engagement on a specific matter will be deemed concluded 30 days after the delivery of our final invoice.

We may stop acting for you where we have good reason to do so, for example, in the event of a conflict of interest, the lack of adequate instructions, risk of breaching applicable laws, or failure to pay an invoice. We will give you reasonable notice if we intend to stop acting unless prevented from doing so by reasons outside of our reasonable control.

Service of Legal Proceedings

We do not accept service of legal proceedings by email. Any correspondence of this nature should be posted to our Felixstowe office.

Money laundering

We are required to ensure that we have satisfactory evidence of the identity of our clients and sometimes people related to them. This may mean we need to see original documents (passport, driver's licence), to verify the information you provide including using online data services to verify identify based on corporate, personal and/or confidential information.

We are under a professional legal obligation to keep the affairs of our clients confidential. However, statutory exceptions place solicitors under a legal duty to disclose information to the relevant authorities in certain circumstances and these override any duties we may have to you as our client. In such circumstances we are not allowed to notify you or anyone else that we are reporting. Until we are given consent by the relevant authorities that we may continue to act for you, we have to stop work. You will be liable to pay our fees up to the point at which we stop work. We do not accept any liability for any losses which result from our compliance with these statutory obligations.

We do not accept payment in cash whether for our

fees and expenses or otherwise. We will not accept funds from any source unless the source has previously been identified to our satisfaction.

Conflicts

We have procedures in place to prevent our acting for clients in situations of legal conflict. Conflicts, actual or apparent, can arise during the course of our instructions. If you become aware of any possible conflict, please let us know immediately. In the event of a conflict, we will discuss the matter with you and it may be that we have to cease to act for you.

Anti-Bribery and Anti-Corruption

Aquabridge Law is committed to conducting all its business in an honest and ethical manner, in compliance with the Bribery Act 2010.

Equality and diversity

We are committed to promoting equality and diversity in all of our dealings with clients, employees and any other individuals or organisations.

Outsourcing

We may outsource certain business support functions including IT or Accounting. Where such services are outsourced we will take all reasonable steps to ensure your information is kept confidential. By accepting these terms, you consent to such outsourcing arrangements.

Financial services

Aquabridge Ltd is not authorised under the Financial Services and Marketing Act 2000. However, it is able in certain circumstances to offer a limited range of investment services to clients if they are an incidental part of the professional services we have been engaged to provide because we are members of the Law Society. We can carry out insurance mediation activity (ie advising on selling and administering insurance contracts). This part of our service is regulated by the Solicitors Regulation Authority. You should address any complains in relation to insurance advice to either the Solicitors Regulation Authority or the Law Society.

Consumer Contracts (information, Cancellation and Additional Charges) Regulations 2013

These regulations apply to individual consumers, not businesses, who conduct business remotely, rather than face-to-face.

If these Regulations apply to you, you have the right to withdraw, without charge, your instructions to us on any new matter within 14 days unless you have, in the meantime, agreed that we should begin work.

The cancellation period will expire 14 days from the date of our engagement letter. To exercise

your right to cancel, you must inform us of your decision in writing, by letter or email.

If you cancel the contract we will reimburse you for any payments received, unless you requested us to begin work during the cancellation period. In this instance, you shall pay us an amount in proportion to work completed up to the point you confirmed your cancellation of the contract.

Law and jurisdiction

The agreement between us is governed by English law and we both agree to submit to the exclusive jurisdiction of the English court. However, we may bring legal proceedings in any other jurisdiction including where you are domiciled or based to recover fees or other sums payable to us.

Feedback and complaints procedure

We are committed to providing high quality service to our clients. If, however, you are not satisfied with the quality of service you have received or are concerned about the amount of an invoice, please in the first instance contact the lawyer who is responsible for the matter. Alternatively, if you wish to make a complaint under our complaints procedure (available on request), then contact the firm at enquiries@aquabridgelaw.co.uk, by telephone on 0333 405 0327, or by post to our Felixstowe address.

We would expect to resolve any problem to your satisfaction but if we do not private clients (not corporate) may complain to the Legal Ombudsman whose contact details are PO Box 6806, Wolverhampton WV1 9WJ, telephone 0300 555 0333, email enquiries@legalombudsman.org.uk. Usually you will need to bring a complaint to the Legal Ombudsman within six months of receiving a final written response from us about your complaint. If the complaint relates to an invoice, you may be able to apply to the court for an assessment of our invoice but if all or part of an invoice remains unpaid we may be entitled to charge interest.

We are interested to learn about the quality of your experience with Aquabridge. We would welcome any feedback you are able to provide to us at the end of a matter so that we can identify any aspect of our service that we can improve.

Aquabridge Law is a trading name of Aquabridge Ltd. Aquabridge Ltd is registered in England & Wales under company registration number 09161155, with a registered office address of 1 Gainsborough Road, Felixstowe, Suffolk, IP11 7HT.

Aquabridge Ltd is authorised and regulated by the Solicitors Regulation Authority, registered number 634350.