



GILSON GRAY

LAW • PROPERTY • FINANCE

Terms and Conditions

GILSON GRAY TERMS AND CONDITIONS OF BUSINESS

1 INTRODUCTION

These are the general terms that will apply to the delivery by Gilson Gray to you of our services. It is our intention that in relation to each matter on which you instruct us to advise you, we will send you a letter (an "Engagement Letter") describing the services we will provide to you. The terms of that letter, together with these Terms and Conditions of Business will constitute the contract between us (an "Engagement Contract").

Gilson Gray is a trading name of Gilson Gray (England) Limited which is a limited company registered in England and Wales, with registered number 9356408 and has its registered office at Olympic House Doddington Road Lincoln LN6 3SE. All references in these terms and the Engagement Letter to Gilson Gray is to be read as referring to Gilson Gray (England) Limited trading as Gilson Gray.

Gilson Gray (England) Limited is a recognised body and is authorised and regulated by the Solicitors Regulation Authority ("SRA"). The firm's SRA ID number is 622417. Our professional rules may be accessed at <https://www.sra.org.uk/>. The contact details for the SRA are (postal address) The Cube, 199 Wharfside, Birmingham, B1 1RN; (email) contactcentre@sra.org.uk; (telephone) 0370 606 2555. All services we provide are regulated by the SRA. Our VAT registration number is 217 1562 27. The relevant EEA state for the purposes of the Provision of Services Regulations 2009 is the United Kingdom.

2 LIMITATION OF LIABILITY

- 2.1 We will perform the engagement with reasonable skill and care and acknowledge that Gilson Gray will be liable to you for losses, damages, costs or expenses ("Losses") caused by our breach of contract, negligence or wilful default, subject to the following provisions:
- 2.1.1 We will not be so liable if such Losses are due to the provision of false, misleading or incomplete information or documentation, or due to the acts or omissions of any person other than one of Gilson Gray staff, except where, on the basis of the enquiries normally undertaken by solicitors within the scope of these terms of engagement, it would have been reasonable for the solicitor to discover such defects;
 - 2.1.2 We accept liability without limit for death or personal injury caused by the firm's negligence or the consequences of fraud by any employee within the course of practice, and for any other liability which Gilson Gray is not permitted by law or rules of professional conduct to limit or exclude. If any part of these terms and the Engagement Letter which seeks to exclude, limit or restrict liability (including, but not limited to, provisions as to amount or time limits) is found by a Court to be void or ineffective on the grounds that it is unreasonable or does not accord with any professional obligation, the remaining provisions shall continue to be effective.
 - 2.1.3 Subject to the previous paragraph, the total aggregate liability of Gilson Gray and its employees, including damages, costs, and interest, before or after judgment, whether in contract, tort (including negligence), breach of confidence, liability to account, breach of trust or fiduciary duty, or of the data protection legislation or otherwise, to you (and where Gilson Gray are instructed jointly by more than one party, all of you collectively and in total and also including anyone claiming through you) arising from or in connection with the work which is the subject of these terms (including any addition or variation to the work), shall be as stated in the Engagement Letter or if such figure is not stated shall be £3,000,000.
- 2.2 You agree that you will not bring any claims or proceedings against Gilson Gray's directors, shareholders or employees. This clause shall not operate so as to exclude any liability which a director, shareholder or employee is not permitted by law or rules of professional conduct to limit or exclude. This clause is intended to benefit such directors, shareholders and employees who may enforce this clause pursuant to the Contracts (Rights of Third Parties) Act 1999 (the "Act"). Notwithstanding any benefits or rights conferred by this agreement on any third party by virtue of the Act, the parties to this agreement may agree to vary or rescind this agreement without any third party's consent. Other than as expressly provided in these terms, the provisions of the Act are excluded.
- 2.3 Proceedings in respect of any claims must be commenced within three years after you first had (or ought reasonably to have had) both the knowledge for bringing an action for damages and the knowledge that you had a right to bring such an action and, in any event, no later than six years after any alleged breach of contract, negligence or other cause of action. This provision expressly overrides any statutory provision which would otherwise apply; it will not increase the time within which proceedings may be commenced, and may reduce it.
- 2.4 If Gilson Gray is liable to you either jointly, or jointly and severally with any other party, Gilson Gray shall only be liable to pay you the portion which is found to be fair and reasonable due to the firm's fault. Gilson Gray shall not be liable to pay you the portion which is due to the fault of another party.
- 2.5 Any sum due from Gilson Gray to you shall be reduced by the proportion for which another party would have been found liable if either:
- 2.5.1 You had also brought proceedings or made a claim against them; or
 - 2.5.2 Gilson Gray had brought proceedings or made a claim against them under the Civil Liability (Contribution) Act 1978 or any similar enactment under any other relevant jurisdiction.
- 2.6 You agree not to make work that Gilson Gray has undertaken available to third parties without written permission signed by a director of Gilson Gray. Gilson Gray accepts no responsibility to third parties where, in breach of this agreement, copies of any advice prepared for you is made available to such third parties.

3 PEOPLE RESPONSIBLE FOR YOUR WORK

We try hard to avoid changing the identity of the person identified as mainly responsible for handling a matter and their Supervisor but, if this cannot be avoided, we will notify you promptly of any changes.

4 CHARGES

The basis of charging will be set out in our fee illustration.

5 EXPENSES

We may incur and, in some instances, pay on your behalf, certain other expenses (such as search fees, stamp duty, overseas lawyers' fees, etc.) which you will have to pay or reimburse to us. Where known in advance, these have been set out in our fee illustration.

6 BILLING ARRANGEMENTS & SETTLEMENT OF OUR ACCOUNTS

6.1 Settlement and Interest

Our accounts are payable upon presentation. Interest at 4% over the Barclays Bank plc's base rate prevailing from time to time will be charged on a daily basis from the date of the bill until the date of actual payment. However, interest will be waived if you settle the bill within 14 days of the date of the invoice.

6.2 Third Party Liability and Joint Clients

Even if another party has agreed to pay, or is liable to pay, all or part of your legal costs, you will have the primary responsibility for payment of our account, which will ordinarily be addressed to you. If we are instructed by joint clients then all clients are jointly and severally liable for our fees, notwithstanding any agreement between you as to how you will share the costs.

6.3 Deferred Payment

If, for some special reason, we agree with you in writing to defer invoicing you for our fees beyond the date on which we would otherwise render our account, our fees will bear interest, unless otherwise agreed, at 4% over the Barclays Bank plc's base rate prevailing from time to time from the date of deferral until the date of actual payment. Those fees will become payable immediately in full (together with accrued interest) in the event of a termination of our retainer prior to the end of the deferral period.

6.4 Interest on client account

As part of carrying out your instructions to us, we may need to hold your money in our client account. Under the SRA Accounts Rules, we have an obligation to account to you for a fair sum of interest on any client money that we hold on your behalf. If you would like to see a copy of our Interest Policy, please let us know. Interest will be calculated and paid to you at the rate from time to time payable on Halifax Bank of Scotland's Professionals accounts. The period for which interest will be paid will normally run from the date on which funds are received by us until the date of issue of any cheque (or electronic payment) from our client account. However interest will not be paid if the amount is less than £20. We may, by written agreement, come to a different agreement with you as to the payment of interest, but we must provide sufficient information to enable you to give informed consent.

6.5 Cash limits

We do not accept payments to us in cash in excess of £550. Monies due to you will be paid by cheque or bank transfer, but not in cash, and will not be made payable to a third party.

6.6 Lien

The common law entitles us to retain any money, papers or other property belonging to you which properly comes into our possession pending payment of our fees, whether or not the property is acquired in connection with the matter for which the fees were incurred. This is known as a general lien.

7 STORAGE OF PAPERS AND DOCUMENTS

7.1 Retention Period

We will retain, either in hard copy form or (if permitted by our rules of professional conduct) in electronic form, papers relating to your matter for an appropriate period having regard to our legal and regulatory obligations (except for any of your papers which, following payment of our bill, you ask to be returned to you). From time to time, we will review the files we hold and destroy them without further reference to you and, by agreeing to these terms, you authorise us to do so. xxxxxxxxxxxxxxxx

7.2 Costs of Retrieval

If we retrieve papers or documents from storage in relation to continuing or new instructions to act in connection with your affairs, we will not normally charge for the cost of removal from storage. We may, however, charge for reading correspondence or other work necessary to comply with the instructions given by you, or on your behalf, in relation to the retrieved papers.

8 TERMINATION

8.1 Your Right to Terminate

You may terminate your instructions to us at any time. We will be entitled to keep all of your papers and documents while there is money owing to us for our charges and expenses.

8.2 Our Right to Terminate

We may decide to stop acting for you where there is a good reason, for example, if you do not pay an interim bill, if you fail to give clear or proper instructions on how we are to proceed, or you give us instructions which conflict with our rules of professional conduct. We will notify you of any such decision and where appropriate explain your options for pursuing the matter.

8.3 Payment of Fees on Termination

If you, or we, decide that we will no longer act for you, you will pay our outstanding charges (i.e. all fees and expenses), including those not yet billed.

8.4 General Termination

Our lawyer-client relationship will be considered terminated upon our completion of the specific services that you have retained us to perform, or if open-ended services are to be provided, when more than 6 months have elapsed from the last time we furnished any billable services to you. The fact that we may inform you from time to time of developments in the law which may be of interest to you (for example by a newsletter) should not be understood as a revival of a lawyer-client relationship. We have no obligation to inform you of such developments in the law unless we are specifically engaged to do so.

9 OBJECTING TO OUR BILL

As indicated in the section covering complaints in the Engagement Letter, you have a right to object to our bill by raising it with us, or by making a complaint to the Legal Ombudsman. In addition, you may have a right to apply to the Court for an assessment of our bill under Part III of the Solicitors Act 1974 but if you exercise this right, it will preclude a complaint to the Legal Ombudsman.

If the services we have provided relate to proceedings in a Court or Tribunal, you may additionally be entitled to have the amount of our fees checked or assessed under Rules of Court or regulations applying to the particular proceedings, or under the inherent jurisdiction of the Court or Tribunal before which the proceedings have taken, or are taking place.

If all or part of our bill remains unpaid whilst you dispute it, Gilson Gray may be entitled to charge interest

10 PROFESSIONAL INDEMNITY INSURANCE

We maintain compulsory professional indemnity insurance of a minimum of £3 million, each and every claim, and further details are available on request from our Lincoln office, including (1) the name of our primary layer insurer, (2) contact details for the insurer, (3) our policy number, and (4) details of the territorial coverage of the insurance.

11 E-MAIL

11.1 If you have the necessary facilities, we may, unless you instruct us not to do so, communicate with you (including sending our invoices) by e-mail.

11.2 Documents transmitted to you by e-mail (whether or not containing confidential information) will not be encrypted unless you request us, in writing, to do so, and we are able to agree and implement mutually acceptable encryption standards and protocols. You should be aware that there is a risk that emails may be intercepted, delayed or corrupted or may fail to be delivered.

11.3 It is your responsibility to protect your system from viruses and any other harmful code or device. We try to eliminate viruses from emails and attachments, but we accept no liability for any which remain. We may monitor or access any or all emails sent to us. We will rely on any email that purports to emanate from the email address you have provided or any other email received from you.

11.4 We scan incoming emails for spam, viruses and other undesirable material. This may mean that communications from you do not reach the intended recipient. If any electronic communication is susceptible to being blocked or you are otherwise concerned that we may not have received a communication sent by you, you should contact the person to whom it has been sent.

12 MONEY LAUNDERING LEGISLATION

12.1 Disclosure of Information to the National Crime Agency ("NCA")

Solicitors are under a professional and legal obligation to keep the affairs of their clients confidential. However solicitors may be required under statute to make a disclosure to the NCA where they know or suspect that a transaction may involve money laundering or terrorist financing. If, while we are acting for you, it becomes necessary to make a money laundering disclosure, we may not be able to inform you that a disclosure has been made or the reasons for it.

You therefore agree that we may make any notifications which we consider appropriate to comply with money laundering legislation and our anti money laundering procedures, provided that we act in good faith. This applies whether or not we are under a legal duty to make the notifications in question.

We may assume, unless or until you advise us to the contrary, that you do not have any knowledge or suspicion that a matter or transaction on which you instruct us involves the proceeds of crime in any jurisdiction.

12.2 Verification Requirements including Proof of Identity

The money laundering legislation, the SRA Standards and Regulations and our internal procedures require us to undertake due diligence on new clients and, in some circumstances, existing clients, and to conduct other background and ongoing checks. Therefore, in order to comply with the law, we need to obtain evidence of your identity and address before we can start working on your matter. We are required to retain records of the identification obtained and other checks and you consent to us retaining such data for longer than the 5 year statutory period, unless you tell us otherwise. We may also be required to make detailed enquiries as to the source of funds and wealth being used in relation to transactions on which we advise. We refer to these requirements as the "Verification Requirements".

Subject to any other arrangements referred to in the accompanying Engagement Letter, we normally meet the Verification Requirements in relation to an individual by requesting that they provide us with certified copies of specified documents (such as a passport and a recent utility bill) as well as, in some circumstances, conducting an on-line electronic identification check. Unless we hear from you to the contrary immediately upon receipt of these terms, we will undertake these on-line checks.

In addition we must ask our clients if they are a "politically exposed person" (PEP) or a family member or a known close associate of a PEP. A PEP is defined as an individual who is entrusted with a prominent public function such as a government minister, a Member of Parliament, a high ranking officer in the armed forces or senior judicial personnel.

Where the client is a corporation or other legal entity, we will require information relating to the corporate structure, beneficial owners (if appropriate) and also details of the individual that is providing us with instructions. We are required under the money laundering legislation to verify the identity of these individuals. In addition, we also need to make enquiries as to whether a beneficial owner is a PEP or a family member or a known close associate of a PEP. Please see above as to the steps we will need to take in relation to the Verification Requirements for an individual

We may delay commencing work, decline to act or (if appropriate) cease to act if the Verification Requirements are not met to our satisfaction.

We will charge you in the normal way for work which we have to do for the purposes of meeting the Verification Requirements.

Any information provided to us for the purposes of the Verification Requirements and satisfying the requirements of the money laundering legislation will be processed only for the purposes of preventing money laundering and terrorist financing or where the use of such data is permitted by or under another enactment or if you provide your express consent.

12.3 Cash and Use of Client Account

Our policy on cash is to only accept cash up to a maximum limit of £550. Our Client Account facilities are provided, at our discretion, in order to receive, hold and transfer funds in connection with a matter on which we are acting for you. Any receipts into our Client Account which are not expected, or which do not correspond to the particulars we have been provided, may be retained pending further investigation (and we reserve the right to charge for any additional checks necessary regarding the source of funds) or returned to the sender. Therefore we require advance notice of all receipts and the reasons for them.

12.4 Limitation of Liability for Compliance with Money Laundering and other Legislation

If and to the extent we are liable (whether in contract, negligence or otherwise) for any losses you may suffer arising from or in connection with actions we take in good faith (whether or not we are under a legal duty to do so) to comply with money laundering legislation or our internal anti money laundering procedures or any other statutory or regulatory obligations, our liability will not exceed an amount equal to the minimum level of insurance cover required from time to time under the SRA Indemnity Insurance Rules.

13 CLIENT MONIES

We place all money received from clients in a designated Client Account with either Barclays or HSBC. In the event our bank collapses, we will not be liable to repay money to you which is lost through a banking failure. In view of this, you may wish us to pay money received from you into an alternative account. If this is the case please write and let us know. We are unable to advise you on bank solvency or the choice of bank.

14 PUBLICITY

We may disclose that you are a client and that, in relation to any matter, we are acting or have acted for you if information about that matter is in the public domain or you specifically consent to that disclosure.

15 PERSONAL DATA AND CONFIDENTIALITY

15.1 Confidentiality

15.1.1 In the course of operating our business, we may need to provide information to third parties, such as insurers, regulators, accountants and advisers. Our practice may also be audited by accountants, regulators or other third parties who may review client files. In particular we have achieved accreditations which mean independent assessors may periodically review sample files. This is purely to check adherence to a particular code of practice or standard and is, of course, confidential.

15.1.2 We may outsource some activities to third parties such as back office administration, support services, storage and archiving. This will usually be with providers located within the EEA but we may, if the particular circumstances require, use a provider outside the EEA. One of our outsource providers is WNS Global Services (UK) Limited based in India. We will ensure that any work that is outsourced is performed pursuant to a written contract requiring the outsourced provider to maintain confidentiality. If you do not want us to use an outsourced provider for your work, please tell us.

15.2 Conflicts of Interest

You agree that, without detracting from our duty of confidentiality to you, and subject to our rules of professional conduct, we may without your consent act for your competitors or other clients whose interests are or may be opposed to or in conflict with yours, or those of members of your group (as defined in the section headed Capacity), including in litigation or other forms of dispute resolution. However, where we are acting for you on a matter, we will not act for another client on the matter unless and to the extent that we are permitted to do so by such rules.

15.3 The Data Protection Legislation and how it protects you

Data Protection Legislation: (i) the Data Protection Act 2018, then (ii) unless and until the GDPR is no longer directly applicable in the UK, the General Data Protection Regulation ((EU) 2016/679) (GDPR) and any national implementing laws, regulations and secondary legislation, as amended or updated from time to time, in the UK and then (iii) any successor legislation to the GDPR or the Data Protection Act 2018. More information about how we use and hold personal data is in our **Privacy Notice**, which is on our website (www.gilsongray.co.uk).

When you provide us with personal information, we become a joint Data Controller (as defined in the Data Protection Legislation) with you in relation to that data, as we can determine how we use that data. We, and you, agree to comply with all applicable requirements of the Data Protection Legislation. As between us, you have the primary responsibility for keeping the individuals to whom the personal data relates informed of the fact that you may share data with us to use for the purposes for which you provide it to us.

The Data Protection Legislation puts obligations on users of personal information and lays down principles for its use. One principle states that information has to be processed fairly and lawfully. This means that you are entitled to know how we intend to use any information you provide. You can then decide whether you want to give it to us.

To provide quality client care service we need accurate client information. You can help by informing us whenever your circumstances change.

15.4 How do we use your Personal Information?

Our main use of your personal information is to look after your legal affairs and to provide the specific service you require pursuant to the terms of our Engagement Contract. We may use your personal information for other legitimate reasons, such as marketing, as detailed in our **Privacy Notice** on our website. You may alter your marketing preferences, as regards the receipt of our newsletters for example, by visiting our website (www.gilsongray.co.uk) or writing to us at Gilson Gray, Olympic House, Doddington Road, Lincoln LN6 3SE.

Sometimes we need to give information to third parties we deal with in the course of transactions, for example, electronic identity check service provider, the courts, other solicitors or professional advisors, expert witnesses, barristers, banks, HMRC etc. More information about how we use and hold your personal data is in our **Privacy Notice**, which is on our website. If you do not want us to use your personal information in this way, you must tell us immediately upon receipt of these terms.

15.5 Individual's rights

Individuals have various rights under the data protection legislation in relation to their personal data such as to request access, request rectification, request erasure, request the restriction of processing, submit an objection to processing, request data portability and to withdraw consent if processing is based on that ground. Individuals can also lodge a complaint with the Information Commissioner's Office.

15.6 Phone Calls

We may record or monitor phone conversations to offer you additional security, resolve complaints, improve our service standards, and for staff training purposes. If we do, we would inform you at the beginning of the conversation.

15.7 Responsibility for Client Confidentiality and Protection of Data

Our employees are personally responsible for maintaining client confidentiality. We provide training to all our staff to reinforce these obligations. We also hold the ISO 27001 information security certification which means we adhere to a stringent information security management system. Our Compliance Officer for Legal Practice is the individual appointed as our representative for the purposes of data protection and information security.

15.8 On-line Searches

Unless you advise us to the contrary upon receipt of these terms, our on-line searches may include a review of your credit rating.

15.9 Acting for two people or more

Where we act for two or more clients jointly, it is on the clear understanding that we are authorised to act on instructions from either, both or any of them.

16 SERVICES THAT WE DO NOT SUPPLY

Any work that we do for you may involve tax implications or necessitate the consideration of tax planning strategies. We are not qualified to advise you on the tax implications of a transaction that you instruct us to carry out, or the likelihood of them arising. As solicitors, we are able to advise fully on the law. It is important to remind you that we do not advise on the following:

- (i) Accountancy issues, including taxation matters;
- (ii) Insurance; and
- (iii) Financial planning.

It is important that you always seek advice from other professionals in these areas. In particular when dealing with Stamp Duty Land Tax (SDLT), there are a number of factors that must be taken into account when assessing the level of tax payable, which can be a complex calculation. It is your responsibility to ensure that the correct SDLT payment is made to HMRC and you should refer to a tax specialist to satisfy yourself of this. Even where we have made the calculation, filed the return with HMRC and made payment on your behalf, if that payment turns out to be incorrect you must understand that you are still liable for any shortfall.

17 THE FINANCIAL SERVICES & MARKETS ACTS 2000 ("FSMA")

17.1 Insurance Contracts

We are not authorised by the Financial Conduct Authority ("FCA"). However, we are included on the register maintained by the FCA so that we can carry on insurance distribution activity, which is broadly the advising on, selling and administration of insurance contracts. As such, we are an insurance distributor. This part of our business, including arrangements for complaints or redress if something goes wrong, is regulated by the SRA. The register can be accessed via the FCA's website at www.fca.org.uk/firms/financial-services-register.

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 SRA is the independent regulatory body of the Law Society, and the Legal Ombudsman is the independent complaints handling body of the Law Society. In general terms, the SRA (the contact details for which are set out above) is able to consider conduct issues while the Legal Ombudsman is able to consider service issues. The address for the Legal Ombudsman is P.O. Box 6806, Wolverhampton WV1 9WJ. Their telephone number is 0300 555 0333. Their email address is enquiries@legalombudsman.org.uk. Their website is at <http://www.legalombudsman.org.uk>. Please note any complaint to the Legal Ombudsman must usually be made within six months of our firm concluding the complaints procedure. There are also limits as to who is able to make a complaint to the Legal Ombudsman. Relevant details can be found at their website.

The scope of the activities that we undertake is restricted to assisting in the administration and performance of a contract of insurance. Those are activities as defined in Article 39A of the FSMA (Regulated Activities) Order 2001. By way of examples, the insurance distribution activities that we carry on, consists of assisting in the administration and performance of the following types of contracts of insurance:

- Title/conveyancing indemnity policies
- Chancel repair policies

In assisting in the administration and performance of a contract of insurance when we are acting for you in the purchase of a property, we:

- (i) will always be representing you and not acting for or on behalf of an insurer;
- (ii) will not provide a personal recommendation (based on a fair and personal analysis) about any particular insurer or insurance product;
- (iii) will advise you of the fee that you will be charged for any such product (or the basis for the relevant calculation);
- (iv) will advise you if we are contractually obliged to place business with any particular insurer (please see further below);
- (v) will not accept any remuneration from any insurer;
- (vi) will give you the choice as to whether you would like us to communicate relevant information to you: (a) on paper; or (b) using a durable medium other than paper (such as by email);
- (vii) will not supply relevant services to you by telephone; and
- (viii) will let you have appropriate information in good time before an insurance contract is entered into (and on its amendment/renewal, if applicable).

In respect of (vi), we will ask you to confirm your preference by indicating on the purchase questionnaire that is provided to you, where appropriate. It is important that you complete the relevant section on that questionnaire as we are obliged to record your preference.

We do not have a direct or indirect holding representing 10% or more of the voting rights or capital in any relevant insurance undertaking. No relevant insurance undertaking or its parent undertaking has a direct or indirect holding representing 10% or more of the voting rights or capital in the firm.

For clients referred by the Connells Group:

If you are purchasing a property and have been referred to us by the Connells Group, we are contractually obliged to place any business relating to an insurance product, with First Title Insurance plc ("First Title"). That obligation relates to both defective title/conveyancing indemnity policies and chancel repair policies.

For clients referred by an estate agent or estate agency group other than the Connells Group:

If you are purchasing a property and have been referred to us by an estate agent or estate agency group which is not within the Connells Group, we are not contractually obliged to place any business relating to an insurance product with (a) specific insurer(s). However, we might, and do, place business with the following insurers:

- First Title Insurance plc
- Title Absolute
- Isis Conveyancing Insurance Specialists Ltd
- Legal & Contingency Limited
- Countrywide Principal Services Ltd (t/a Countrywide Insurance Services)
- Evolution Insurance Solutions Limited
- XL Catlin Insurance Company UK Limited
- Royal Sun Alliance Insurance plc
- Aviva plc
- Guaranteed Conveyancing Solutions Limited

17.2 Investments

Depending on the nature of the work we do for you it is possible that we may, on occasions, provide you with legal services which relate to investments. Although we are not authorised by the FCA under FSMA, this part of our business (including complaints and redress mechanisms) is also regulated by the SRA which permits us to undertake certain activities in relation to investments which are limited in scope and incidental to our legal services, or which may be regarded as a necessary part of our legal services.

The scope of our services does not include giving you financial or business advice on the merits of entering into a transaction or investments. No communication either to you or on your behalf to any other person, during the course of our engagement will be an invitation or inducement to engage in investment activity, and nothing we say or write should be construed as such.

18 SEVERANCE OF TERMS

If all or any part of any provision of an Engagement Contract shall be or become illegal, invalid or unenforceable in any respect, then the remainder of that provision and/or all other provisions of the Engagement Contract shall remain valid and enforceable.

19 COPYRIGHT

Unless we expressly agree otherwise, the copyright in the original materials which we generate for you belongs to us. However, the fee you pay for our work permits you to make use of that material for the purposes for which it is created.

20 THIRD PARTY RIGHTS

No provision of an Engagement Contract (other than referred to in the Engagement Letter) is intended to be enforceable pursuant to the Contract (Rights of Third Parties) Act 1999. Accordingly, no third party (other than an employee of Gilson Gray wishing to rely on the provisions of the Engagement Letter) shall have any right to enforce or rely on any provision of an Engagement Contract.

21 FORCE MAJEURE

We shall not be liable to you if we are unable to perform our services as a result of any cause beyond our reasonable control. In the event of any such occurrence affecting us, we shall notify you as soon as reasonably practicable.

22 ASSIGNMENT

Neither of us shall have the right to assign the benefit or burden of an Engagement Contract without the written consent of the other except that we may assign the benefit of an Engagement Contract to any partnership or corporate entity (including a limited liability partnership) which carries on the business of Gilson Gray in succession to Gilson Gray. You will accept the performance by such assignee of the Engagement Contract in substitution for Gilson Gray. References in these terms and conditions of business and in any relevant Engagement Letter to Gilson Gray or "we" (or derivatives) are deemed to include any such assignee.

23 CAPACITY

23.1 In relation to any corporate client, you agree to and accept the provisions of each Engagement Contract on your own behalf, and as agent for each member of your Group. You shall ensure, in those circumstances that those persons shall act on the basis that they are a party to the relevant Engagement Contract, and as if they had each signed a copy of the relevant Engagement Letter and agree to be bound by it and these Terms and Conditions of Business. All references in these Terms and Conditions of Business (other than in this paragraph) and in the Engagement Letter to "you" shall mean the addressee of the Engagement Letter and all your Group companies. In this paragraph and in an Engagement Letter "your Group" means (unless the Engagement Letter expressly states otherwise) you, and your subsidiaries and subsidiary undertakings, and any holding company you may have, and all other subsidiaries and subsidiary undertakings of any such holding company. The expressions "subsidiary", "subsidiary undertaking" and "holding company" shall have the meanings given to them in the Companies Act 2006 or any amending legislation.

23.2 When accepting instructions to act on behalf of a limited company, we may require a director and/or controlling shareholder to sign a form of personal guarantee in respect of the charges and expenses of this firm. If such a request is refused, we will be entitled to stop acting and to require immediate payment of our charges on an hourly basis and expenses as set out earlier.

24 EQUALITY AND DISABILITY

We are committed to protecting the rights of individuals and advancing equality of opportunity for all. We offer various facilities to clients with disabilities in line with equality legislation and our Equality and Diversity Policy to ensure access to legal services (including access to our offices). Information on these facilities is available on request.

25 INCONSISTENCIES

In the event of any inconsistency between an Engagement Letter and these Terms and Conditions of Business, the Engagement Letter shall prevail.

26 LAW AND JURISDICTION

Each Engagement Contract shall be subject to and governed by English Law. Any dispute arising from or under an Engagement Contract shall be subject to the exclusive jurisdiction of the English Courts.

Aberdeen

Blenheim Gate, Blenheim Place, Aberdeen, AB25 2DZ
T: 01224 011700 F: 01224 011701

Dundee

2 West Marketgait, Dundee DD1 1QN
T: 01382 202 208 F: 01382 202 208

Edinburgh

29 Rutland Square, Edinburgh EH1 2BW
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