DOYLE LAW LIMITED – (TRADING AS "DOYLE LAW") TERMS OF BUSINESS

The following terms of business of Doyle Law ("these terms"), as supplemented and/or amended by any relevant engagement/client care letter, apply to the present instructions and also to all future instructions from you accepted by us, unless otherwise agreed in writing by a director of Doyle Law. Your continuing instructions amount to an acceptance of these terms.

Any reference to "this agreement" or "this contract" in these terms shall mean a reference to the agreement between us as set out in any engagement/client care letter and incorporating these terms.

Doyle Law Limited Individual means any director, consultant, officer or employee of Doyle Law such as English qualified solicitors, trainee solicitors, lawyers qualified in other jurisdictions, paralegals and support staff. Details of all current Doyle Law Solicitors personnel are available on our website (www.Doyle-Law.co.uk).

Doyle Law Limited is a limited company registered in England and Wales with registration number 16135829. All references in these terms to "us", "we", "our", "Doyle Law" and the like should be read as referring to Doyle Law Limited and any successor practice. References to "you" shall mean you as the client of Doyle Law.

We are regulated by the Solicitors Regulation Authority and our registration number is 8011087. Details of the professional rules which apply can be seen at www.sra.org.uk. We maintain professional indemnity insurance in accordance with these rules.

1. Our Respective Responsibilities

1.1 We will provide the services set out in the engagement/client care letter that accompanies these terms. If there is any conflict between these terms and those contained in the engagement letter, the terms in the letter shall prevail.

1.2 In providing our services to you we will rely upon the information and instructions provided by you or by others authorised to do so on your behalf.

1.3 Advice is provided in relation to a specific set of facts and as a result we do not accept any responsibility for the applicability of that advice to other situations or to other parties or for any reliance placed upon it by such parties or in such situations. We will not give advice on the tax implications of your instructions.

1.4 We reserve the right to refuse new instructions or not to continue with existing instructions if in so doing we would be presented with a conflict of interest as defined by the Solicitors Regulation Authority. We also have a professional duty to uphold the rule of law and the proper administration of justice. We must comply with our duties to the court even where this conflicts with our obligations to you.

1.5 In order to benefit and protect clients and the public we follow the Codes of Conduct published by the Solicitors Regulation Authority. The codes can be found at https://beta.sra.org.uk/.

1.6 We will require you and any other professional advisers engaged on the matter to provide us with accurate information promptly. Failure to provide us with complete, accurate and timely information and instructions at any time may result in loss being caused to you for which we will not be responsible. If you are unsure whether something is relevant, you should ask us and we can advise you as necessary.

1.7 Where we are instructed on your behalf by a third party as your agent (including but not limited to your insurers):

1.7.1 You warrant that the agent has authority to retain us on the terms and conditions of the Agreement and to give us instructions on your behalf.

1.7.2 You will use best endeavours to procure that the agent confirms such authority to us, if we request the agent to do so. The Agreement will be between you and Doyle Law. We owe no duty of care to, and we do not accept liability to, any third party.

2. People Responsible For Your Work

2.1 In every matter a Supervising Director who will be responsible for the provision of services to you. We reserve the right to involve other Doyle Law Individuals on your matter at our discretion. However, before involving another Doyle Law Individual other than the lawyers specified in the client care letter, we would endeavour first to discuss this with you and obtain your agreement, unless the involvement of the other lawyer was of a short term nature such as covering during a lawyer's absence or carrying out an isolated and distinct piece of work (such as an item of legal research).

3. Instructing Third Parties

3.1 If you instruct us to engage a third party (including but not limited to a barrister, expert, arbitrator, process serving agent, foreign lawyer or other professional) in connection with any matter, unless otherwise agreed in writing:

3.1.1 We will use reasonable care in selecting the relevant third party but we shall not, in any event whatsoever, be responsible for any actions, omissions, errors or deficiencies of such third party and/or in their work.

3.1.2 Although we have instructed the relevant third party, you will remain at all times responsible for their fees and expenses, including any charges they may impose for late payment.

3.1.3 Notwithstanding the foregoing, if we pay their fees or expenses on your behalf for any reason whatsoever, we will invoice you for the same and payment will be due in accordance with these Terms of Business.

3.1.4 Any advice and other services provided by the relevant third party shall be provided to you subject to their terms of business. You should note that the terms of business of any third party may contain rights and obligations which limit the liability of the third party, restrict your rights of redress against such third party and/or restrict your use of their work. Where we receive copies of the terms of business of any third party engaged, we will forward them to you and, unless you notify us to the contrary promptly upon receipt, you accept that those terms of business are reasonable.

4. Confidentiality, Communications and Lien

4.1 We undertake to take all reasonable steps to safeguard and maintain the confidentiality, integrity and accessibility of information entrusted to us by you.

4.2 We may release information where that is necessary for the legal services that we provide to you, where it relates to the administration of our relationship with you, where we work jointly in a project with a third party or where we are required to disclose information by law or by any professional or regulatory body. We may in certain circumstances be required by law to report to the National Crime Agency or other governmental authorities any evidence or suspicion we have of money laundering or crime in general. In such an event, we are prohibited from notifying the client of the fact or content of such a report.

4.2.1 E-mail Communication

In the course of carrying out your instructions we may communicate with you via e-mail. You should be aware that the internet is not a secure medium and we cannot guarantee the security or integrity of such communications despite the industry-standard checks we carry out on all e-mails. If you require a greater level of security, you should raise this with us at the start of the instruction.

4.2.2 Lien

When the present instruction is concluded we are entitled to keep all your papers and documents while there is money owing to us.

4.2.3 Data Protection

You may provide personal data to Doyle Law (and vice-versa) in connection with this agreement ("Personal Data"). The Personal Data may relate to you (if you are an individual), to your officers, employees and contractors (if you are an organisation) or to other individuals connected with your matter (for example, claimants, policyholders and witnesses) ("Data Subjects").

4.3 You will comply with your obligations, and Doyle Law will comply with our obligations, in relation to the Personal Data under the General Data Protection Regulation (Regulation (EU) 2016/679) ("GDPR") as incorporated into the law of the United Kingdom by virtue of the European Union (Withdrawal) Act 2018 ("UK GDPR") and any other applicable privacy or data protection laws, including in relation to the disclosure of Personal Data to the other party in connection with this agreement.

4.4 If you are an individual, you should review Doyle Law Privacy Notice which is available on our website and contains specific information on how Doyle Law may use your personal data.

4.5 We may store documents and correspondence in files in paper and/or electronic formats. Some paper documents may be transferred into and retained in electronic format only. You agree that we may, at our discretion, retain files in electronic format only.

4.6 Our files will normally be destroyed 7 years after the matter has ended, unless we have agreed a longer period with you in writing.

4.7 We will not advise you of the pending disposal of any of your files.

5. Funding

5.1 Unless you expressly inform us in writing to the contrary or it is otherwise apparent from the manner in which we are instructed, we will assume that you do not have any insurance for your legal costs in connection with your matter. You should inform us in writing if you have pre-arranged insurance for your legal costs in respect of the matter. Please note that such insurance will be subject to your insurance company's terms and conditions and any deductible.

5.2 In the event that you do not have pre-arranged insurance for your legal costs in respect of the matter and are funding the matter yourself: there may be an alternative option of entering into a conditional fee agreement with a solicitor who will only charge you if you are successful in the case. You may wish to investigate such conditional fee agreements yourself. Unless specifically agreed for any particular matter, Doyle Law does not take on work on a conditional fee basis.

5.3 You may also wish to consider purchasing an "after the event" insurance policy to cover any liability you may incur in whole or in part to pay the legal costs of the other party(ies), and also to cover your own expenses (for example, court fees). In addition, it is sometimes possible to insure for the recovery of the legal fees charged to you by your solicitor as well.

5.4 We do not advise on the buying or selling of insurance and you would need to discuss your specific requirements, and all the advantages and disadvantages of after the event insurance for your specific case, with an independent insurance broker.

6. Fees

6.1 Unless specified in the relevant engagement/client care letter, our fees are based upon our quoted hourly rates.

6.2 The rates for the individuals intended to be involved in the present matter are set out in the engagement letter accompanying these terms and will be reviewed on 1 January each year. In addition to our hourly rates, we will charge expenses, which include, but are not restricted to, counsels', experts' and foreign lawyers' fees, photocopying, courier and travel charges. In addition, unless zero-rating or an exemption applies, VAT at the then applicable rate will be charged. Our VAT number is 488 9530 26.

7. Invoices

7.1 Unless we have agreed otherwise, we will submit invoices on a monthly basis or such other periods at our absolute discretion for services provided and expenses incurred. Unless otherwise agreed, we will send our invoices to you by email.

7.2 Any invoice, unless otherwise stated, will not be a request for payment on account but will be an invoice for our charges incurred during the period to which it relates. It may be necessary to submit a separate invoice for any expenses incurred on your behalf. Invoices are payable within 14 days of the date of the invoice and we reserve the right to charge you interest on all sums which remain unpaid after that period. The rate we will apply is the same rate as that which applies from time-to-time to judgment debts under the Judgments Act 1838 with interest accruing on a daily basis from the 15th day of the invoice.

7.3 If you are dissatisfied with any invoice, you have the right to object by way of our complaints procedure. If you remain unhappy, you may be able to make a complaint to the Legal Ombudsman. If you are not satisfied, you may be entitled to have our charges reviewed in court by applying for an assessment of the invoice under part III of the Solicitors Act 1974. You should note that the Legal Ombudsman may not deal with a complaint about an invoice if you have applied to the Court for assessment of that invoice.

8. Payments on Account

8.1 We may ask you to provide payments on account of our fees and expenses for any particular matter, including, by way of example only, where you are a new client of Doyle Law, where you do not have insurance or where your insurers have declined to provide coverage or reserved their position as to future coverage.

8.2 We will normally expect the payment on account to be made to our specified account within 7 days of our request. Pending receipt of the payment on account, we reserve the right to decline to provide services, subject to our professional duties to you, and/or to incur expenses.

8.3 Any payment on account will be held in Doyle Law's client account and may be applied against our invoices in such manner as we may determine. We will, however, endeavour to discuss the application of the payment on account with you in advance. We may subsequently require further payments on account during the currency of the matter. Any balance of the monies held on account at the end of the matter will be repaid to Clients after all fees and expenses have been deducted.

9. Interest and Return of Client Money

9.1 Unless otherwise agreed, when we hold money for you which exceeds GBP 5,000 or USD 6,000 or (for sums in other currencies) such amount as we may agree, for longer than 14 days (unless the money has been paid to us in respect of any expenses identified in an invoice sent to you), we will put that money into a client designated deposit account.

9.2 Transferring money from a client designated deposit account may take several days and accordingly such money may not be available on demand. When all of the money specified above has been paid to you or your order, we will pay to you or your order all interest received by us from our bank on the client designated deposit account. However, we will not routinely account for interest of less than £75.

9.3 We will not otherwise pay you any interest on any monies that we hold for you.

9.4 Upon closure of a matter and 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 monies to a charity of our choice.

10. Liability for Fees in Contentious Matters

10.1 If your matter is contentious, you should note the following:

10.1.1 If you win the case or elements of the case (or in certain other circumstances), you may receive an order from the appropriate competent court/tribunal that some of your charges and expenses are payable by the other party (or parties). The amount recoverable will not usually cover all the charges and expenses that have been incurred by you.

10.1.2 If you lose the case or elements of the case (or in certain other circumstances), the court/tribunal may order you to pay the other party's legal charges and expenses. In these circumstances, these charges and expenses would be payable in addition to your charges and expenses payable by you to us.

10.2 For further information, please contact the Supervising Director responsible for your contentious matter.

11. Conflicts

11.1 We have procedures in place to prevent us acting for clients in situations of a legal or regulatory conflict of interests.

11.2 In accepting your instructions in connection with a matter, we have reasonably satisfied ourselves that there is unlikely to be a conflict of interest.

11.3 If you are aware, or become aware, of a possible conflict of interests, please alert the Supervising Director responsible for the matter immediately.

11.4 Very occasionally however, a conflict of interest may arise or come to light during the progress of a particular matter. In such an event: (a) subject to our duty of confidentiality, we will discuss the issue with you with a view to resolving the conflict but may be obliged to terminate our engagement in relation to the particular matter; and (b) you agree that we will be free, taking account of applicable rules and law, best practice and your and any other concerned client's interests and wishes, to decide whether to act for both clients, for one, or for neither.

11.5 You should note that Doyle Law Limited acts for a number of clients which operate in the same or similar industries or sectors. Some of our clients may have or may develop commercial or legal interests adverse to other of our clients. You accept that it may be reasonable for us to act for current or future clients who do, or may in the future, operate in the same industry or sector as you, or who may have or may develop commercial or legal interests adverse to yours.

11.6 Where we are instructed in a matter in which we have obtained an order for security against a third party and we discover that such security or assets are held by another client of Doyle Law, we will not be able to serve that order on that other client or to act for any of the parties in any dispute concerning the ownership of such security or assets.

11.7 Please note that the foregoing will not enable Doyle Law to act in situations where there is a significant risk of or an actual conflict of interest and will not affect our professional obligations in relation to that matter or any future instructions from you or any other client.

12. Money Laundering

12.1 The United Kingdom's Sanctions and Anti-Money Laundering Act 2018, Proceeds of Crime Act 2002 and Money Laundering Regulations 2003, along with other legislation forming the UK's legal regime in respect of money laundering and sanctions apply to our dealings with you and to the conduct of our work for you. In some cases, usually (but not limited to) non-contentious work, the SRA and other UK authorities require us to obtain and retain satisfactory evidence of the identity of our clients and sometimes people related to them.

12.2 This applies not only to individuals in their personal capacity as client but also to corporations and individuals within corporations. We are also generally prohibited from acting for or in any way providing services to persons who are subject to sanctions imposed by the UK government on certain individuals.

12.3 In order to 'Know Your Customer' (KYC) in the context of anti-money laundering and anti-terrorist financing precautions, the collection and use of information about a customer over and above obtaining basic evidence of their identity is necessary. The amount of additional information necessary will depend on the nature of the customer and the level of money laundering or terrorist financing risk that the firm (following an initial risk assessment) believes that the customer poses.

12.4 In order for us to perform whatever KYC checks may be necessary, you must provide such documents to us promptly on request. If satisfactory information or documentation is not provided promptly, we may not be able to act, or continue to act, for you. In addition, in accordance with our own anti-money laundering and sanctions risk mitigation policies it may be necessary for us to conduct a KYC check on you before we are able to act or if there are changes to the nature and extent of your instructions to us after we have already begun to act for you. It may be necessary for us to incur costs in the form of KYC checks commissioned from specialised third party service providers. We reserve the right to charge the costs of doing so as a disbursement for your account. Where it is likely to be necessary to perform KYC checks and for us to incur these costs, we will endeavour to notify you of this and discuss this with you before doing so.

12.5 In relation to any instructions you give us and/or work we undertake on your behalf arising out of or in connection with your instructions to us or otherwise in order to comply with legislation, it may be necessary for us to report to law enforcement agencies.

12.6 Under applicable law, there are several items of legislation that create various offences in connection with money laundering. We are not permitted to undertake any activities which we know or suspect amount to dealing in any way with criminal property (as defined in the Proceeds of Crime Act 2002) or enter into or become concerned in any arrangement that we know or suspect would amount to dealing in any way with criminal property. Accordingly, if we suspect that any matter in which we are acting for you involves or will involve any dealing with criminal property we shall without prejudice to all of our other rights be entitled to suspend further work for you on that or any other matters. We shall in such circumstances not be obliged to inform you why we have suspended further work or have ceased to act.

12.7 In such circumstances as specified above, we shall also be entitled to disclose the dealing with criminal property to the appropriate authority without informing you of that disclosure. To the extent permitted by relevant law, we shall not, however, disclose information or documents which are privileged to you.

12.8 We do not accept payments in cash whether for our fees or expenses or otherwise. We will not accept funds from any source unless the source has previously been identified to our satisfaction. If payment is made in breach of this provision, the funds will usually be frozen and not applied to the transaction, pending receipt of consent from the appropriate authorities.

12.9 If in the course of acting for you we have or are to have possession of any form of control over property which we suspect is criminal property, we shall be entitled to refuse to comply with any instructions given by you in connection with that property.

13. Electronic Communications

13.1 Unless agreed otherwise, in the course of providing our services, we may communicate with you and other persons involved in the matter using email. You should note that email messages are not a secure method of communication. They carry certain risks including non-delivery, delays, data corruption, interception, transfer of viruses, loss of confidentiality and of privilege. We will utilise email communications on the basis that you accept the risks involved, including but not limited to those risks specified above, and we do not accept any liability for loss resulting from the use of email for communication.

14. Equality and Diversity

14.1 Doyle Law is committed to ensuring equality of opportunity and fairness throughout our work including relations with our clients. This covers the way we deal with clients and also their dealings with the firm and its staff. A copy of our equality and diversity policy is available on our website.

15. Complaints

15.1 We refer to our complaints procedure which is available on the website and will be implemented in the event of a complaint.

16. Ceasing to Act

16.1 If you wish to terminate this agreement at any time please notify the Supervising Director and if we request confirm the position in writing. No period of notice is necessary. In a matter where we are on the court record as acting on your behalf, the consent of the court may be required before we can be removed from the record and, to that extent, your right to terminate this agreement may be restricted.

16.2 We reserve the right for good reason and on reasonable notice to terminate this agreement and this will include a situation involving a conflict of interest, the lack of instructions from you or failure to pay either any invoice within 14 days or, if requested by us, money on accounts of costs.

16.3 On early termination, either by you or by us, you will remain liable to pay all fees and expenses incurred before termination. We will be entitled to retain all of your papers and documents, until all fees or expenses have been paid.

17. Limitation

17.1 All forms of advice, information and reports we provide are confidential and are supplied solely for the purpose of the present instruction. They should not be disclosed to anyone else without our prior written consent. Save where imposed by law, we do not accept any responsibility to any third parties in relation to the matter on which we are instructed by you.

17.2 Your relationship will be solely with Doyle Law who will have sole legal liability for the work done for you and for any act or omission in the course of that work. No individual director, member, employee, agent or consultant of Doyle Law will have any personal legal liability for that work, whether in contract, tort (including negligence) or otherwise. In particular, the fact that an individual director, member, employee, agent or consultant signs in his or her own name any letter, email or other document in the course of carrying out that work will not mean that he or she is assuming any personal legal liability separate to that of Doyle Law. You agree that any claim brought in respect of a matter upon which we are instructed will be made against Doyle Law and not against any director, member, employee, agent or consultant of Doyle Law or against any corporate holding entity of or corporate entity owned or controlled by Doyle Law or any officer, employee, agent or consultant of any such corporate entity, or against any successor of any such persons or corporate entities.

17.3 The aggregate liability of Doyle Law and any corporate holding entity of or corporate entity owned or controlled by or on behalf of Doyle Law or any of the directors, members, consultants to and employees and agents of Doyle Law in any circumstances whatsoever, whether in contract, tort, under statute or otherwise and howsoever caused (including but not limited to our negligence or non-performance) for loss or damage arising from or in connection with the services provided shall, in relation to each matter, be limited to £3,000,000 (three million pounds).

18. Intellectual Property

18.1 We retain all copyright and intellectual property rights in all material developed, designed or created by us during the course of carrying out your instructions including systems, software, know-how, reports, written advice, drafts and working papers.

19. Separability

19.1 If a court decides that any part of this agreement between you and us is invalid, this will not affect the remaining terms of this agreement.

20. Contract

20.1 No person who is not a party to the Agreement shall derive any benefit from or have any rights or entitlement in relation to the Agreement by virtue of the Contracts (Rights of Third Parties) Act 1999 or otherwise. The consent of any person who is not a party to the Agreement shall not be required to rescind, suspend, vary or terminate the Agreement or our engagement at any time.

21. Jurisdiction

21.1 This agreement will be governed by and construed in accordance with the laws of England and Wales and the parties submit to the exclusive jurisdiction of the courts of England and Wales. However, nothing in these Terms of Business or the Agreement shall prevent us from bringing proceedings in the courts of any other country which may have jurisdiction or in any other appropriate forum.

22. Amendments

22.1 From time to time, we may amend or replace these Terms of Business. A copy of the latest version of the Terms of Business will be available on request and on our website (Updated April 2025).