Terms of *business*

01 Definitions

Unless the context otherwise requires:

New Quadrant Partners Limited is a company incorporated in England & Wales, Company No. 07179875 and registered office at 25 Bury Street, St. James's, London SW1Y 6AL ("NQP") and authorised and regulated by the Solicitors' Regulation Authority under number 537866.

We use the word "Partner" to refer to a Shareholder or Director of the Company, or an employee or consultant who is a lawyer with equivalent standing and qualifications. A list of the Directors, together with a list of those persons who are designated as Partners, is open to inspection at the Company's registered office: 25 Bury Street, St. James's, London SW1Y 6AL.

02 General

2.1 These terms will apply to our work for you except to the extent that we agree, or have agreed, different terms with you. They should be read in conjunction with the accompanying letter setting out the terms of our engagement.

2.2 Unless otherwise agreed, we will not be responsible for advising you on non-legal matters, and you will be responsible for deciding whether documents or advice prepared or reviewed by us meet your commercial objectives. We will not advise on the appropriateness of any commercial or strategic decision taken by you.

2.3 Unless you request otherwise, we will keep you regularly informed of issues as they arise, options available, the actions taken and the progress achieved, the likely timescales for each stage of the matter and any important changes to these. We will also let you know when action is required by you. We will endeavour to explain all aspects to you clearly and to communicate with you in plain language.

2.4 Nothing in these terms will apply to the extent that enforcement of such terms would result in a breach of applicable laws or regulations.

2.5 Each provision of these terms will be enforceable independently of each of the others and the validity of each provision will not be affected if any of the others are invalid.

2.6 We reserve the right not to send any of our Partners, staff or consultants to any location where we believe there is a risk to their personal safety.

03 Consumer Protection and the Right to Cancel

3.1 In the event that you contracted with us by way of 'distance communication' (ie by phone, post or email or via the internet) or in any place other than our offices and you are a 'consumer' as defined in the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 you have the right to cancel our engagement. To do so you must provide to us notice in writing (either electronically or via hard copy letter) within 14 days of first instructing us. You may, if you wish, utilise the Cancellation Notice attached to these Terms for that purpose.

3.2 Please note that this right to cancel will not apply if we have already commenced work on your behalf, with your consent, within the 14-day period. In the event that you wish to provide such consent you may, if you wish, utilise the Agreement to Proceed attached to these Terms for that purpose.

04 Our charges and invoicing

4.1 Unless otherwise agreed in our engagement letter, our charges will be calculated by reference to the time spent by us in dealing with matters on your behalf at the applicable hourly rates.

4.2 Where it is appropriate for more than one member of the firm to attend a meeting or otherwise work together, the time spent by each person will generally be taken into account in calculating our charges.

4.3 You will be responsible for any disbursements or other expenses that we incur in acting for you including Counsel's fees, couriers, bank charges, travel and other out of pocket expenses, together with VAT as applicable.

4.4 Unless otherwise agreed, it is the firm's policy to render interim monthly invoices on account of our incurred costs as the matter progresses. Each of these will be an interim statute bill covering a specific period as shown on the invoice, unless the invoice is shown as being a bill generally on account of costs and disbursements.

4.5 Our invoices are payable within 14 days of delivery, failing which we may exercise our right to stop acting under paragraph 11, or charge interest at 8% above the Bank of England base rate (except to the extent that you have raised an unresolved bona fide query), or both. You will also remain liable to pay our fees even if a third party agrees to pay them.

05 Documents and document storage

5.1 We will retain copyright in all documents we draft and produce in relation to any matter (and, subject to our duties of confidentiality to you, may therefore use the intellectual property rights in the documents as the basis for advising on other matters) but you will have an unlimited licence to use those documents for your own purposes.

5.2 In some circumstances, in particular, if you have not paid all of our invoices, we will have the right to keep documents that belong to you even if you ask us to return or destroy them.

5.3 We may destroy documents relating to a matter when we consider that we do not need to keep them, failing which we reserve the right to charge for our storage costs. Subject to paragraph 4.2 and to applicable laws or regulations, we will also destroy documents before this time if you instruct us to do so. However we reserve the right to keep documents belonging to us and cannot guarantee that we can erase all electronic documents (including those on back-up tape).

06 Liability

6.1 You agree, to the extent such agreement is enforceable under the applicable laws and regulations, that there is no assumption of a personal duty of care by, and that you will not bring any claim against, any Partner or other member, shareholder or employee of or consultant to NQP.

6.2 If we and another party are liable to you in respect of the same loss, our liability will not increase by reason of any limitation of liability that you have agreed with that party, or your inability to recover from that party (e.g. because of its insolvency), beyond what it would have been if no such limitation had been agreed and if that other party had paid its share in full.

6.3 We cannot accept liability for the acts or omissions of any third party we may instruct on your behalf or for the default of any financial institution with whom we deposit money on your behalf.

07 Third parties

Unless we agree in writing to the contrary, any advice we may give shall not be used except for the purpose for which it was given or be communicated to, or relied on by, any person other than you and our engagement letter and these Terms of Business shall not create any right enforceable by a person who is not a party to the agreement between us.

08 Electronic communications

We may communicate with you electronically. You accept the risks involved in such communication, except in the case of our gross negligence or wilful default. We may also monitor communications in order to establish facts, to determine that communications using our systems are relevant to our business or to comply with applicable laws or regulations.

09 Conflicts/relationships with others

9.1 Under legal and professional rules, we may have to stop acting for you if there is a conflict between our duties to you and to other clients, or between our interests and your interests. As it is difficult for us to anticipate all situations which you might perceive to involve such a conflict, please notify us promptly if you consider there may be a potential conflict.

9.2 Subject to our compliance with the professional rules which regulate our conduct as solicitors, we should not be and are not prohibited by virtue of our relationship with you from advising other clients, including clients whose interests may be adverse to your own.

10 Confidentiality and data protection

10.1 We will treat any information obtained from you that is not in the public domain as confidential. However, we may sometimes have to disclose information to regulatory authorities or under rules of law or professional conduct. If so, we would (where permissible and practicable) inform you of the request or requirement to disclose.

10.2 We will not use information which is confidential to you for the advantage of, or, subject to paragraph 9.1, disclose such information to, any third party. In the same way, you acknowledge that we will not use confidential information obtained from any other party for your advantage or disclose such information to you, even if it is relevant to a matter.

10.3 We will deal with all information received whilst acting for you in accordance with the Date Protection Act 2018. By continuing to instruct the Firm, you consent to us holding and processing in any form and transferring the data we collect in relation to you for the purposes of providing legal and related services and the marketing of those. Further information on our data handling can be found within our UK General Data Protection Regulations (“GDPR”) Privacy Notice and Information document, we enclose a copy with these terms.

11 Termination

Our retainer for a matter will terminate upon delivery of our final invoice. Otherwise, you may terminate our retainer on any or all matters by written notice at any time. We may do so if we have good reason (such as delay in payment of our fees) and upon reasonable notice. In either case, you will pay our costs and fees up to the time of termination.

12 Anti-money laundering laws

12.1 Under anti-money laundering laws, we may need formal evidence of your identity before we can act. We must also report suspicions of money laundering activity to our Money Laundering Reporting Officer or other relevant external authorities, or both. We may have to stop work on a matter and may not be allowed to tell you if we make such a report. We will not be liable to you for the consequences of any such report made in good faith.

12.2 In the light of the law and for insurance reasons, we will not normally accept cash payments from you or on behalf of you.

12.3 We may require confirmation from you of the source of any funds, in particular any remitted from overseas, and of whether all necessary tax has been paid and returns made in relation to such funds, together with further information and supporting documentation.

13 Professional Indemnity Insurance

We maintain professional indemnity insurance to cover acts or omissions arising out of the Firm's business wherever they occur. Details of our insurers are available on request.

14 Banking

14.1 The Firm's bankers are Virgin Money UK Plc, The Leadenhall Building 122 Floor 15, Leadenhall Street London, EC3V 4AB. From time to time we may place client monies at Clydesdale Bank PLC, 154-158 Kensington High Street, London, W8 7RL and Arbuthnot Latham of 7 Wilson Street, London EC2M 2SN. We will liaise with you if your monies are held or are to be held on client account with any other bank or building society where the Firm may also maintain a client account.

14.2 All funds are held in accordance with the Solicitors' Accounts Rules 2019 and any other appropriate regulatory requirements.

14.3 In the event of the failure or difficulty of any bank or building society which holds client monies, in almost all circumstances the Firm will not be liable for any loss incurred by a client or for any restriction which may prevent or limit access to the funds so held.

14.4 The Financial Services Compensation Scheme applies to clients who are individuals, trusts or small businesses for amounts up to a specified sum per client in respect of each authorised deposit-taking institution. Although there are some limited exceptions for temporary high balances generally speaking the current maximum level of deposit or protection available is £120,000. Some deposit taking institutions have several brands and trade under different names, so you should confirm with your bank, independent financial adviser or the Financial Conduct Authority for any more information that you might need to clarify this. In the event of a bank or building society failure to which the compensation scheme applies, the Firm will seek your consent before disclosing details of the funds held on your behalf.

14.5 In accordance with the Solicitors Accounts Rules 2019 it is our policy to account to our Clients for interest on a fair and reasonable basis for both you and us.

14.6 When we receive monies on your behalf it will be paid into a general account with the firm's bankers. This general Client bank account will hold pooled amounts for different matters and clients. Client money will be held in an instant access account to facilitate transactions. You are therefore unlikely to receive as much interest as you might have obtained had you held and invested the money yourself. From 1st May 2023, the rate of interest paid on money held in the general Client Account will be paid in line with the Bank of England base rate less 1.5%.

14.7 Interest on general Client money is calculated on cleared funds on a daily basis and compounded annually as at 30 April each year. The calculation of the interest on a file will normally be made after the conclusion of a matter and we will transfer any interest due to you in accordance with this policy promptly. In the event that the calculated total interest accruing to you for the duration of a matter is less than £50 then no interest will be paid to you on the basis that it is a de-minimis amount.

14.8 Interest is paid by the Firm's bankers on the aggregate of all Client money held in the general Client Account and, subject to any interest paid to clients in accordance with this policy, is for the benefit of us.

14.9 On occasions interest may accrue on Client's monies held by us pending the completion of a conveyancing transaction. Fees quoted in such transactions are given on the basis that any interest that may accrue will be retained by us to avoid the necessity of increasing our level of charges. Unless you specifically object to this provision you will be authorising retention of this interest by us.

14.10 If the bank in which the firm holds funds should fail we reserve the right to disclose to the FSCS the names and other details of Clients whose money is held there in order for those clients to claim compensation up to the applicable limit, currently £120,000.

14.11 We will not be liable to you or any third part for any loss or damage suffered as a result of any act, omission, fraud, delay, negligence, insolvency or default of any bank, financial institution, clearing or payments system nor that of the directors, officers, employees, agents or representatives of any of the foregoing.

15 Cyber Crime and Bank Account Fraud

15.1 Our bank account details changed on 1st August 2022. Our bank account details will not change during the course of your transaction. We will not contact you by telephone or email telling you of changes to our banking details or asking you to pay monies to any other account. We will not ask you to send us your bank details by email.

15.2 We encourage our clients and suppliers to apply multifactor authentication to online services such as email. Multifactor authentication is one of the most effective tools for enhancing security. If you do receive a communication asking you to pay monies to a different account, please do not pay it. Please speak immediately to your usual contact at New Quadrant.

16 Financial Services and Markets Act 2000

16.1 The Firm is not authorised by the Financial Services Authority for the purposes of the Financial Services and Markets Act 2000 so we may refer you to a third party who is authorised to provide any necessary advice.

16.2 The Firm is regulated by the Solicitors Regulation Authority and in certain circumstance we are able to offer a limited range of investment services to clients where they are an incidental part of the professional services that we have been engaged to provide.

17 Reporting of Savings Income Information Regulations 2003

As a paying agent under these Regulations, we are required to report to HM Revenue & Customs details of any interest or other savings income paid to individuals or certain other entities resident in other European Union Member States and certain other territories. If this affects you, we will report this information and may require some additional information from you, including your Unique Taxpayer Reference (if available).

18 Concerns, jurisdiction and governing law

18.1 If you have any concerns or complaints about our services and or our bills, please raise it with the Partner responsible for the matter. A copy of our complaints procedure is available upon request.

18.2 A copy of the Solicitors Handbook can be obtained from the Solicitors Regulation Authority website (www.sra.org.uk).

18.3 If you are not satisfied with the way in which we deal with any complaint you may then contact the Legal Ombudsman (www.legalombudsman.org.uk) at PO Box 6167, Slough, SL1 0EH, telephone 0300 555 0333, about your complaint. Normally, 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.

18.4 You may also have a right to object to our bills by applying to the Court for an assessment of the bill under Part III of the Solicitors Act 1974.

18.5 This agreement and our retainer on any matter (including any non-contractual obligations arising out of or in connection with this agreement or our retainer or any matter) will be governed by and construed in accordance with the laws of England and Wales.

18.6 The English courts have exclusive jurisdiction to settle any dispute arising out of or in connection with this agreement or our retainer or any matter (including a dispute relating to any non-contractual obligations arising out of or in connection with this agreement or our retainer on any matter) and the parties submit to the exclusive jurisdiction of the English Courts.

19 Variation

We reserve the right to vary these terms and conditions at any time in order to take account of any legal or regulatory changes or as may otherwise be appropriate.

New Quadrant Partners Limited

Dated 15 July 2024 but effective from 16 June 2023

UK GENERAL DATA PROTECTION REGULATIONS ("GDPR")

Privacy Notice and *Information*

We are New Quadrant Partners Limited. We offer legal services to both individuals over the age of 18 and company clients based in (client base – UK, EU) and we are based in 25 Bury Street, St. James's, London SW1Y 6AL

We reserve the right to update this notice at any time. The Privacy Notice will be available via our website and we will notify those affected by any substantial updates. Should any additional processing become necessary, we will notify those affected.

Who we are

New Quadrant Partners Limited is a company incorporated in England & Wales, Company No. 07179875 and registered office at 25 Bury Street, St. James's, London SW1Y 6AL ("NQP") and regulated by the Solicitors Regulation Authority under number 537866.

The firm collects, uses and is responsible for certain personal information about you. When it does so it is also regulated under the GDPR by the Information Commissioner and is responsible as 'controller' of that personal information.

The personal information we collect, use and share

In the course of your matter with us we collect the following personal information when you provide it to us:

- Name, address, date of birth, contact information (telephone and email where appropriate) National Insurance number and tax reference number (where appropriate)
- Identity information and documentation
- Additional information in relation to your matter to enable us to advise you and progress your case.

We use your personal information primarily to enable us to provide you with a service in accordance with your instructions. We also use your personal information for related purposes including identity verification, administration of files, updating existing records if you have instructed the firm previously, analysis to help improve the management of the firm, for statutory returns and legal and regulatory compliance. The information will be held in hard copy and/or electronic format.

You are responsible for ensuring the accuracy of all the personal data you supply to us, and we will not be held liable for any errors unless you have advised us previously of any changes in your personal data.

We will only take instructions from you or someone you authorise in writing.

Where you are acting as an agent or trustee, you agree to advise your principal or the beneficiary of the trust that their personal information will be dealt with on these terms.

If we are working on your matter in conjunction with other professionals who are advising you, including experts, barristers, banks, building societies, mortgage lenders, estate agents etc., we will assume, unless you notify us otherwise, that we may share and disclose relevant personal data and information about your matter to them, if we feel it is appropriate and necessary.

On occasions we ask other trusted companies to provide typing, costing, photocopying or other support work on our files to ensure that this work can be done promptly. We will always obtain a confidentiality agreement with these outsourced providers to ensure that they keep the information sent to them securely and confidentially. All routine typing and photocopying is undertaken in-house.

We use a private, secure, cloud computing service to assist us in processing and protecting your information and keeping it secure from the risks of cybercrime and fraud. All IT providers we use are subject to strict confidentiality agreements with this firm and we will ensure that they meet GDPR obligations in relation to the service they provide to us. All of the personal information you provide to us is kept in the UK; we will not transfer any of your personal data to another country outside the UK unless you specifically instruct us to do so.

There may be occasions when we are under a legal duty to share personal information with law enforcement or other authorities, including the Solicitors Regulation Authority or the Information Commissioner. If we are required to disclose information to the National Crime Agency, we may not be able to tell you that a disclosure has been made. We may have to stop working for you for a period of time and may not be able to tell you why. We cannot be held liable for any loss you suffer due to delay or our failure to provide information in these circumstances.

Occasionally some of our client files may be audited strictly confidentially by external auditors or examiners to ensure we meet our legal, quality and financial management standards. Some information may be disclosed to our professional indemnity insurers and to our financial auditors if required. We may also provide basic details of your case to Legal 500 or Chambers and Partners legal directories but this information is provided on a strictly confidential basis where this concerns individuals. Unless you tell us otherwise we will assume you have no objection. You may object at any time and refusing your consent will not affect our work for you. We will not submit files for external audit or disclose personal information to directories where there is particularly sensitive material.

We will not share your personal information with any other third party and will not issue any publicity material or information to the media about our relationship and the work we are doing for you without your explicit consent.

How long your personal data will be kept

- We will hold your personal data including your name, address and contact details plus your file of papers for a period of time, depending on the nature of your case. We will confirm this to you at the end of your case. After this period of time, your file of papers including the electronic file, will be destroyed confidentially without further reference to you, unless we contact you to confirm other arrangements or you contact us to request your file of papers at an earlier date. Further details about safeguarding your file and our file storage and destruction arrangements are provided in the File Closure Letter that will be sent to you at the end of your matter.
- In order to meet our regulatory requirements, we may be required to retain basic information about you to include your name, address and date of birth on our electronic database for a longer period of time.

Reasons we can collect and use your personal information

We intend to rely on the following lawful bases to collect and use your personal or sensitive personal data:

(a) Your consent

(b) Contractual obligations

(c) Legal Obligations

(d) Public task

(e) Legitimate interests

Marketing

Information about the firm and up to date articles which may be of interest to you are available on our website www.newquadrantpartners.com.

In relation to future marketing, we would like to keep in touch with you and let you know periodically about information that we think may be of specific interest to you or to tell you about events or developments in the firm. We ask you to provide your email address and give specific confirmation that you want to "opt in" to us sending you such information in the future. If you provide your consent, you may withdraw it at any time by contacting us to confirm that you no longer want us to contact you. If you provide your consent, we may use third party software and services to assist us in relation to the processing of our marketing communications, but we will ensure we have confidentiality agreements in place and will never disclose your information to third parties for them to use for their own marketing purposes.

If you are an existing client of the firm or we are holding documents for you such as Wills or Deeds we may rely on legitimate interests as the reason for contacting you in future. We will only do this where we feel it would be of benefit to you or where we need to update you in relation to our terms and conditions.

Your rights

Under GDPR you have a number of important rights, free of charge. Further information about these rights can be found on the Information Commissioner's Website www.ico.org.uk/for-the-public/.

If you would like to exercise any of these rights, please:

- email, call or write to our us.
- let us have enough information to identify you
- let us have proof of your identity and address (a copy of your driving licence or passport and a recent utility or credit card bill), and
- let us know the information to which your request relates, including any account or reference numbers, if you have them.

Keeping your personal information secure

We have appropriate security measures in place to prevent personal information from being accidentally lost, used or accessed in an unauthorised way. We limit access to your personal information to those who have a genuine business need to know it. Those processing your information will do so only in an authorised manner and are subject to a duty of confidentiality.

We also have procedures in place to deal with any suspected data security breach. We will notify you and any applicable regulator of a suspected data security breach where we are legally required to do so.

How to complain

We hope that we can resolve any query or concern you raise about our use of your information.

The GDPR also gives you right to lodge a complaint with a supervisory authority. The supervisory authority in the UK is the Information Commissioner who may be contacted at www.ico.org.uk/concerns/ or telephone 0303 1231113.

Changes to this privacy notice

This privacy notice was published on 24 May 2023. We may change this privacy notice from time to time. When we do we will inform you via our website or by a direct communication with you.

> HOW TO CONTACT US
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> Please contact us if you have any questions about this privacy notice or the information we hold about you, you can telephone us on +44(0)20 7430 7150 or email us at info@nqpltd.com.