

Standard Terms and Conditions

Our agreement with you

www.bradshawtrees.co.uk

1. Definitions

1.1 For the purposes of these terms and conditions ("Conditions"):

"Engagement" means the services we are to provide as described in the Engagement Letter;

"Engagement Letter" means the engagement letter to which these Conditions are attached and, except when the context requires otherwise, these Conditions;

The "Firm", "our", "us" or "we" refers to Bradshaw Trees Law Limited, its company directors or partners, its authorised agents (including consultants) and employees or any of them.

1.2 In these conditions and the Engagement Letter, any reference to a partner shall mean Karen Fletcher, company director of the Firm.

2. General

2.1 These Conditions set out the basis upon which we shall provide our services to you in connection with the Engagement.

2.2 The Engagement letter sets out further specific terms in relation to the Engagement including details of those responsible for your matter and costs, and should be read in conjunction with these Conditions. In the event of any inconsistency between the Engagement Letter and these Conditions, the Engagement Letter shall prevail.

2.3 The Engagement Letter provides a summary of your instructions and we shall not be responsible for any failure to advise or comment on any matter which falls outside the scope of your instructions. Unless the Engagement Letter expressly indicates otherwise (in which case, it will be external advice), your instructions exclude advising you on any tax and/or financial implications of the Engagement (whether on a corporate or a personal basis).

2.4 We will only be acting for you in connection with those matters detailed in the Engagement Letter and it is our intention that (subject to 16.7 no third party shall be entitled to the benefit of, or to rely on, any advice given by us in respect of this matter.

2.5 Where the Engagement is subject to the Consumer Contracts Regulations 2013 (where you are an individual not acting in the course of your business and this Engagement is a distance or offpremises contract), you have the right to cancel your instructions within 14 days of the date of the Engagement Letter, unless you instruct us to commence work within this period, in which case you lose this right to cancel.

3.Persons responsible for your matter

3.1 The Engagement Letter sets out the name and status of the person with dayto-day responsibility for your matter. Karen Fletcher, the partner of the Firm, will be responsible for the overall supervision of your matter.

3.2 Our firm specialises in employment law advice only. If you require specialist knowledge outside the Firm, we will recommend someone with that specialist knowledge. However, any terms agreed with them are unrelated to us and we accept no liability for their advice.

4. Fee information and expenses

4.1 Unless expressly stated otherwise in the Engagement Letter, our charges are based generally on time we spend and the seniority of the staff involved.

4.2 All information about our fees, costs, disbursements and expenses in these Conditions, the Engagement Letter or quotations given by us are given on a VAT exclusive basis. General details of our charges are set out in the Engagement Letter.

4.3 Time will be charged in units of 6 minutes. The hourly charging rates are subject to variation and review in accordance with Condition 4.13. Time spent on your matter includes meetings and telephone calls to and from you and others, considering, preparing and working on papers and documents, research, drafting and correspondence. Time spent travelling to and from meetings and waiting will also be charged at these rates.

4.4 In the case of overseas clients, where our fees are paid subject to any deduction or withholding in respect of tax in any non-UK jurisdiction, we reserve the right to charge you an additional amount which will, after any deduction or withholding has been made, leave us with the same amount we would have received in the absence of any such deduction or withholding. We reserve the right to charge you for any losses incurred on foreign currency disbursements as a result of changes in the exchange rates between the date of our rendering our invoice and its date of payment.

4.5 We charge for certain tasks on a value basis, rather than a time basis. Over many years, we have developed certain legal resources, transaction

structures and forms of agreement and other documents with alternative clauses. Because of the way we have developed such resources, structures and forms, we can research and formulate a structure of legal solution or create a documents suitable for your needs in a relatively short period of time. In some cases, the adaptation of the solution, form or structure for your particular need may take less time that we will charge for it. The amount of time charged will reflect the value of the solution, structure and documentation used for your situation. In addition, other factors may be taken into account, including the complexity of the work, the speed at which it has been done, the expertise or specialist knowledge that is required and of our personnel involved and the value and importance of the matter, and an additional sum may be added.

4.5 If we incur any additional costs (such as travel, printing and photocopying costs) or disbursements these will be itemised and charged to you if reasonable to do so. Disbursements include barristers' and experts fees, courier charges, accommodation and subsistence expenses, bank charges and search and investigation fees. As part of the Engagement, you authorise us to incur such disbursements and expenses as we consider necessary. We will, at any time you request, try to give you an indication of the anticipated future expenditure. However, this is sometimes difficult and any figures given are only estimates.

4.6 If the Engagement Letter gives a written estimate of our total charges in respect of your matter or if we have otherwise discussed an estimate with you, the estimate is not a fixed price nor it is binding on us, and it is only give to you as a guide unless the Engagement Letter clearly identifies otherwise. Any estimate given to you (or any fixed fee) is on the assumption that the matter does not become unduly protracted and that no further significant or material work is required than that reasonably envisaged in the Engagement Letter and based on our knowledge of the matter as at the date the estimate was given. Should information come to light during the course of the Engagement which had not been disclosed to us prior to commencement of the Engagement, but which would have had an influence on our estimate (or fixed fee), we reserve the right to revise our estimate (or fixed fee) or withdraw from this matter (in which case we will charge you for our costs to that date).

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4.7 If your matter is not completed, we will charge a fee to cover the work which we have actually done for you and the disbursements and expenses incurred on your behalf.

4.8 We shall be entitled to send interim invoices to you every month (or as agreed with you) for our costs, disbursements and expenses and a final invoice to you upon completion of your matter. You agree that we may send you invoices by post or email.

4.9 Each invoice will fall due for payment within 14 days of receipt and shall be payable without any deduction, set-off or withholding by you unless otherwise required by law. Please note we reserve the right to charge interest at 8% per annum on invoices which are not paid within 28 days, such interest being charged on a daily basis from the date payment becomes due to the date of payment by you and whether before or after any judgment. We accept payment by cheque made payable to "Bradshaw Trees Law Limited" or by direct debit or credit card (on request). Our account details are available upon request. Our VAT number is 233114945.

4.10 If any invoice is overdue for payment or you do not provide funds on account as and when requested, we may suspend or cease work on all or any of the matters on which you have instructed us. In respect of any invoice overdue for payment, we may retain all files, papers, or other documents belonging to you until all outstanding amounts have been paid. Such suspension or cessation of work may be harmful to your matter for which we will not be responsible.

4.11 We are required to address our invoice only to you. We are not permitted to address our invoice to a third party (even if it is a related group company), but may make it payable by a third party. Where another party has agreed to pay your legal fees, you will remain liable to us for our costs and disbursements and we will not be required to seek payment from that other party.

4.12 We normally review our hourly charging rates once a year and, if varied, they are usually varied with effect from 1 September in any given year. If you wish to know if there has been any change in our hourly charging rates on or after such date we will be happy to provide you with such information upon request.

4.13 If arrangements are made for a third party to pay any of our fees or disbursements or VAT, you remain responsible for the payment of any

charges to the extent that the third party does not pay our bill in full. This includes any case in which we have been instructed by your insurers to represent you under a policy of insurance.

5. Limitation of liability

5.1 For the purposes of this Condition 5,"Damage" means the aggregate of all losses and/or damages (including, without limitation, interest thereon, if any) and costs suffered, sustained or incurred, directly or indirectly, by you (or any of you) or any other person under or in connection with this Engagement or its subject matter or, where we are providing general advice on an ongoing basis, in connection with any single transaction or matter forming part of this Engagement (as the same may be amended or varied) or any advice given pursuant to it, including (without limitation) those arising as a result of breach of contract, breach of statutory duty, tort (including negligence) or any other act or omission by the Firm, but excluding any such losses, damages or costs arising from the fraud or dishonesty of the Firm or the reckless disregard by the Firm of its professional obligations or in respect of liabilities which cannot lawfully be limited or excluded.

5.2 Unless expressly stated otherwise in the Engagement Letter, the aggregate liability of the Firm to you (and each or any of you) or any third party for Damage in respect of all claims, proceedings, actions or demands brought against the Firm in connection with the Engagement or, where we are providing general advice to you on an ongoing basis, in connection with any single transaction or matter forming part of the Engagement, shall be limited to the total aggregate amount of £3,000,000 (three million pounds). For the avoidance of doubt, the aggregate of all such liabilities or, as appropriate, liabilities in connection with any single transaction or matter forming part of the Engagement, shall not exceed such amount. Details of our professional indemnity insurance are available in hardcopy at office and are also available on request.

5.3 The limit referred to in Condition 5.2 is our aggregate liability in respect of this Engagement or, where we are providing general advice to you on an ongoing basis, any single transaction or matter forming part of the Engagement, and any other engagement letter addressed to you in respect of such other work as may be agreed in writing in respect of this matter.

5.4 Subject always to the limit of liability specified in Condition 5.2, the liability of the Firm under or in connection with the Engagement or, where we are providing general advice to you on an ongoing basis, any single transaction or matter forming part of the Engagement, or its subject matter (as the same may be amended or varied in writing) shall be limited to that proportion of the total damage (after taking into account the contributory negligence, if any, of the claimants) determined in accordance with Conditions 5.5 and 5.6 to be just and equitable having regard to the extent of the responsibility of the Firm for the Damage in question; it is intended that these terms shall have the same meaning as in the Civil Liability (Contribution) Act 1978, subject to the modifications in Condition 5.5.

5.5 For the purpose of making any determination required by Condition 5.4 and, in particular, the assessment for that purpose of the responsibility and/or liability of any third party for the damage in question (whether or not such person is a party to the proceedings in which the Firm's liability hereunder is to be determined) (a "potentially liable party"), it is agreed that no account shall be taken of: (a) the potentially liable party having ceased to be potentially liable by virtue of the expiry of a period of limitation or prescription under the law of a country outside England and Wales which extinguished the right on which the claim against him was based; (b) any limit imposed on the amount of the liability of the potentially liable party by any agreement made before the damage in question occurred; (c) the dissolution, death or any other form of ceasing to exist of the potentially liable party; (d) the insolvency of the potentially liable party or any inability on the part of the potentially liable party to pay the full amount of any damages to you.

5.6 It is agreed that, if necessary for the purpose of giving effect to the foregoing provisions of this Condition 5, you shall, if so requested by the Firm, join as a defendant or other party to any proceedings against the Firm, any potentially liable party nominated by the Firm, provided always that you shall not be in breach of this obligation if such joinder is prohibited by law or rules of procedure or not permitted by the court in the relevant proceedings.

5.7 Where, notwithstanding the foregoing provisions of this Condition 5, either: (a) the court declines to apportion responsibility to a potentially liable party who is not before it and that potentially liable party is not, or cannot be joined

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as, a party to the court proceedings relating to the damage or (b) the provisions of Condition 5.5 apply and the relevant court cannot, or does not, disregard the matters stated in that Condition, the question of the extent of the responsibility of that potentially liable party and corresponding reduction in the liability of the Firm shall, at the request of any party, be referred to an expert to be appointed by agreement between you and the Firm or, in default of agreement within 30 days of such request, by the President for the time being of the Law Society. The expert shall act as an expert and not as an arbitrator and their decision, including, in particular, any reduction in the Firm's liability to you hereunder as determined by the court, shall (in the absence of manifest error) be final. For the purpose of giving effect to the foregoing, you agree to be bound by the expert's determination and that you shall not enforce any prior judgement in your favour against the Firm until the expert has delivered their determination. You further agree that any judgement in your favour against the Firm shall be and shall be deemed to be fully and finally satisfied when paid as adjusted by the reduction (if any) in the liability of the Firm determined by the expert and the payment of any costs awarded in their favour by the expert. In the event that matters arising from the same facts or circumstances are, or may be referred, to more than one expert, you agree to the consolidation of such references.

5.8 It is agreed that, having regard to our interest in limiting the personal liability and exposure to litigation of the Firm's partners, agents or employees, you will not bring any claim in respect of any Damage against any of our partners, agents or employees personally. You further agree that any advice given to you by any partner, agent or employee is on behalf of the Firm and that no personal duty is owed by any such person.

5.9 Because of the importance to our work of the information and representations supplied to us by you, your company, its directors, employees, advisors or agents, and/or others on your behalf (as appropriate), we shall not be responsible or liable to you for any Damage or other consequences to the extent that our advice is incomplete or misleading because information material to our work is deliberately withheld or concealed from us or invalid because such information is deliberately misrepresented to us. We shall not be responsible for the act or omission of any person other than us, nor shall we be liable in respect of any services or advice provided to you by persons other than ourselves. However, this exclusion shall not apply to any such Damage or consequences arising from the fraud or dishonesty of the Firm or reckless disregard by the Firm of its professional obligations or in respect of liabilities which cannot lawfully be limited or excluded.

5.10 The Firm's liability for death or injury resulting from its own negligence or that of its partners, agents or employees shall not be limited.

5.11 It is agreed that each of the foregoing provisions of this Condition 5 constitutes an entirely separate and independent provision and/or limitation of liability and that the extent and application of each such provision and/or limitation is acknowledged to be reasonable for our protection in the circumstances of this Engagement and consistent with our obligation to carry out work with reasonable care and skill, but, if any of the foregoing Conditions shall be adjudged by any court or authority of competent jurisdiction to be void or unenforceable, the remaining provisions shall continue in full force and effect.

6. Your responsibility and acknowledgements

6.1 You agree that you will provide or procure the provision to us of all relevant and material information relating to the Engagement for the proper provision of our services and all such further information that we may reasonably request and you confirm that such information shall be true, accurate and complete in all respects. We shall be entitled to rely on the accuracy and completeness of all information provided by you or any of your other advisors.

6.2 You agree to let us have clear instructions and inform us promptly if anything changes. You agree to tell us of any important dates or time limits.

6.3 You agree that we may convert any document or correspondence we receive from you or from any other person in relation to the Engagement (whether or not such document or correspondence belongs to you) into electronic digital format and upon such conversion treat it as the original document or correspondence and destroy the hardcopy received by us.

6.4 You acknowledge and agree, where appropriate, that we cannot confirm that this matter will be completed within any specific timescale, as there are a number of factors beyond our control.

6.5 You agree that we may make public the fact that we act on your behalf (unless you confirm to us in writing that you wish this information to remain confidential).

7. Termination

You may terminate your instructions to us at any time and for any reason by giving us written notice. We may stop acting for you by giving you reasonable notice (in the context of the reason to stop acting and which shall include immediate notice) where there is good reason to do so (including your failure to pay invoices, failure to provide the information we require to carry out our checks, where you suffer an event of insolvency including bankruptcy, where vour instructions involve us being breach of these law or our rules of professional practice and conduct, where you do not give us clear instructions ,where we consider there to be a conflict of interest or where there is a risk or threatened risk of harm to a partner or any other employee).

7.2 If we stop acting for you for any reason, we shall invoice to you our fees, disbursements and costs to that date. In the event of termination taking place at some point in a fixed fee or staged fixed fee matter, we will charge the relevant fee at our otherwise applicable hourly rate for the relevant personnel for any uncompleted stage and as agreed for completed stages. We shall have the right to retain any files, papers, or other documents belonging to you until you have paid any outstanding amounts.

7.3 If the Engagement is terminated for any reason, we may take such steps as are necessary to remove us from the Court or Tribunal record as your representative and you agree to bear all associated costs and disbursements, save where they arise as a result of our fraud or negligence.

8. Conflicts

Where appropriate, we check for conflicts of interest before taking on matters. If a conflict or potential conflict between you and another client of the Firm arises in respect of your matter, following discussion with you we may determine that we may no longer be permitted to continue to act for you in respect of that matter. In such a case, we will charge you accordingly to that date.

9. Data Protection

9.1 We are registered with the Information Commissioner's Office and

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are subject to the General Data Protection Regulation as implemented and updated by UK legislation (including the Data Protection Act 2018).

9.2 Processing personal information may also involve making credit and moneylaundering checks and keeping the results. In order to meet your requirements, we may also be required to process information about individuals, including directors, employees and other persons.

9.3 We will use personal information to carry out your instructions, perform services under the Engagement and for related purposes including updating and enhancing client records, analysis to help us manage our Firm records and legal/regulatory compliance. Please note that the Engagement may require us to give information (including personal information and results of our credit and money laundering checks) to third parties such as expert witnesses and other professional advisers and you hereby give consent to the provision of the same. You have a right of access under data protection legislation to the personal data we hold about you. For further information about the data we collect, how it is used and with whom it is shared, please see our Privacy Statement which is available at: www.bradshawtrees.co.uk/privacy or from our office or we will happily send you a hard copy upon request (for free). The Privacy Statement may be amended or changed by the Firm from time to time and such amendment or change notified to you shall be deemed to form part of these Conditions.

9.4 We may also use the personal information to inform you of other services, changes in the law and events and information that may be of interest to you. If you do not wish to receive details of such services, events or information, please let us know.

10. Storage of documents

10.1 We will keep your files, papers and other documents which are left with us (whether hard copy or in electronic digital format) for no more than 10 years (15 years for certain matter types) on the understanding that we have authority to destroy or delete them at the end of such period from the date the file for the matter to which it relates is closed. Please let us know before your matter completes if you wish us to retain your file for a longer period and we shall (where possible) agree suitable arrangements with you. We reserve the right to send to you any papers in relation to your matter once we no longer need them.

10.3 If we are asked to retrieve documents from storage in connection with a current or new matter for us to act in connection with, we will not normally charge for such retrieval. In other circumstances, a charge may be made for the cost of obtaining the documents, scanning / copying / printing them and for any time spent looking through them, corresponding with you and other work to comply with your instructions in relation to those deeds or documents. A charge may also be made for any expenses which we may incur.

11. Communications

11.1 We may use electronic communication with you and other advisers. Electronic communications are not completely secure and virus or errorfree. Information may be lost, corrupted, destroyed, intercepted, delayed or incomplete or otherwise adversely affected. You accept these risks and authorise electronic communication between us. We shall have no liability to you on any basis (whether in contract, tort, negligence or otherwise) in respect of any error, omission, loss or other damage arising from or in connection with any electronic communication so affected.

11.2 You agree that before transferring any money to us by electronic means you will confirm our bank details with us by telephone. Accordingly, we shall not be responsible or liable to you for any money which is lost in its transmission to us if you fail to confirm our bank details in such manner.

11.3 Please tell us if you do not wish to use electronic communication and if there are any special arrangements you would like us to make when we contact you.

12. Evidence of identity

12.1 We are governed by the Money Laundering legislation (including The Money Laundering, Terrorist Financing and Transfer of Funds (Information on the Payer) Regulations 2017, the Proceeds of Crime Act 2002 and the Terrorism Act 2000) (the "Money Laundering Legislation") and have to comply with the relevant procedures. We have adopted systems and procedures to require us to ensure that we have satisfactory evidence of the identity of our client and, where appropriate, of others from whom we receive instructions or the principals in relation to any matter. We may require you to

provide such evidence to us and we may obtain evidence from independent sources. We undertake electronic verification via a third party supplier, Smart-Search as standard (www.smartsearch.com). If further information/verification is required, we will contact you separately to request such information.

12.2 We reserve the right to request the production of documents and evidence of your identity and address and the source, application and ownership of any funds or property in order to comply with the Money Laundering Legislation. Costs, disbursements and expenses which we incur in adhering to the legislation will be chargeable to you and, where appropriate, at the appropriate hourly rate.

12.3 Any personal data we receive from you for the purposes of our money laundering checks will be processed only for the purposes of preventing money laundering and terrorist financing, or as otherwise permitted by law or with your consent. You consent to us retaining such data for longer than the five year statutory period, unless you tell us otherwise.

12.4 We reserve the right to comply with the Money Laundering Legislation in all respects. We may report any matter to the relevant authorities where there are grounds for suspecting that proceeds of crime or funds in support of terrorism are involved or where we, in good faith, consider it necessary in respect of our obligations under the Money Laundering Legislation. This may, in certain instances, override our duty of confidentiality to you.

12.5 Compliance with the Money Laundering Legislation may prohibit us from acting on your matter (in which case we may cease to act for you and charge you accordingly to that date), and we may be prohibited from informing you of this or any report we may make to the relevant authorities.

12.6 We shall not be responsible or liable for any loss, damage, costs or liability arising from our compliance with the Money Laundering Legislation or any other statutory duty we have, or ceasing to act for you or failure to carry out your instructions where we are, in good faith, acting in compliance with our obligations under the Money Laundering Legislation.

13. Financial services

Sometimes commercial work involves investments. We are not authorised by the Financial Services Authority and so

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may refer you to someone who is authorised to provide the necessary advice. However, we can provide certain limited services in relation to investments, provided they are closely linked with the legal services we are providing to you, as we are regulated by the Solicitors Regulation Authority.

14. Contentious matters

14.1 Whilst you will appreciate that it is impossible to predict with certainty the eventual outcome of litigation, we will discuss or have discussed with you whether the probable outcome will justify the expense or risk involved including, if relevant, the risk of having to bear your opponent's costs (if applicable). Our opinion can only be formed on the basis of documentation and correspondence actually provided to us and matters of which we are advised.

14.2 You agree that you shall be responsible for (and shall indemnify us against) any costs order made against us by any court, tribunal or other competent authority (and any expenses or other liability suffered or incurred by us as a result) to the extent it arises as a result of us following your instructions in the conduct of your matter. However, this obligation shall not apply to a costs order (and expenses or liability) insofar as it arises as a result of our fraud or negligence.

14.3 You agree that you will safeguard any documents which are likely to be required for disclosure.

15. Intellectual Property

Unless otherwise expressly agreed in writing, we own the rights in the work product that we produce in providing services to you. Subject to payment of our fees for services provided, we grant to you a non-exclusive, royalty free and perpetual licence to use the work product for the purposes for which we produced it for you. This licence does not allow you to give the work product to third parties to sue for their benefit unless we have specifically agreed to this in writing.

16. Miscellaneous

16.1 Sometimes we ask other companies or persons to work with us in respect of your matter (such as a barrister or translation or typing services). We will always seek an undertaking of confidentiality with such outsourced provider. If you do not want any of your work to be outsourced, please tell us as soon as possible.

16.2 External firms or organisations may conduct audit or quality checks on our

practice. You agree that we may disclose your files to such firms or organisations. These external firms or organisations are required (or will be required) to maintain confidentiality in relation to your files.

16.3 We pride ourselves on our quality of service to our clients. If, however, there is any aspect of our service with which you are not happy (including our invoice), please speak to the person with overall responsibility for your matter and/or with our partner responsible, Karen Fletcher. If for any reason we are unable to resolve the complaint or you are not satisfied with our handling of it, you may be entitled to ask the Legal Ombudsman (whose contact details are available at

www.legalombudsman.org.uk) to consider the complaint. A copy of our complaints procedure is available at www.bradshawtrees.co.uk/complaints.

16.4 The Engagement Letter, when accepted by you and any claim or dispute arising in connection with it (including non-contractual disputes or claims), shall be governed by and construed in accordance with English law and it is hereby irrevocably agreed and accepted that the courts of England are to have exclusive jurisdiction to settle any disputes or claims (including. without limitation, claims for set-off and counter- claims) which may arise out of or in connection with the Engagement Letter (including non-contractual disputes or claims). You irrevocably waive any right to object to an action being brought in those courts on the grounds that the action has been brought in an inconvenient forum or to claim that such courts do not have jurisdiction.

16.5 It may become necessary as the Engagement proceeds to change the scope of our work to include further matters that you or we think appropriate and/or to exclude certain matters pursuit of which becomes impracticable or likely to involve time and expense out or proportion to their value to you. We shall inform each other of such changes. Unless the Engagement Letter covers matters upon which you may instruct us to act, significant variations in the scope of our work will be the subject of a supplementary engagement letter.

16.6 The terms of the Engagement Letter shall apply to any further work we may be asked to carry out in connection with the Engagement, whether or not it is the subject of a supplementary engagement letter.

16.7 The Engagement Letter contains the entire agreement between us, and

replaces all previous representations and agreements between us, in respect of the Engagement. The only representations or undertakings on which either of us has relied in agreeing to the Engagement Letter are those expressly incorporated therein. However, this Condition does not exclude the rights of either of us in respect of fraudulent misrepresentation.

16.8 You agree that each and every partner, authorised agent and employee of the Firm shall be entitled to the benefit of those provisions conferred on them in these terms and conditions under the Contracts (Rights of Third Parties) Act 1999. Subject to the foregoing, the Contracts (Rights of Third Parties) Act 1999 does not apply to the Engagement Letter or any subsequent amendment to it.

16.9 All references to a statutory provision shall be construed as including references to any statutory modification, consolidation or re-enactment for the time being in force and any statutory instruments or orders made pursuant to it.

16.10 The invalidity or unenforceability of any of these Conditions or the Engagement Letter shall not affect the remainder of these Conditions or the Engagement Letter, which shall continue to bind you.

Last revised November 2021. The professional rules that we are bound by are available at www.sra.org.uk.

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