

# GENERAL TERMS OF BUSINESS

Love Limited (a limited company registered number: **03769210**) (**we, us, our or any of our trading styles**) provides advisory services in many different fields, which can broadly be categorised as:-

- Involving Restructuring, Insolvency proceedings, Court proceedings or The Insolvency Service which subdivide into:
  - a. Funded by you, the client;
  - b. Funded by a conditional fee agreement;
  - c. Fixed Fee.
  - d. Fee related to matters such as time, importance and value
- Non-contentious, which subdivide into:
  - a. Transactions between you and someone else (e.g. contracts), which subdivide into:-
    - Fixed fee;
    - Funded by a conditional fee agreement;
    - Fee related to matters such as time, importance and value.
  - b. General advice, which subdivide into:
    - Fixed fee;
    - Funded by a conditional fee agreement;
    - Fee related to facts such as time, importance and value.

This document sets out our general terms of business (**General Terms of Business**) on which we accept instructions and is in addition to the content of our separate letter (**Client Care Letter**) (if any). In the event of any conflict between these General Terms of Business and the Client Care Letter, the Client Care Letter (if any) will take precedence.

We will accept instructions from you for advice and representation on the law of England and Wales only and not on any foreign or religious law. On your behalf, this firm can instruct, with your agreement, experts to advise and represent you on foreign and religious law issues.

## 1 **OUR ADVICE TO YOU**

- 1.1 Any advice provided by us on any matter is strictly confidential and is provided to you solely for the purpose of the instructions set out in the Client Care Letter. Except with our prior written consent it may not be relied upon for any other purpose or by any other person.
- 1.2 We are not responsible for advising (or not advising) on matters which are outside the scope of our instructions set out in the Client Care Letter. We are also not responsible:
  - 1.2.1 for any changes in the law after delivery of our advice; or
  - 1.2.2 if you act or refrain from acting on the basis of any draft advice or documentation provided by us before it has been finalised.

## 2 **UNDERTAKINGS**

- 2.1 The giving and receiving of undertakings between professional parties is a routine aspect of conducting professional business and by instructing us you authorise us to give or to receive any routine undertaking on your behalf. Where an undertaking exposes us to personal responsibility to pay someone else's costs, we will normally try to agree a limit and will require to be put in funds to cover our responsibility before we give the undertaking.
- 2.2 Except in public funding cases, it is open to you to limit our responsibility and to require us to seek express authorisation for every step we take but this will increase the time we need to spend and therefore the costs for which you are responsible, which in such circumstances may not be recoverable from another party.

### 3 **YOUR INSTRUCTIONS**

- 3.1 You agree that you will at all times provide us with instructions which are clear, timely and accurate. You also agree to provide us with all information that we reasonably require in order to advise you on your matter, and you will ensure that such information is, and remains, true and accurate in all material respects and is not misleading. Unless we agree otherwise with you in writing, we will not check the accuracy or completeness of information provided by you.
- 3.2 It is important that you do not assume that information or documents which have previously been given to us or matters on which we have previously advised will be known to those instructed on a new matter. On any such new matter, please bring any such information and or documentation to our attention.
- 3.3 You are responsible for ensuring that you have all necessary rights to supply us with the information you provide and that our use of that information will not infringe the rights of any third party or result in a breach of any law, rule or regulation.

### 4 **DUTY TO THE COURT AND OTHERS AND ENGAGEMENT OF THIRD PARTIES**

- 4.1 In the course of carrying out instructions on a matter such as yours it may be customary, cost-effective or even necessary to instruct agents or to recommend a third party (such as a barrister, medical practitioner, accountant, insolvency practitioner, valuer, lawyer or foreign lawyer) and we may incur on your behalf reasonable expenses of a type which it is necessary or desirable to incur in relation to the services in question. It is implicit in your instructing us that we have your authority to instruct agents as we think most appropriate (within the cost limitations that we have agreed). Whilst we will ordinarily (but not always) instruct such third party on your

behalf, their engagement will normally be with you directly. Unless otherwise agreed in writing, you will always be responsible for such fees. Although we use reasonable endeavours to assist you in appointing a third party adviser or agent appropriate to your circumstances we do not warrant the quality of such third parties' work.

- 4.2 If any fees or payments are required to be made on your behalf we will assume instructions to discharge these but will notify you where such amounts are substantial.
- 4.3 In addition to our duty to you, the client, we also owe a duty to the Court and may undertake in the ordinary course of a transaction a duty to, for example, the solicitors acting for another party to the transaction. We cannot accept instructions from you that conflict with such duties; if you persist with instructions that we cannot accept, we will be obliged not only to terminate our retainer to you, but also to advise the Court or other person to whom we owe a duty or perceived duty appropriately.

### 5 **PROCEEDS OF CRIME ACT 2002 AND MONEY LAUNDERING REGULATIONS 2007**

- 5.1 By virtue of this legislation, we need confirmation of your identity and we are under a duty to ensure, as far as possible, that any funds dealt with in relation to your matter are legitimate. We have a duty to report any suspicions we may have of money laundering and are not allowed to alert any client whom we suspect.
- 5.2 Our reporting obligations will, in certain circumstances, override our duty of client confidentiality and we may not be permitted to inform you whether or not we have made, or might intend to make, such a report. We may have to stop working on your matter for a period of time and not be able to tell you why.

5.3 If you fail to provide us with evidence of your identity, when requested, we may be unable to act for you or, in our sole discretion, to cease acting for you.

5.4 We are unable to accept cash in excess of £3,000.

## 6 CHARGES AND EXPENSES

6.1 Our charges are based primarily on the time spent (rounded up to the nearest 1/2 of an hour) and expenses incurred in dealing with a case. Time spent on your affairs may include some or all of the following:

6.1.1 meetings with you and any other relevant person;

6.1.2 considering, preparing and working on any papers relating to your matter;

6.1.3 letters, e-mails and telephone calls (including attendance notes);

6.1.4 any time spent travelling;

6.1.5 attendance at Court hearings; and expenses incurred will include matters such as travelling expenses, photocopy costs, process servers costs and direct costs in obtaining information.

6.2 In addition to the time spent we may take into account a number of factors which include the complexity of the issues, the speed at which action must be taken, the expertise or specialist knowledge that the case requires and, if appropriate, the value of the property or subject matter involved. The rates may be higher if, for example, the matter becomes more complex than expected; we will notify you of this. Irrespective of the outcome of your matter you remain

liable to settle our bills in accordance with the terms of our engagement.

6.3 We charge separately for photocopying, printing, travel expenses, telephone calls, faxes electronic funds transfer and support services provided outside normal business hours. Details of our current charges are available on request.

6.4 We may incur additional expenses on your behalf, including barrister's fees, solicitors fees, accountants fees, insolvency practitioner fees, Companies House fees, Land Registry Fees, experts fees, couriers and stamp duty. Such expenses will be your responsibility and we reserve the right to request payment in advance in respect of them. Please note that VAT will be payable on certain expenses.

6.5 The amount of our costs which you will have to pay may be greater than the amount you can recover from another party to the matter and if this applies to you, we will advise you in more detail in writing which of course may be after any event.

6.6 All rates are quoted exclusive of VAT, which will almost always be charged in addition. We will add VAT to our charges at the rate that applies at the relevant tax point for VAT purposes - usually the date of the bill.

6.7 It is normal practice to ask clients to pay sums of money from time to time on account of the charges and expenses which are expected in the following weeks or months. We may request further payments on account for charges and expenses to be incurred as the matter progresses. When we put these payments towards your bill(s), we will send you a receipted bill. We will offset any such payments against your final bill but it is important that you understand that your total charges and expenses may be greater than any advance payments. We may also ask you to provide guarantees for your fees to us, costs and expenses. We reserve the right to

stop acting for you if you fail to provide us with a guarantee or monies on account within a reasonable time.

- 6.8 If you have instructed us that a third party will be responsible for paying our costs, we accept such instructions only on the basis that you will meet our costs if they are not paid promptly by the third party or in advance if required.
- 6.9 We periodically review our charging rates, usually twice per year, to take account of changes in our overhead costs. We will notify you in writing of any increased rate.
- 6.10 Please note that for security reasons, cheques issued by us may be stopped if they are not cashed within 3 months – or less - of the date of issue. If a cheque that you receive from us is stopped, please contact our Ms K Verrando of our Finance Department on 0330 320 8013 to arrange for alternative means of payment if appropriate.

## 7 **ESTIMATES**

In dispute matters and transactions involving you and someone else, the time spent will be affected by the attitudes adopted by the other parties and their solicitors/advisors. We cannot, therefore, quantify in advance the time we are likely to be obliged to spend to do justice to your instructions. We will, however, provide you with our best estimate of charges, including disbursements and Counsel's and solicitor fees if applicable, both at the outset of the matter and at regular intervals or at your request. Any change in your own instructions may also involve us in additional time which may affect the estimate given.

## 8 **BILLING ARRANGEMENTS**

- 8.1 The Client Care Letter sets out the basis upon which the costs that are payable in connection with this matter will be dealt

with. If payment is made by credit card you will also be charged a commission for the transaction based on a set percentage of the payment. The percentage will be that applied by our bank on the date of the transaction.

- 8.2 Payment is due to us upon request, an invoice will be provided once cleared funds have been received. We will charge you interest on the bill at 8% per annum (compounded monthly) above the base rate of our current bank from the date of the bill if you do not pay our bill within 28 days from the date we sent you the invoice or request. Interest will be charged on a daily basis.
- 8.3 If you have any query about your bill, you should contact the consultant or supervisor with responsibility for your matter straightaway. If your query is not resolved please contact our Client Care Partner in accordance with our complaints procedure.

## 9 **CURRENCY**

- 9.1 We expect our accounts to be settled in Pounds Sterling. In the event of our agreeing to receive payment in any other currency, the following principles will apply:
  - 9.1.1 payments on account will be converted from the applicable currency to Pounds Sterling, at the rates obtainable from our bankers for the sale to them of such currency, on the day of banking. Any balance due to you on conclusion of the transaction, after deduction of agreed costs and expenses (plus VAT if applicable) in Pounds Sterling, will be converted back to the applicable currency at the rate obtainable from our bankers for our purchase of such currency on the day of drawing a cheque;

9.1.2 bills will be converted from Pounds Sterling to the applicable currency, at the rate obtainable from our bankers for the purchase of such currency, on the date of the bill but if the bill is not paid within 28 days then, in addition to interest, we shall have the right (exercisable at our sole discretion) to apply the conversion rates available for the purchase of such currency on the date of actual payment.

## 10 STORAGE OF PAPERS AND DOCUMENTS

10.1 We are entitled to keep certain of your papers and documents while there is money owing to us for our charges and expenses. We will keep our file of papers (except for any of your papers which you ask to be returned to you) for a period we feel is reasonable

10.2 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 such retrieval. However, we may make a charge based on time spent producing stored papers or documents to you or another at your request. We may also charge for reading, correspondence or other work necessary to comply with the instructions given by you or on your behalf.

## 11 FACILITIES FOR DISABLED CLIENTS

We have made a number of provisions to make it easier for disabled clients wishing to use our services. If you have a particular disability or requirement that you feel we should be aware of, please contact us in advance of any appointment, and we will do what we can to ensure that appropriate arrangements are made including meeting at alternate locations albeit extra costs may be incurred by you in exceptional instances.

## 12 QUALITY ASSURANCE

As a firm we are committed to providing the highest quality of service and, to this end, we comply with professional standards. As part of the compliance process our performance may be monitored and client files, which may include yours, are randomly selected for independent from time to time. We reserve the right to allow your file to be audited in this way. The audit process is confidential and may legally be required.

## 13 COMMISSION, INTEREST, INVESTMENT AND REGULATION OF INSURANCE MEDIATION AND OTHER ACTIVITIES

13.1 We will account to you for any commissions earned on investments.

13.2 Client money paid to us will be held in a designated non-interest bearing client account.

13.3 This firm is authorised by the Financial Conduct Authority.

13.4 If, while we are acting for you, you need advice on investments, we may have to refer you to someone who is authorised by the Financial Conduct Authority.

13.5 As we are authorised and regulated by the Financial Conduct Authority we are able to engage in certain activities on behalf of clients in relation to consumer credit and consumer hire agreements, debt adjustment and debt counselling where these activities arise out of or are complementary to the professional service by us to a client, and where the provision of our service in the course of carrying on such activities is incidental to the provision by us of professional services. These activities may be limited in scope. They broadly comprise acting for consumers in negotiating terms for

discharging debts (debt adjusting) or advising them on paying off their debts (debt counselling) under consumer credit/hire agreements, and acting for clients in performing their duties (debt administration) or obtaining payment of debts (debt collection) under consumer credit/hire agreements.

13.6 If, following completion of your matter, the balance held on your behalf on our client account is less than £1.00 (one pound) you authorise us to send the balance to our nominated charity of the year (as from time to time may be shown on our website). If you do not wish us to do this, please confirm this in writing to us prior to completion of your matter.

#### 14 **INSURANCE**

14.1 We maintain professional indemnity insurance, and a copy of our current insurance policy is available for inspection at our offices.

14.2 We may be required by the terms of our professional indemnity insurance, to disclose documents and/or information relating to your matter to our insurers, if circumstances arise which might give rise to a claim being made against us, even if you have not actually brought a claim. You agree to waive your right to confidentiality in such documents and information in circumstances where we are obliged to make disclosure to our insurers.

#### 15 **LIMITATION OF LIABILITY / CLIENT MONIES – YOUR ATTENTION IS PARTICULARLY DRAWN TO THE CONTENT OF THIS CLAUSE 15**

15.1 This clause 15 sets out the entire financial liability of us (including any liability for the acts or omissions of our employees, agents and/or consultants) to you.

15.2 Nothing in these General Terms of Business or the Client Care Letter shall exclude or limit our liability to you for:

15.2.1 death or personal injury caused by our negligence;

15.2.2 fraud or fraudulent misrepresentation on our part; or

15.2.3 any matter in respect of which it would be unlawful for us to exclude or restrict liability.

15.3 Without prejudice to clause 15.2, we shall not under any circumstances whatever be liable, whether in contract, tort (including negligence) or restitution, or for breach of statutory duty or misrepresentation, or otherwise, for any:

15.3.1 loss of profit, loss of goodwill, loss of business, loss of business opportunity, loss of anticipated saving;

15.3.2 special, indirect or consequential damage;

15.3.3 any liability whatsoever arising out of any action that we, in good faith, consider is necessary for us to comply with anti-money laundering legislation;

15.3.4 services or advice given by third parties whom we instruct on your behalf; or

15.3.5 any failure to fulfil our obligations caused by circumstances which are beyond our reasonable control.

15.4 If you suffer loss for which we and any other person are jointly and severally liable to you, the loss recoverable from us by you shall be limited so as to be in the proportion to our relative contribution to the overall fault of us, you and any other person in respect of the loss in question.

15.5 If, as a result of any exclusion or limitation of liability agreed by you with any other person the amount which we are able to claim as a contribution from such other person, in connection with any claim by you against us arising out of or in connection with the engagement is reduced, our liability to you in respect of such claim shall be reduced by the amount of such reduction.

15.6 Without prejudice to clause 15.2, the total aggregate liability of us to you, whether for breach of contract, tort (including negligence, misrepresentation or otherwise), statutory duty or otherwise arising out of or in connection with our engagement and whether related to any act, omission, statement or delay in acting will be limited to £100,000.

15.7 Client account monies are placed by us at various deposit-taking institutions including Barclays Bank Plc. You agree that we would not be held liable for losses resulting from a banking failure. Alternate remedies may be available by way of further explanation:

15.7.1 the normal £75,000 Financial Services Compensation Scheme (FSCS) limit applies to individual clients and small companies (as defined by the FSCS) but should you hold personal monies in the same deposit-taking institution as our client account, the compensation limit remains £75,000 in total.

15.7.2 any corporate body clients which are not considered to be a "small company" by the FSCS, would not be eligible for compensation.

15.7.3 some deposit-taking institutions have several brands (i.e. where the same institution is trading under different names). You should check either with the deposit-taking institution, the FCA or your financial advisor for more information.

15.7.4 we would need your consent for the disclosure to FSCS of your client details in the unlikely event of a deposit-taking institution failure

15.8 All correspondence and communications sent by us in the performance of our services, whether signed by a partner/member, consultant or employee, shall for all purposes be assumed to have been sent by us. In the event of any liability arising out of our engagement, or otherwise arising out of or related to the performance of our services, such liability shall be a liability of us and not of any partner/member, consultant or employee of us. By engaging us to carry out work on your behalf you irrevocably agree that you will not bring any claim arising out of or in connection with our engagement personally against any individual member / partner, employee or consultant of us. You also irrevocably agree that the Contracts (Rights of Third Parties) Act 1999 shall apply to this clause 15.8 to the extent necessary to ensure that any partner/member, consultant or employee of us shall have the right to enforce this clause 15.8 in his/her own right, pursuant to section 1(1) of the Contracts (Rights of Third Parties) Act 1999.

## 16 **TERMINATION OF YOUR INSTRUCTIONS**

16.1 You may terminate your instructions to us in writing at any time but we will be entitled to keep all your papers and documents while there is money owing to us for our charges and expenses incurred.

16.2 In some circumstances we may consider we ought to stop acting for you, for example, if you cannot give clear or proper instructions on how we are to proceed, or if it is clear that you have lost confidence in how we are carrying out your work.

16.3 We may decide to stop acting for you only with good reason, for example, if we consider it to be in your best interests that

we cease to act, if you do not pay an interim bill or comply with our request for a payment on account. We must give you reasonable notice that we will stop acting for you albeit that notice may be immediate if we deem it necessary.

- 16.4 If you or we decide that we no longer act for you, you will pay our charges up to the date of termination of instructions by notice in writing on fixed fee or an hourly basis and expenses as set out in these General Terms of Business.

### **OUR COMPLAINTS PROCEDURE**

- 16.5 We are committed to providing a high quality advisory service to all our clients. When something goes wrong we need you to tell us about it, so that we can sort it out if you are right.

- 16.6 What is a complaint?

16.6.1 If you are unhappy with the service provided or you are dissatisfied with anything we have done or failed to do for you, you must feel free to complain to us. Even if you are just worried or confused, please feel free to use this complaints handling procedure. Making a complaint will not prejudice anything we are doing for you. You may also use this complaints procedure if you think that we have been unreasonable in refusing to act for you.

- 16.7 Our Complaints Procedure

16.7.1 If you have a complaint, please contact us with full details so that this may be fully investigated. We would like complaints to be in writing either by letter (addressed to the Client Care Partner at Love Limited, G132, A2 Building, Cody Technology Park, Ively Road, Farnborough, Hampshire, GU14 0LX) or

email to [info@vzx-consultancy.com](mailto:info@vzx-consultancy.com)

- 16.7.2 If you cannot put your complaint in writing or do not want to do so, please telephone our Client Care Partner (Kathy Verrando) on 0330 320 8013.

- 16.8 What Will Happen Next?

16.8.1 We hope it is obvious but we will not charge you for dealing with your complaint.

16.8.2 We will send you a letter acknowledging receipt of your written complaint normally within two days of receipt. We will acknowledge verbal complaints within the same period.

16.8.3 We will then investigate your complaint. This will be undertaken by our Client Care Partner, Kathy Verrando, sometimes with assistance from the relevant Team Leader.

16.8.4 Kathy Verrando will either send to you a detailed written reply including, if appropriate, our suggestions for resolving the matter or invite you to a meeting to discuss your complaint, normally within 21 days of sending you the acknowledgment.

16.8.5 Within seven days of a meeting with you, we will write to you to confirm what took place and any solutions he has agreed with you or proposes.

16.8.6 If your complaint is upheld we will offer you a remedy (which might be financial or non financial) that we believe compensates you for the loss and or inconvenience that you have suffered.

16.8.7 If you are dissatisfied with the Client Care Partner's decision you will have a right to appeal to the Managing Partner, Michael Lord-Castle.

16.8.8 Michael Lord-Castle will then review the Client Care Partner's written reply and respond to you within 21 days from receipt of your appeal. Where appropriate, you may be invited to a meeting to discuss and hopefully resolve your complaint.

16.8.9 We usually have a maximum of 8 weeks in which to give you a final response and if you are not satisfied with either the Client Care Partner's or the Managing Partner's decision you would normally then have 6 months (running from the end of the 8 weeks or our earlier final response) to refer your complaint to the Financial Conduct Authority. If by the end of the 8 week period we have not given you a final response you have the option of referring your complaint to the or waiting for our final response. If you decide to wait you will normally have 6 months from the date of our final response to complain to the Financial Conduct Authority.

16.8.10 If your complaint is about Kathy Verrando, please address your letter directly to Michael Lord-Castle.

16.9 If we have to change any of the timescales above, we will let you know and explain why.

## 17 **CONFLICTS**

17.1 Our professional rules prevent us from knowingly accepting instructions from two or more clients where there is a conflict, or a significant risk of conflict, between the interests of those

clients. Should a conflict of interest arise we will discuss the matter with you with a view to resolving the conflict. If we cannot resolve the matter it may be necessary for us to cease acting for you on that matter or generally; you agree that in such circumstances this will not prevent us from acting for another party involved in the matter giving rise to the conflict. In the absence, in our opinion, of a legal conflict of interest our relationship with you will not prevent us from acting for other clients.

17.2 Where in the course of our instructions our duty of confidentiality to one client comes into conflict with our duty of disclosure to another client, you acknowledge and agree that our duty of confidentiality takes precedence.

## 18 **TRANSFER OF YOUR CONTRACT WITH US**

The benefit of your contract with us will not be transferred to anyone other than an organisation which takes over our practice, unless we get your prior written consent.

## 19 **EMPLOYEE TRANSFERS**

If by accepting instructions to act for you any of your employees or any employees of any other person, firm, company or organisation are transferred to us by reason of the Transfer of Undertaking (Protection of Employment) Regulations 2006, or any statutory modification or re-enactment of such regulations for the time being in force, you shall indemnify us on demand against any redundancy costs (whether statutory or contractual) and notice payments as well as any other liabilities arising out of or in connection with such transfer.

20 **DATA PROTECTION, CONFIDENTIALITY AND ELECTRONIC COMMUNICATIONS**

20.1 In accordance with the Data Protection Act 1998, we are obliged to inform you that we will hold your details on our database. Any personal information which you provide to us is confidential. We do not provide this information to third parties other than in the proper conduct of your affairs or with your express consent. We may use the personal information that you provide us, or which we obtain through our dealings with you, for the provision of our services to you and for billing, administration, record keeping purposes, for legal and regulatory compliance purposes and to inform you of legal developments that may affect you. We may also use your personal data to inform you of new products, services or events which we think may be of interest to you. We may contact you by any means of communication including, but not limited to, telephone, post, e-mail or fax. If you do not wish to be contacted in this way then please contact us on info@vzx-consultancy.com or write to us at our registered office address.

20.2 We will conduct much of our communication by e-mail. However, you acknowledge and agree that e-mail is not fully secure, may be intercepted by third parties and may not always reach its intended recipient. All important communications sent to us by e-mail should be followed up with a phone call, fax or printed copy by post to ensure that it is received by us unless we confirm receipt of such communication you should assume we are not in receipt.

20.3 We shall use reasonable endeavours to ensure that e-mails we send are free from viruses and any other materials which may cause harm to any computer system. You undertake to do the same on any e-mail that you send to us. We do not

download programs to open email attachments other than those provided directly from Microsoft or Apple.

21 **EQUALITY AND DIVERSITY**

We are committed to promoting equality and diversity in all our dealings including with clients, employees and third parties. A copy of our equality and diversity policy is available upon request.

**SEVERANCE**

If any provision of these General Terms of Business (or part of any provision) is found by any court or other authority of competent jurisdiction to be invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed not to form part of these General Terms of Business, and the validity and enforceability of the other provisions of this agreement shall not be affected.

22 **THIRD PARTIES**

22.1 Except as expressly provided elsewhere in these General Terms of Business, a person who is not a party to this agreement shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of your agreement with us. This does not affect any right or remedy of a third party which exists, or is available, apart from that Act.

22.2 The rights of the parties to terminate, rescind or agree any variation, waiver or settlement under your agreement with us are not subject to the consent of any other person.

## 23 **ENTIRE AGREEMENT**

23.1 The Client Care Letter together with these General Terms of Business sets out the entire agreement and understanding between you and us and replaces any previous agreement, understandings or arrangements between us relating to the services we provide. We do not however exclude liability for any fraudulent or dishonest statement or act.

23.2 These General Terms of Business can only be amended in writing by the Client Care Letter or other agreement between you and us that specifically refers to these General Terms of Business.

## 24 **GOVERNING LAW**

These General Terms of Business and the Client Care Letter are governed by, and are to be construed in accordance with, English law. You and us irrevocably agree to submit for all purposes in connection with this agreement to the non-exclusive jurisdiction of the courts of England and Wales.

## 25 **CONCLUSION**

Please note that your continuing instructions in this matter will amount to your acceptance of these General Terms of Business and any Client Care Letter issued to you.