Lexstone Lawyers

A pure law firm

LEXSTONE LAWYERS – TERMS OF BUSINESS

1. INTRODUCTION

1.1 These terms of business ("**Terms of Business**") are produced for the benefit of and apply to clients of Lexstone Lawyers (the "**Firm**") in respect of legal professional services and advice we are asked to provide and/or arrange ("**Legal Services**"). These Terms of Business and any related engagement letter explain the basis upon which we accept instructions and charge for Legal Services.

1.2 These Terms of Business apply to all Legal Services provided by us and supersede and replace all terms of business in relation to Legal Services previously in force.

1.3 We provide Legal Services in respect of the laws of Jersey and such other jurisdictions as we may from time to time agree in writing. In these Terms of Business, "**we**" and "**us**" refer to the Firm and "**you**" refers to the client or clients.

2. OBJECTIVE

2.1 Our objective is to provide you with high quality, efficient and timely Legal Services. We will act in what we perceive to be your best interests, keeping your affairs confidential and, in the event that any conflicts of interest may arise, point these out to you as soon as practicable after we have become aware of any such conflict.

3. TERMS

3.1 We shall provide Legal Services on the following terms:

(a) you should, unless otherwise agreed, provide initial instructions in writing. It is vital that you provide us with all relevant information (including electronically held information) and documents, indicate any gaps, and keep us informed of any material changes in your instructions, knowledge or circumstances or any matter having a bearing on the matter;

(b) we shall not do anything or be required to do anything which in our opinion may conflict with the laws and regulations of Jersey or the terms of any permits, consents, licences or applicable codes of practice made thereunder by any competent authority in Jersey, nor shall we be required to do anything which may give rise to any risk of criminal or civil liability or prosecution in any part of the world;

(c) save as expressly agreed in advance in separate and specific instructions, we are not and do not hold ourselves out as being experts in or having knowledge of the laws or regulations of any jurisdiction other than Jersey;

(d) we shall keep confidential all information and documents concerning the business in respect of which we are requested to provide Legal Services and any transaction or matter involving you unless:

(i) we are required to disclose information under the laws and regulations of Jersey or by order of the Jersey courts or any other courts of competent jurisdiction, or the failure to make such disclosure would, in our opinion, be prejudicial to us, our staff or any agents;

(ii) we are authorised by you to disclose any information;

(iii) we are working with other advisers on your behalf, in which case, unless you expressly instruct us otherwise, we will disclose such information to them in furtherance of the provision of Legal Services as in our view is appropriate;

(iv) the information concerned is already in the public domain; or

(v) it is necessary or desirable to disclose the same to defend any claim against us,

and accordingly you waive your rights to privilege in respect of any disclosure of information as set out above;

(e) we shall not be required or under a duty to disclose to you any information we may have or be deemed to have about any matter affecting you which we may have acquired in the course of acting for or providing services to any other client;

(f) notwithstanding our duties and responsibilities in relation to the Legal Services, you shall retain responsibility and accountability for:

(i) the management, conduct and operation of your business and your affairs;

(ii) deciding on your use of, choosing to what extent you wish to rely on, or implementing advice or recommendations or other products of the Legal Services supplied by us;

(iii) making any decision affecting the Legal Services, your interests and your affairs; and

(iv) the delivery, achievement or realisation of any benefits directly or indirectly related to the Legal Services which require implementation by you;

(g) we may rely on any instructions or requests made or notices given or information supplied, whether orally or in writing, by any person whom we know to be or reasonably believe to be authorised by you to communicate with us for such purposes. We may receive information from you or from other sources in the course of delivering the Legal Services;

(h) any product of the Legal Services released to you in any form or medium shall be supplied by us on the basis that it is for your benefit and information only; and

(i) in the event of a seriously disruptive event occurring at the offices of the Firm, we shall endeavour to restore our Legal Services as soon as practicable. We cannot accept responsibility for any delay caused by such disruption or for any other consequences beyond our reasonable control.

4. YOUR RESPONSIBILITY

4.1 You undertake to provide us with instructions. You also undertake to provide all documentation required to complete the Legal Services in a timely manner and to safeguard any documents which are likely to be required for disclosure or otherwise in support of the instructions you provide to us.

5. PROFESSIONAL INDEMNITY INSURANCE

5.1 The Firm has professional indemnity insurance in place.

5.2 We may disclose any information to our professional indemnity insurers or advisers.

6. JOINT CLIENTS

6.1 If we are instructed by more than one person or more than one representative of a company which is our client, we are entitled to act on the instructions of any one of such persons and to correspond with any of such persons unless otherwise agreed.

6.2 In this situation there will be no rights of confidentiality between such persons or representatives, so that all information and documents can be shared with any one of you. If there is a difference of opinion on your instructions you may need to be separately represented and, if a conflict of interest arises between you or your representatives, we may have to cease acting for both or all such persons or companies.

7. LITIGIOUS OR CONTENTIOUS MATTERS

7.1 Our primary duty is to the court and we have a fundamental duty not to mislead the court. In the unlikely event of a conflict arising we may have to decline to act for you further.

7.2 In certain civil court proceedings it is the duty of a litigant not only to tell the truth but also to give full and frank disclosure, including evidence of allegations or defences of the opponent, usually where the opponent is not in court. There is a duty to supply at the relevant time lists of documents (discovery) and permit inspection of documents that are relevant to any fact or matter in issue and which are in your custody, power or control. (Documents mean hard copy, electronic, microfiche, audio tapes, video tapes etc., including internal e-mails capable of being recovered even if deleted or purged, and include all communications.) It is, therefore, essential not to dispose of or put beyond your custody, power or control any such documents that may need to be discovered and inspected, and to provide us with all such documents in due time.

7.3 On winning your case the court may order the other party to the action to pay your taxed or assessed legal costs. These costs are typically 20–40% less than the true legal costs which you will incur and for which you will remain liable to us.

7.4 On losing your case, the court will usually award the legal costs against you and you will be liable for the other parties' legal and other costs in addition to your own.

7.5 Whatever the outcome, the court has a discretion to award legal costs as it thinks fit and the winning party is not always assured of a full or favourable costs order. You may incur third party and other costs that you cannot recover in any event.

7.6 When proceedings are commenced they can only be withdrawn by consent or with leave of the court, and the court may impose terms such as payment of the costs of the other party.

7.7 The court generally expects the parties to pursue litigation expeditiously and to meet certain standards and requirements over which we cannot exercise cost control. The court will generally expect the parties to try to settle differences by agreement or by mediation and this can affect the award of costs.

8. PROFESSIONAL UNDERTAKINGS

8.1 If you or your agent instruct us to give a professional undertaking we reserve the right to refuse to do so. Where we give any such professional undertaking we will usually require you to support this in writing and to confirm agreement to the terms. In any event we will be entitled to full security to meet the obligations incurred on your behalf and all costs associated with the undertaking on a full indemnity basis. An undertaking once given (and subject to its terms) will not necessarily be able to be withdrawn and may be for an unlimited time.

8.2 In relation to any such undertaking given on your behalf, you agree fully and immediately to indemnify us in respect of all claims, time costs, liabilities and disbursements incurred by us in complying with it.

9. POWERS OF ATTORNEY

9.1 Where you provide us with a power of attorney we may act on that power of attorney in accordance with its terms, consistent with your general instructions and without the need for your specific written

instructions to act upon it. Nevertheless, we reserve the right to request specific written instructions and may at our discretion refuse to act without such written instructions.

10. FEES

10.1 In the absence of any agreement to the contrary, we will charge for the Legal Services on the basis of the time spent in carrying out the work. Time spent will include time spent in conducting customer due diligence procedures and travelling to or from any meetings.

10.2 Time based fees will be charged at varying rates depending on the nature of the work and the level of the lawyer/fee earner undertaking such work. These rates may be changed from time to time. Full details of rates will be provided on request. The precise rate will be based on a number of factors including:

(a) whether the work required to be done is of a routine nature or of a complex and novel nature in relation to a specific transaction;

(b) whether specialised legal knowledge is required in connection with the advice;

(c) the complexity and/or value of your business, whether generally or in relation to the specific transaction;

(d) the amount of information and/or the volume of documents which we may have to review in connection with the legal advice;

(e) the importance and urgency of any action required to be taken in connection with the matter;

(f) the time of day at which any work required to be done was carried out; and

(g) the amount of time spent in carrying out the work.

10.3 Time spent on a matter will be recorded by all members of the Firm dealing with it and the total time recorded will be one, but not the only, factor taken into account in assessing the level of fees to be charged for work done on a time spent basis. We will always be willing to discuss the basis for charging a particular matter at the outset. It may be possible to give an indication of costs but this is unlikely in litigation.

10.4 Where hourly rates are given these are exclusive of tax and disbursements.

10.5 Where an estimate of fees is requested and given, unless otherwise agreed, it is only an indication of the amount anticipated as being the likely charge and shall not be regarded as an agreed fee for the work on the transaction unless specifically confirmed as a fixed quotation. No estimate or quotation will be effective unless given in writing. In particular, any estimate or quotation will be on the basis of the information you have given us, that you have provided us with all key information and documents at the outset, that there are no material changes of instruction or circumstances, that the fee does not include disbursements and costs, that there are no unforeseen complex, legal or other issues and that we do not need to liaise with other non-identified parties. Our charges may therefore differ from estimates and quotations, which are provisional. We can indicate current unbilled time costs on request.

10.6 Where we are obliged to charge goods and services tax or any other similar tax in respect of any of the services which we provide, we will add the relevant tax to our charges and disbursements at the applicable rate from time to time in force. All estimates or quotations given by us (or on our behalf) are given exclusive of disbursements and exclusive of any goods and services tax or any other similar tax unless otherwise expressly stated.

10.7 There will be a charge in respect of complying with AML/CFT/CPF obligations which will be confirmed on a matter-by-matter basis and is currently set between £100 and £300 per transaction depending upon complexity. In addition, there will be a sundry charge to cover routine photocopying, binding, postage, telephone calls and other nominal charges. This is currently set at 3% of our own legal fees invoiced.

11. BILLING POLICY

11.1 Our normal policy is to bill matters (other than those on which a scale fee will be charged) on an interim basis at least every month or at completion of a transaction if earlier. In some cases, particularly for significant matters, we reserve the right to set a limit for unbilled time and render an account whenever this limit is reached.

11.2 All disbursements made on your behalf (including company searches, court fees, travel expenses, charges for document production, photocopying and facsimiles) will be charged on the next bill sent to you, although we reserve the right to require payments in advance for significant disbursements which are likely to arise. We also reserve the right to request payments on account of future fees and third party costs to be incurred in a matter. Such payments on account will almost always be required in matters of a litigious or contentious nature.

12. PAYMENT TERMS

12.1 All fees and disbursements will be due (without any right of set off) for settlement in sterling upon presentation of our invoice. Interest at the rate of 2% per month above the Bank of England base rate will be added to all fees and disbursements which remain outstanding for more than 14 days from the invoice date, until all fees and disbursements are paid in full. In addition, we reserve the right to add administration fees to cover the recovery of all fees and disbursements.

12.2 If we hold monies in a clients' account (whether as a result of a request for monies to be held on account of future fees and disbursements or not) then we may settle any invoices for fees and disbursements out of any such monies held in the clients' account as soon as the invoice has been rendered and drawn to your attention.

12.3 Where any fees and disbursements remain outstanding for more than 60 days beyond their invoice date we reserve the right to cease providing any Legal Services until all outstanding fees and interest thereon have been settled in full and an amount has been received on account of future fees and disbursements. On ceasing to provide any such Legal Services as a result of fees and disbursements being overdue, we will not answer any correspondence or attend to any filings or other matters which may need to be attended to on your behalf in relation to the Legal Services, and we shall not incur any liability as a result of our ceasing to provide Legal Services in these circumstances. We reserve the right to charge for time spent in collecting overdue fees, disbursements and third party charges.

13. CLIENT MONIES

13.1 The Firm's policy is not to accept cash from clients.

13.2 Monies paid to the Firm on your behalf in connection with the Legal Services will be collected and held by us in the clients' account on your behalf. When any monies are transferred to our clients' account you agree that the monies will be held subject to these provisions.

13.3 All monies held in our clients' account will be held to your order or as instructed by you, but will only be paid away on your express written instructions and subject to our having satisfied all regulatory requirements and all taxation requirements in respect of monies so held and the payee.

13.4 All monies held in a clients' account will earn interest which will be calculated and accrued on a quarterly basis in arrears. If the interest earned in a calendar quarter exceeds £20, the amount of such interest earned and accrued will be added to the balance of monies in the clients' account.

13.5 Where interest earned in the calendar quarter is equal to or less than £20 there will be no entitlement for you to receive interest on the monies in such account, as the administrative costs of arranging for the calculation and accrual of such amounts of interest will exceed the value of the interest earned.

13.6 Unless otherwise agreed, it shall not be our responsibility to comply with any reporting requirements which may arise in relation to the receipt of interest on monies held in the clients' account.

13.7 In the event of any bank at which a client account is held being subject to or undergoing any form of "insolvency" (such as *désastre*, liquidation, administration or any similar process), we shall not be liable for any losses, damages, liabilities, claims, costs and expenses howsoever arising from the insolvency including, without limitation, the loss of any or all of the monies held by the client account bank as referred to above.

13.8 We shall not be responsible for seeking or undertaking any due diligence on any bank's financial position.

14. TAX ON INTEREST

14.1 Jersey does not levy any withholding tax on interest save in certain situations in respect of an EU resident individual taxpayer. By agreement of the Jersey authorities, the European Savings Tax Directive applies to payments of interest made by a paying agent resident in Jersey to an EU resident individual taxpayer. For the purpose of our client due diligence procedures, in order to determine whether a person is an EU resident individual taxpayer, we may require you to provide us with your tax identification number of the country of tax residence or suitable alternative confirmation regarding your country of tax residence.

14.2 Where we are a paying agent and have to pay interest to an EU resident individual taxpayer, we will be required to retain the appropriate amount of tax from any interest payments made and account for the amount, but without disclosing any identities, to the taxation authorities in Jersey (for onward transmission of the amount to the taxpayer's country of tax residence). If the individual elects to allow disclosure of his identity the interest is paid gross and free of any retention.

15. COMMISSIONS

15.1 Save as otherwise agreed in writing, we may retain commissions or other payments customarily or by usage payable as a result of transactions entered into for your account without liability to account therefor. We do not, however, seek to obtain any commissions as a term of doing business with any third party.

16. COMMUNICATIONS

16.1 You will keep us informed as to your contact details to enable us to communicate with you, especially if the matter is urgent or sensitive.

16.2 In the event of our needing to give you any notices in respect of the Legal Services pursuant to these Terms of Business, or if we otherwise need to communicate with you, we shall do so by way of letter, fax, e-mail or telephone at your usual address or number or the address or number last given to us for communications generally. Where you send us a communication from a particular address, e-mail address or number we may respond to that address, e-mail address or number unless you specifically request us not to do so.

16.3 We do not encrypt messages unless by prior agreement, cannot guarantee the security of any transmission in any event, and accept no responsibility or liability for the same. If you do not wish us to communicate with you by any particular method then you must instruct us accordingly.

16.4 We reserve the right to record telephone calls.

17. USE OF ARTIFICIAL INTELLIGENCE

17.1 We may use artificial intelligence ("**AI**") tools to assist in providing the Legal Services. We use only AI tools that the Firm has approved following due diligence on their contractual terms, data handling and security arrangements. We do not permit client information to be used to train AI models.

17.2 By instructing us, you consent to our processing your confidential information, including information subject to legal professional privilege, using approved AI tools. We will not enter your confidential information into publicly available AI tools.

17.3 The Firm remains fully responsible for the Legal Services. AI output is reviewed and verified by an appropriately qualified member of the Firm before it is relied upon or provided to you, a court or any other party.

17.4 Where we use AI, our fees will reflect the work actually done, and any resulting time or cost savings will be reflected in our estimates and invoices. On request, we will explain how AI has been used in your matter and how its output has been verified.

17.5 We will comply with any requirement of a court to disclose or certify the use of AI in material submitted to it.

17.6 We recommend that you do not enter our advice, correspondence or other confidential or privileged material into publicly available AI tools, as doing so may compromise confidentiality and privilege. Where material you provide to us has been generated or altered using AI, we may need to verify it before relying on it, and time spent doing so will be charged in accordance with clause 10.

17.7 If you do not wish us to use AI tools in relation to your matter, or wish to restrict their use, please tell us in writing.

18. ELECTRONIC COMMUNICATIONS

18.1 We may communicate electronically with you and other parties in relation to the Legal Services. However, the electronic transmission of information cannot be guaranteed to be secure or virus or error free, and such information could be intercepted, corrupted, lost, blocked, destroyed, arrive late or incomplete or otherwise be adversely affected or unsafe to use. We both recognise that systems and procedures cannot guarantee that transmissions will be unaffected by such hazards. We will need to access electronic information and resources in carrying out the Legal Services, including via an internet connection for remote access.

18.2 We will not be liable for misdirection or any defect referred to above, and you agree to accept these risks.

19. WAIVER AND ASSIGNMENT

19.1 Failure by you or us to exercise or enforce any rights available to us shall not amount to a waiver of any such rights. Neither you nor we shall have the right to assign the benefit (or transfer the burden) of these Terms of Business to another party without the written consent of the other party.

20. STORAGE OF DATA, FILES AND PAPERS

20.1 After termination of the provision of the Legal Services, we are entitled to retain all papers and documents which have come into existence in the course of our providing the Legal Services until all fees and disbursements in connection with the provision of the Legal Services and any third party charges shall have been settled in full.

20.2 Subject to payment in full of all fees and disbursements, we will, on your instructions, provide originals (or, if so requested, copies) of any documents belonging to you which we are holding or which we have

under our control and which have come into existence while we provided Legal Services. We reserve the right to retain copies of such original documents which may be requested and we reserve the right to require payment of our reasonable copying charges in advance of providing any such documents.

20.3 Where, as part of providing Legal Services, we have created internal memoranda, attendance notes and other documents for our own purposes then, in accordance with accepted principles, such documents shall belong to us and we shall not be obliged to hand over originals or copies of any such documents to you or to any other adviser appointed by you unless ordered to do so by a court of competent jurisdiction.

20.4 We may retain all documents belonging to you, whether as originals or copies, and we will keep originals or copies of all such documents for a period of twenty years from the date of termination of our instructions in relation to a particular matter. During this period we reserve the right, but have no obligation, to make electronic copies of such documents, correspondence, memoranda and notes and, save for original signed documents, we reserve the right to destroy hard copies and store the remainder of the filing electronically immediately after the matter is concluded.

20.5 After twenty years, our continued retention (whether in electronic form or otherwise) of files of papers and documents (other than originals) is on the clear understanding that we reserve the right to destroy all such papers and documents at such time as we consider appropriate, unless we have been instructed and agree to the contrary at or prior to the termination of our instructions in relation to the particular matter in which we have provided Legal Services.

20.6 In drawing this matter to your attention we will treat you as having consented to the destruction of such files as set out above. If we are requested and agree to retain files beyond such twenty-year period, we reserve the right to charge for so doing.

20.7 Should we need to retrieve files from storage in relation to continued instructions or any new instructions to act for you in a matter where previous files may be relevant, we would not normally charge for the retrieval of files from storage. If, however, you or any third party with your agreement makes a specific request for information concerning a matter in which we are no longer acting for you and you wish to receive specific documents or other papers, we reserve the right to charge for fulfilling any such request.

20.8 Notwithstanding our agreement to retain documents, whether during or after the provision of Legal Services, we will not be liable for any loss, destruction or damage to such documents howsoever caused.

21. COPYRIGHT

21.1 We retain copyright in all documents we draft in connection with a matter but we license you to use these documents for your purposes.

22. PUBLICITY

22.1 For the purposes of marketing, publicising or selling our services we may want to disclose that we have advised you, in which event we may identify you by your name and indicate the general nature of the relevant matter and any details which have become publicly known. We will not do this if you specifically ask us not to do so.

23. DATA PROTECTION AND REGISTRATION

23.1 We are registered as a holder of personal data in relation to our clients and contacts under the Data Protection (Jersey) Law 2018. We are committed to ensuring client data is kept confidential and held in accordance with data protection legislation. Our Privacy Notice is available from our website and details how we process data and the rights of individuals in respect of their data. You should ensure that the Privacy Notice is provided to any individuals whose personal data is provided to the Firm by you, and that

you are satisfied that there is a legitimate basis under any applicable data protection legislation for providing such personal data to us.

24. CLIENT DUE DILIGENCE AND ANTI-MONEY LAUNDERING PROCEDURES

24.1 As a matter of law, we are required to operate anti-money laundering checks and procedures in respect of services which are classified as the conduct of financial services business. We reserve the right to apply such checks and procedures (including in particular confirmation of identity and address/place of business, verification of capacity to give instructions in the case of limited companies or partnerships, and source of funds) in respect of all matters in which we are instructed to provide Legal Services. Any failure to provide such information as we request in order to enable us to carry out such checks entitles us to terminate our client relationship and we accept no responsibility or liability arising directly or indirectly as a result of our need to do this.

24.2 Any information and documentation provided to us in order to enable us to operate such checks and procedures may be subject to disclosure and production pursuant to orders having legal effect in Jersey. In certain circumstances we are required to disclose information and documentation concerning our clients pursuant to anti-money laundering statutes or court procedures to third parties, such as banks providing services to such clients. By instructing us in any matter and providing such information as we require, you will have consented to our onward disclosure of such information to third parties where appropriate.

25. VARIATION AND PUBLICATION OF THESE TERMS OF BUSINESS

25.1 We reserve the right to vary these Terms of Business from time to time, including during the course of the provision of Legal Services in any particular matter. Where we do vary these Terms of Business in the course of our providing Legal Services to you, we shall use reasonable efforts to draw such variation to your attention.

25.2 A copy of these Terms of Business and any variations thereto from time to time in force will be sent to you in hard copy form upon request. However, these Terms of Business and any future variations thereto may be published on the Firm's website at www.lexstone.je by way of public notice to all current and prospective clients and other consumers of services provided by us. If we have given you written notice of the existence of these Terms of Business on the Firm's website then, by the publication of these Terms of Business and any variations thereto on the Firm's website, you shall be deemed to have agreed these Terms of Business and all such variations.

26. THIRD PARTY ADVISERS

26.1 We reserve the right, wherever we consider it necessary or appropriate in providing the Legal Services, to delegate our responsibility or functions to, or seek advice from, any third party or agent in other jurisdictions.

26.2 If, at your request, we select and instruct lawyers or agents in other jurisdictions to act on your behalf, we will take care in so doing but we will not be responsible for their selection nor for any act or omission by them and, unless otherwise agreed or in relation to UK counsel, you will have entered into a contract directly with them and you will be responsible for the payment of their proper fees and expenses.

27. WORKING FOR OTHER CLIENTS

27.1 We reserve the right to provide Legal Services to other clients at our discretion.

27.2 Our agreement to provide Legal Services to a particular client shall not be treated as meaning that we shall not provide similar services to other clients, including in connected matters, or as preventing us from acting against one client for which we may already be providing Legal Services in another matter.

27.3 In any case where we consider that there may be a conflict of interest in our acting in more than one capacity for more than one client, we shall obtain the consent of both or all parties to continue to act for both or all of them. If either party does not agree to our continuing so to act, we shall cease to act for both parties in that matter.

28. TERMINATION OF INSTRUCTIONS

28.1 Once instructed to provide Legal Services on a particular matter, we expect to continue to do so until completion of that matter and we will continue to act for you in that matter until its conclusion unless:

(a) you give us written notification of the termination of instructions to provide Legal Services;

(b) any fees and disbursements which have been billed are more than 60 days overdue for payment; or

(c) it is not appropriate or in your best interests for us to continue to represent you (for example where a conflict of interest has arisen or where you have not satisfied our client due diligence requirements).

28.2 If we cease to act for you in either of the circumstances set out in paragraphs 28.1(b) or 28.1(c), we will inform you.

28.3 Regardless of who terminates the instructions, you will be responsible for payment of all billed and unbilled fees and disbursements up to the date of termination of our instructions and any costs and disbursements reasonably incurred in connection with the transfer of the work to another person chosen by you. We reserve the right to retain all papers and documents which relate to all matters in which we have been instructed until fees and disbursements have been paid as set out under our payment terms.

29. QUESTIONS OR COMPLAINTS

29.1 We hope that any questions or concerns which may arise in respect of the Legal Services which we provide to you may be satisfactorily resolved by discussion between you and the lawyer of the Firm responsible for your affairs. We will attempt to answer all complaints, including questions as to the amounts billed, fully and promptly.

29.2 Disputes in relation to fees may be referred to the Law Society of Jersey which may, in certain circumstances and if agreed by both parties, appoint an independent person or persons to review and adjudicate upon a bill which has been rendered. Serious complaints about the conduct of a Jersey lawyer may also be referred to the Bâtonnier, who may agree to institute independent disciplinary proceedings. Should any matter be incapable of being resolved in any of the ways set out above, the courts of Jersey shall have exclusive jurisdiction to hear such complaint or dispute, applying Jersey law in all such matters.

30. LIABILITIES

30.1 Our aggregate liability in contract or tort (including negligence) or under statute or otherwise, for any loss, liability or damage suffered by you or any other person that may arise from or in connection with our Legal Services, shall be limited:

(a) to the amount specified by us in any letter of engagement from us to you or to any person acting on your behalf, in relation to those Legal Services; or

(b) if no amount is specified, to an amount not exceeding £5 million.

30.2 Neither you nor any other person is permitted to bring any claim in respect of any loss, liability or damage arising from or in connection with our Legal Services against any of our employees or agents, even where our employees or agents have been negligent. This restriction shall not operate to exclude our liability for the acts or omissions of any of our employees or agents.

30.3 Any claim made by you or any other person in respect of any loss, liability or damage arising from or in connection with our Legal Services, whether in contract or tort (including negligence) or under statute or otherwise, must be made:

(a) where those Legal Services have been delivered, within three years of the date on which the work giving rise to the claim was performed; or

(b) if those Legal Services have been terminated, within three years of the date of termination (subject to the above),

and in either of these cases that shall be the date when the earliest cause of action (in contract or tort (including negligence) or under statute or otherwise) shall be deemed to have accrued in respect of the relevant claim.

30.4 For these purposes, a claim shall be made when court or other dispute resolution proceedings are commenced.

30.5 Our liability to you under or in connection with our Legal Services shall be limited to that proportion of the total losses, damages, costs or expenses, after taking into account your contributory negligence, if any, determined having regard to the extent of our responsibility for them.

30.6 In the event that you are being advised by one of several professionals and a limitation of liability has been agreed in relation to one or more of them, you agree that any liability in connection with our Legal Services will be reduced to the extent of any contribution which the Firm would otherwise have been entitled to recover from any other adviser but which we were unable to recover as a result of you having agreed a limitation of liability with that other adviser.

30.7 Nothing in these Terms of Business shall limit or exclude any liability which cannot lawfully be limited or excluded.

31. ENFORCEABILITY

31.1 If any term or provision in these Terms of Business shall be held to be unlawful, void or unenforceable, in whole or in part, under any enactment or rule of law, such term or provision or part shall to that extent be deemed not to form part of these Terms of Business, but the validity and enforceability of the remainder of these Terms of Business shall not be affected.

32. GOVERNING LAW

32.1 These Terms of Business regarding our Legal Services shall constitute the contract for the provision of Legal Services (subject to any other terms in writing agreed between us). This contract shall be governed by and construed in accordance with Jersey law. In accepting these Terms of Business you irrevocably agree that the courts of Jersey shall have exclusive jurisdiction to settle any claim, difference or dispute which may arise out of or in connection with any such contract or claim, and you waive any rights to claim that such courts are not the appropriate forum.