

Mr and Mrs Stuart and Heather Pettman  
50 Knoll Road  
Bexley  
Kent  
DA5 1BB

Our Reference: KJT/PET

6 September 2017

Dear Sir and Madam

***LiveSquawk Limited***

Thank you for instructing Keystone Law to act on your behalf.

This letter sets out the basis upon which we will provide legal services to you. Your contract with this firm is governed by the contents of this letter and the Terms of Engagement that are attached to it, so please read them carefully and let me know if you have any questions.

We will accept instructions from you or David Bailey. If you would like us to accept instructions from any additional parties please let us know.

**A. Acting lawyers**

At the current time, it is anticipated that the work you require will be carried out by:

Kelly Tinkler  
Jo McKenzie

Dispute Resolution  
Dispute Resolution

Where necessary other colleagues such as junior lawyers and paralegals may also undertake work for you.

**B. Contact details**

Direct contact details of the lawyers referred to above are as follows:

**Kelly Tinkler**

**Telephone:** +44 (0)20 3319 3700  
**Fax:** +44 (0)845 458 9398  
**Mobile:** 07506 306 200  
**Email:** kelly.tinkler@keystonelaw.co.uk

**Jo McKenzie**

**Telephone:** +44 (0)20 3319 3700  
**Fax:** +44 (0)845 458 9398  
**Mobile:** 07788 713 796  
**Email:** joanna.mckenzie@keystonelaw.co.uk

C. Summary and scope of your instructions

You have asked us to advise you in relation to your dispute with Harry Daniels (referred to in this letter as your “Opponent”).

At the current time, you wish to instruct this firm to seek a freezing order in advance of bringing an unfair prejudice petition against Harry Daniels.

We understand that you do not require advice in respect of any matter other than those described above.

We will therefore not offer you advice in respect of:

- accountancy matters, including advice as to the accounting treatment of any proposed course of action;
- criminal law; and
- valuation advice in relation to the property and/or assets involved in this matter.

We will not advise you in relation to taxation unless agreed otherwise in writing. We have a number of tax specialists and would be happy to widen our engagement to include appropriate tax advice. Otherwise, you should rely entirely on your own tax advisers in respect of such issues.

Unless expressly agreed otherwise, we will not be responsible for reminding you of any dates or deadlines occurring after conclusion of our involvement in the matter, but we remain happy to help so please do contact us with any specific issues you may wish us to consider and we can advise accordingly at the relevant time.

We are a full service international law firm and would be happy to provide advice to you in areas which are outside the current scope of our engagement, we set these areas out in Schedule 1. Please feel free to discuss this with us at any time. We shall provide you with advice only under English Law. If you would like advice under any other law then please let us know.

We estimate that this matter will take approximately one week to complete.

You should always bear in mind that there might be reasons beyond our control, which prevent completion of our work on your behalf within the anticipated time frame e.g. delays by your Opponent and any appeals that they may make during the litigation process.

D. Relevant issues and our advice

The relevant issue in this matter is whether the evidence of wrongdoing is sufficient to warrant the granting of an injunction. At this stage our advice is to seek a freezing order.

Your chances of success at ultimate trial would depend upon evidence of unfair prejudice in the conduct of the Company’s affairs.



*E. Anticipated costs*

The hourly rates for the lawyers working on this matter are:

Kelly Tinkler	£450
Jo McKenzie	£325
Newly qualified solicitors	£200
Paralegals	£150

Schedule 2 sets out the rates at which we charge for ancillary services.

At this early stage, we estimate that the costs entailed by your initial instructions to seek a freezing order will be between £8,000 and £10,000, although we may be able to provide a more accurate estimate as the matter progresses.

We will also incur Court fees of £10,528, and Counsel's fees of £17,500 plus VAT.

It is very difficult to provide an accurate estimate of anticipated costs in litigious matters. Your Opponent's conduct in this dispute is likely to have a profound effect on the amount of work that we are required to do which will in turn affect the costs. This estimate assumes the matter proceeds without undue complication.

The scope of our services may be extended or changed by our mutual agreement in writing or by your instructing us to undertake further work and our accepting your instructions. Where the scope of our engagement changes then we shall charge for such further work on an hourly basis unless we otherwise agree and such costs will fall outside our estimate. If you would like us to revise our estimate to include such further work then please let us know.

This fee estimate is provided to you on the basis that:

- you will give us timely and accurate instructions;
- the matter will proceed and conclude as currently envisaged and the scope of our instructions will not change;
- the matter will be concluded by no later than 11 September 2017;
- each of the parties will be legally represented throughout and each party retains the same legal and other advisers throughout the transaction;
- there shall be no more than one face to face meeting;
- meetings will take place in London ; and
- the parties will take a constructive approach.

If this matter proceeds to a substantive hearing, it could cost as much as £200,000 (including counsel's fees plus disbursements). In most cases the courts now require all parties to litigation to prepare a budget. Court budgets represent the amount of costs the winning party can expect to recover, subject to the assumptions in the court budget and the court's discretion to award a different sum. Where you win and recover costs but where the actual costs of the case are higher than the budget, you would be responsible for the shortfall.



If this matter proceeds to court or a settlement is reached and you are wholly or partly unsuccessful, then in addition to any award or settlement monies, you may be required to pay some or all of your Opponent's legal costs. Your Opponent's costs may be at a similar level or even higher than your own legal costs.

We have discussed the potential costs involved in this matter and you have confirmed that you wish to proceed on a private paying basis. If you wish to discuss any alternative funding options, then please let us know. You should note that if you elect to change the basis of settling our fees then, regardless of any fee limitations we may have agreed, we may need to alter our charges and/or charging structure. Information on alternative funding options is set out below.

*F. Course of action*

The following steps may be taken to resolve your dispute:

1. If court proceedings have not been issued, we will need to discuss whether it would be appropriate to seek a negotiated settlement with your Opponent in order to avoid such proceedings. If this is appropriate, we will advise you about appropriate forms of Alternative Dispute Resolution (ADR), arrange meetings with your Opponent to help resolve the matter and advise you generally on how to achieve the best possible outcome to the dispute.
2. If proceedings have been issued, then, subject to a review of the appropriateness of any such action, we will:
  - 2.1 address the issue of Judgment in Default (if appropriate);
  - 2.2 interview you and any witnesses and prepare witness statements;
  - 2.3 help you to deal with disclosure of documents;
  - 2.4 instruct any appropriate experts;
  - 2.5 instruct counsel to advise generally or upon any specific matters;
  - 2.6 prepare the trial bundles;
  - 2.7 arrange for appropriate representation at any interim and final court hearing, including instructing counsel;
  - 2.8 deal with the recovery and assessment of costs; and
  - 2.9 deal with enforcement of any judgments or awards.

All of these actions will first be discussed with you at the appropriate time and we will provide you with a revised costs estimate in writing.

*G. Your responsibilities*

You should bear in mind that the dispute resolution process is rarely straightforward and you may need to dedicate much time to this matter. You should also be aware that when disputes escalate



into formal proceedings, the Courts will have certain expectations about the way in which litigants will behave. In particular:

- The Courts are keen to encourage people to litigate only as a last resort and to explore alternative means of dispute resolution (known as “ADR”) both prior to and during Court proceedings. The Courts routinely penalise litigants who fail to give proper consideration to ADR. The penalty takes the form of not allowing litigants to recover costs from their opponent in the event that they are successful.
- The Court process is subject to what is known as the overriding objective. That requires the Court, and litigants, to conduct proceedings with the objective of dealing with them fairly, swiftly and at proportionate cost. The Court has wide discretion in determining how litigation proceeds and who pays for it. The Court will bear in mind the parties’ conduct when exercising this discretion.
- Inevitably, the Court process involves defined steps and timescales associated with them. The Courts police those timescales rigorously. Failure to meet the Court’s deadlines can have serious consequences, ranging from costs sanctions to dismissing a defaulting party’s case altogether.

Against this background, it is important that you:

- advise us as to changes to your contact details, availability and circumstances;
- retain and preserve all documents and electronic data that relate to this matter whether or not they support your case and ensure they are not deleted by any automated system or destroyed pursuant to any document retention or destruction policy;
- respond promptly to our correspondence and provide us with all information and assistance requested of you on a timely basis in order to enable us to meet Court deadlines;
- attend important meetings or hearings; and
- settle any amounts owing to us within the relevant time limits.

Please bear in mind that failure to comply with these responsibilities may affect our ability to act for you, increase costs, lead to an order requiring you to pay your Opponent’s costs and/or compromise your ability to pursue any litigation.

#### *H. Alternative funding options*

In appropriate cases it may be possible to obtain third party funding to cover the costs of litigating in the UK courts. In most instances, and subject to the relevant terms, funding will cover the risk of having to pay the costs of the other side should your case fail. Certain of these options involve purchasing an after the event insurance policy. In some instances funding is also available to cover the costs of your own legal representation.

You may be aware of legal expenses insurance. This is an insurance policy, usually linked to other policies such as credit cards, property or motor insurance that covers certain legal costs. While this is more commonly associated with contentious matters, you should take an informed decision as to how to fund this matter and in particular whether legal expenses insurance can assist. You have confirmed that you are not aware of any applicable legal expenses insurance policies that might cover your fees and you therefore wish to proceed on a private fee paying basis.



*I. Costs on account and payment terms*

It is our usual policy to require costs on account of our anticipated fees and expenses. In litigious matters it is common for there to be substantial disbursements in respect of, for example, court, mediator's, expert's or counsel's fees. We always require costs on account to cover disbursements of this nature.

In this case, the amount that you will be required to pay will be £35,000. Keystone's Central Office will email a statement of these costs on account once you have confirmed that you wish to proceed in accordance with the terms of this letter. We will keep the position under review and request further sums where appropriate.

Our invoices are payable on presentation.

*J. Client care*

We are confident that we will deliver a high quality service in all respects. However, if you have any queries or concerns about the work that I or any colleague carries out for you, or the amount of my firm's fees, please take them up with me in the first instance. If that does not resolve the issue to your complete satisfaction, then the firm's Complaints Policy (available upon request) sets out the best way to raise the issue with Keystone's senior management.

*K. Cost-effectiveness of proposed action*

We will continually monitor the costs and the prospects of success. However, if you have any concerns in this regard you should raise them with us without delay.

It is important to note that even where you are entirely successful and your Opponent is ordered to pay your costs, you remain ultimately responsible for all the fees you incur, not just any shortfall and further that there are certain costs which are usually not recoverable in any event, for example success fees and after the event insurance premiums.

You should also note that even if you are successful, it can sometimes be hard to enforce judgments and orders for costs against parties with few discernible assets or those located overseas.

*L. Next steps*

The receipt of instructions to act for you after today's date will constitute your agreement to the contents of this letter and the terms of engagement attached to it. However, we should be grateful if you would countersign a copy of this letter to confirm your acceptance and return it to the Keystone Central Office by:

1. post (Client Administration, Keystone Law, 1st Floor, 48 Chancery Lane, London, WC2A 1JF);
2. email ([clients@keystonelaw.co.uk](mailto:clients@keystonelaw.co.uk));
3. fax (+44 (0)845 458 9398); or



4. signing the letter electronically.

Once we have your instructions and the costs on account requested we shall be able to start work. If you have any concerns as to our terms or this letter you should raise these in writing with me as quickly as possible and within no more than five days.

I am looking forward to working with you.

Kind regards

Yours sincerely



**Kelly Tinkler**  
**Consultant Solicitor**

**I hereby accept the terms of this letter and  
the Terms of Engagement attached hereto.**

.....  
**Heather And Stuart Pettman**

.....  
**Date**



## ALTERNATIVE FUNDING OPTIONS FOR LITIGATION

The most common terms of instructions from clients to law firms are private retainers. Most clients are familiar with this method of engagement whereby lawyers charge on the basis of an agreed rate, fee or combination of the two and the client pays the invoices when due. Clients and lawyers are however permitted to, but not obliged to, agree alternative methods of funding litigation matters as detailed below.

The principal alternative funding options are:

- Before-the-Event Insurance;
- After-the-Event Insurance;
- Third Party Funding;
- Conditional Fee Arrangement/Discounted Conditional Fee Arrangement without a success fee;
- Conditional Fee Arrangement/Discounted Conditional Fee Arrangement with a success fee;
- Damages Based Agreement; and
- Legal Aid.

### Before-the-Event Insurance (“BTE Insurance”)

BTE Insurance or ‘Legal Expenses Insurance’ (as it is often known) will, in certain circumstances, be a viable source of funding for litigation. If you are a private individual, it is worth checking the terms and conditions of your credit card, household insurance policy and bank account to ascertain whether you already have this cover in place. If you are a company or partnership, it is also worth checking your business insurances.

Such policies may well cover the funding of your claim or defence, although the categories of claim that they allow are often very limited. It is also important to bear in mind that a merits test will be applied because BTE Insurance usually requires the likelihood of success of claims to be over 50%.

### After-the-Event Insurance (“ATE Insurance”)

ATE Insurance is a type of legal expenses insurance taken out after a dispute has arisen; it is designed to protect against the risk of having to pay your Opponent's costs if you lose. ATE Insurance is available for all types of litigious cases (including arbitration) except family cases, criminal cases and employment tribunal claims. It is available in principle to both claimants and defendants, although many insurers only offer ATE Insurance to claimants.

As with any insurance, the insured must pay a premium which will usually be in the region of 25%-60% of the amount of cover sought.

ATE Insurance usually covers:

- your Opponent's costs in the event that a case is lost;
- your own disbursements in the event a case is lost; and
- the premium itself (potentially).





The premium will not be recovered from the losing party even if the case is successful, though some insurers may agree to defer the premium until the end of the litigation.

There are many providers of ATE Insurance. However, do bear in mind that this type of insurance is only available where the likelihood of success is high and usually over 60%.

Usually a solicitor or legal representative makes the application for ATE Insurance on behalf of a client. This is because the underwriter will inevitably seek the lawyer's perspective on certain aspects of the case such as the principal arguments, the legal issues, the likelihood of success and the anticipated costs.

An underwriter will almost always wish to influence how the funded claim is run and whether a settlement offer should be accepted.

### **Third Party Funding ("TPF")**

With TPF, an organisation agrees to cover all or some of the costs of a case in return for a share of the damages should the case prove to be successful. TPF is available for litigation, arbitration and other forms of Alternative Dispute Resolution. Unlike ATE Insurance, with TPF:

- funding is only available to claimants and defendants with counterclaims;
- the funder cannot control the way the case is run; and
- the claimant pays for the funding out of the damages awarded.

The funder's fee is entirely contingent upon the success of your case so you will not be required to pay anything if you lose. If you are successful, however, the funder will typically require the greater of:

- a percentage of the damages awarded; or
- a return based on a multiplier of the funding provided.

The TPF market is still in its infancy and subject to fluctuations. Currently, funders seek a return of approximately 300% on their investment or 30-40% of the damages recovered, though where you instruct us to investigate this for you we will endeavour to procure you the best terms of funding. TPF may be backed by ATE.

### **Conditional Fee Arrangement/Discounted Conditional Fee Arrangement ("CFA")**

A CFA is an agreement between a law firm and its client (usually when the client is a claimant) whereby the law firm agrees to discount the firm's fees if the client does not successfully conclude its case, whether that be via a settlement or the courts. CFAs will only generally be offered where the case has good prospects of success. It is important to note that while CFAs may reduce or in some cases eliminate the legal fees incurred by clients should they not win their case, the client will remain responsible for disbursements and for the costs of their Opponent. For this reason,



CFAs are often backed up by ATE Insurance (see above), though you should note that the premiums for such policies are expressly not recoverable from a losing party.

It is common that CFAs include a success fee. A success fee is an element of a law firm's fees which are only payable by the client on winning the case. Prior to 1 April 2013 the court had discretion to order a losing party to bear the fees, including the success fee, of the winning party. The current position is that the losing party can no longer be required to pay any success fee element, save in respect of an Exceptional Case (as defined below and also see below the important note on 'no win no cost').

A Discounted CFA is similar to a 'standard' CFA save that the client agrees to pay fees at less than the relevant lawyer's standard rate if the case is not successful, and at the standard rate plus a "success fee" if the case is successful.

### **Exceptional Cases**

Since 1 April 2013 the Success Fee has only been recoverable from the losing side in a limited number of cases ("**Exceptional Cases**"):

- Insolvency related cases, being cases brought by a liquidator, a trustee of a bankrupt's estate, an administrator a company which is being wound up or a company which is in administration.
- Publication and privacy proceedings, being proceedings against a news publisher for defamation, malicious falsehood, breach of confidence involving publication to the general public, misuse of private information or harassment.
- A claim for damages in respect of diffuse mesothelioma.

### **Damages Based Agreement ("DBA")**

A DBA is an agreement whereby the fees to be paid by the client are determined by reference to the amount of the damages obtained on winning the case. No fees are payable if the case is lost. The percentage of damages which shall constitute the fee upon success is set by the law firm and accepted by the client within certain proscribed parameters depending on the nature of the case. Disbursements and any requirement to pay the Opponents costs are not affected by entering into a DBA.

### **Legal Aid**

Legal Aid may be available for this matter. While this firm is not registered to work for legally aided clients other suitable firms may be and this should be considered. Further details can be found at: <https://www.gov.uk/legal-aid/overview>.

### **Choice of Funding Options**

All law firms have discretion as to which, if any, of these alternative funding options are to be offered. Clients seeking a particular option not offered are at liberty, subject to the usual rules about ending retainers, to seek alternative representation.



Whatever terms of instructions are agreed these will be set down in legally binding documentation between the law firm and the client. These agreements can be complex and a client may wish to seek independent legal advice on the terms of any such agreement.



## ***Terms of Engagement***

In these Terms of Engagement ("Terms") Keystone Law is referred to as "we/our/us" and the clients of Keystone Law are referred to as "you/your". Keystone Law is the practising and trading name of Keystone Law Limited, a limited liability company incorporated in England. We are an international law firm and trade overseas as Keystone Law through different entities (our "Overseas Branches").

### **1. Introduction**

We are a law firm authorised and regulated by the Solicitors Regulation Authority, whose rules may be consulted at [www.sra.org.uk/rules](http://www.sra.org.uk/rules). We provide legal services to companies and individuals.

### **2. Basis of charging**

- 2.1 We charge for our services on a bespoke basis. On request and where appropriate, we offer fixed, capped, conditional and abortive fees as well as value billing. In the absence of such a request, we calculate our charges by reference to our relevant hourly rates and to the time recorded on the matter. Time is recorded to the nearest minute. We reserve the right to change our hourly rates on one month's written notice.
- 2.2 Where our fees or estimates are made subject to one or more conditions or provided on the basis of one or more assumptions, then, where any assumption proves to be incorrect or where any condition is breached, we reserve the right to charge instead according to our hourly rates.
- 2.3 In support of our legal work we offer a range of client services. These are either offered as fixed fees as set out in the attached Rate Card or on a bespoke basis. We update our Rate Card annually. The up-to-date Rate Card is available on request.
- 2.4 We may incur expenses ("disbursements") on your behalf in relation to the services we provide to you. These disbursements may include charges in respect of court fees, search fees, counsel, expert witnesses, accommodation, travel and other third-party charges.
- 2.5 We are entitled to invoice you for the cost of disbursements incurred by us on your behalf and may ask you to provide us in advance with sufficient funds to cover such disbursements or arrange for the person providing the services to invoice you directly. We will not incur an individual expense in excess of £250 without your prior authorisation.
- 2.6 We will invoice you for the provision of our legal services on a monthly basis or at such other times as are appropriate. Our invoice will contain a description of the work undertaken, any disbursements and the amount of fees due. All our invoices are statutory invoices (i.e. self-contained and including all the work done in that period) unless expressly marked 'Interim Invoice'. You agree we may send you our invoices electronically.
- 2.7 Disbursements-only invoices are payable on receipt. Interest of 4% above the HSBC base rate will become payable on all overdue amounts. We trust not, but should it ever become



necessary for us to incur costs in recovering unpaid amounts, you agree that you shall be liable to pay such costs in full.

- 2.8 We shall apply any amounts that we hold on your behalf to effect payment of such of your outstanding invoices as we deem appropriate, notwithstanding instructions issued by you to the contrary at any time.
- 2.9 We shall retain sufficient amounts from the funds in our client account and all of your property, papers and documents until all payments due to us have been made. Where the sums retained in our client account are in a currency other than the currency of our invoice, then we shall retain an additional 25% in respect of adverse movements in the exchange rate.
- 2.10 When we are instructed by two or more clients to act on the same matter, each client will be jointly and severally liable to pay the full amount of our fees, disbursements and VAT, and each client irrevocably consents to information provided by it being shared with the other client(s) instructing us on the matter.
- 2.11 We shall use our bankers' standard currency exchange rates to convert any sums to be used in settlement of our invoices which are not already denominated in the currency of the relevant invoice. You shall be responsible for any shortfall.
- 2.12 The monetary values referred to in the Engagement Letter and these Terms are exclusive of VAT.
- 2.13 We are only able to address an invoice to you even if it is to be paid by a third party.

### 3. **Costs on account**

In appropriate cases we may need to ask you for a payment on account of costs, disbursements and VAT. The amount that we will require will depend on the circumstances and will be notified to you once we have assessed your requirements. These monies will be retained by us in our client account. From time to time, we may ask you to replenish the client account so that it does not fall below a level we set. Any funds in excess of our charges will be returned to you after the completion or termination of our services. If costs on account are required, we reserve the right not to commence or continue work for you until they have been received.

### 4. **Money Laundering Regulations**

- 4.1 In accordance with the Money Laundering Regulations 2017, we require documentary proof as to your identity, and, where relevant that of your beneficial owner(s), before we can represent you. This information must be renewed every three years. We may verify your identity by searching a third-party database. This may leave a footprint on your credit file, but it will not affect your credit rating. We may ask you to produce certain original documents



or ask you to supply us with copies of the same suitably certified by another solicitor or other regulated professional.

- 4.2 We are professionally and legally obliged to keep your affairs confidential. However, we may be required by statute to make a disclosure to the National Crime Agency where we know or suspect a transaction may involve money laundering or terrorist financing. If we are required to make a disclosure in relation to your matter, we may need to cease work and may not be able to tell you that a disclosure has been made.

## 5. **Client account facilities**

- 5.1 We operate a client account where money belonging to you may be held in a legal trust. If you wish to deposit funds in our client account, please let us know in writing in advance and we shall provide you with a reference number which must accompany such funds. Failure to provide our reference when remitting funds may lead to a delay in the processing or onward remittance of those monies, for which we will not be responsible. Save in relation to settling your liability in respect of our fees and disbursements, or pursuant to a court order, monies will only be released from our client account in accordance with your instructions.
- 5.2 All monies held in our client account will accrue interest in accordance with our Client Account Interest Policy, which is available on request.
- 5.3 We do not accept cash payments into our client account and we will not make cash payments to you or any third party.
- 5.4 We shall have no liability to you for loss or damage caused by the subsequent insolvency of our bank or the refusal of or inability of our bank to action the instructions that we give them.

## 6. **Liability and insurance**

- 6.1 The services that we provide are solely for you and (except with our express written agreement) no other person shall be entitled to receive copies of or to rely on our advice for any purpose and we shall have no duties to any third party.
- 6.2 You agree that any claim arising out of or connected to your instructions will be brought only against us and not against any of our shareholders, members, partners, directors, employees, consultants, barristers, solicitors, agents or our Overseas Branches, even if they have been negligent. The fact that an individual person signs in his own name any document in the course of carrying out work for you does not mean that he is assuming any personal legal liability pursuant to that document. Each of our shareholders, members, partners, directors, employees, consultants, solicitors, barristers, agents or our Overseas Branches, even if they have been negligent is entitled to enforce this paragraph pursuant to the Contracts (Rights of Third Parties) Act 1999.
- 6.3 **Our total liability, whether in contract, tort or otherwise, for all loss or damage arising from or in connection with your instructions, is limited to £5,000,000. This limit applies to all causes of action against us in respect of, or arising from, or in any way connected with, the work we undertake for you. Where we act for more than one client in a matter, this £5,000,000 limitation applies to our aggregate liability to all of them.**



- 6.4 The provisions of paragraphs 6.2 and 6.3 shall have no application to any liability for death or personal injury, any other liability which cannot lawfully be excluded or limited or to liability arising as a result of fraud on our part.
- 6.5 In entering into this agreement you acknowledge that you have not relied on any statement, representation, warranty or assurance from us or from any of our employees, consultants or officers.
- 6.6 We maintain professional indemnity insurance with an insurance company that is approved by the Solicitors Regulation Authority. Summary details of our professional indemnity insurance are available on written request.

## **7. Storage**

- 7.1 Our practice is to retain client files for a minimum of six years and a maximum of eight years from the conclusion of the matter. Depending on the file in question, we retain some files digitally and some in hard copy. We destroy files we no longer wish to keep. Please let us know in writing if you have any objection to this.
- 7.2 Certain types of files (for example, property lease files) may be retained for longer periods, in accordance with our professional rules, and we will not dispose of those files before the expiry of that longer period without your consent.
- 7.3 Storage of client files may be provided by third-party contractors. You consent to this arrangement. You also agree to meet the reasonable costs of accessing your files in off-site storage for reasons which do not relate to on-going work.

## **8. Reliance and instructing third parties**

- 8.1 We shall rely on the work and advice prepared by you and your other advisers (including those retained by us on your behalf) in connection with our instructions.
- 8.2 We shall rely on you to check that the other parties in the matter are who they claim to be, but we would be happy to check this for you on your written request.
- 8.3 We shall not be responsible for any actions, omissions, errors or deficiencies of any third parties you ask us to recommend or instruct on your behalf. Unless we agree in writing to the contrary, you will contract directly with such third parties and be directly responsible for their fees.

## **9. Complaints**

- 9.1 If you are not satisfied with our handling of a complaint, then subject to eligibility, you can ask the Legal Ombudsman (see [www.legalombudsman.org.uk](http://www.legalombudsman.org.uk)) to consider the complaint. Normally, you will need to bring a complaint to the Legal Ombudsman within six months of receiving a final written response from us about your complaint and within six years of the relevant act or omission.
- 9.2 If you are unhappy about our fees at any point, then, in addition to the remedies set out in our Complaints Policy, you may apply to court for an assessment of an invoice pursuant to



Part III of the Solicitors Act 1974. However, the Legal Ombudsman may not consider a complaint about the invoice if you apply to court for an assessment. There are strict time limits that apply to this process and you may wish to seek independent legal advice.

## **10. Your information**

- 10.1 All confidential information disclosed by you to us shall be treated as such. We will share your information with our Overseas Branches. We will also share your information with third parties where you permit, where required by law or regulation, where required by our insurers or where in our view doing so allows us to provide a better service to you.
- 10.2 We comply with the Data Protection Act 1998. We use the personal data you provide to us to maintain our client records and to comply with the legal and regulatory requirements that apply to law firms. We may share your personal data with our insurers, our regulators, our professional advisors, our colleagues and our Overseas Branches. If we share your personal data we shall require the recipient to keep it confidential and in accordance with our Data Security Policy.
- 10.3 The law requires us to obtain satisfactory evidence of our clients' identity and, on occasion, others involved in the matter. We often need to keep copies of passports, bank statements and the like on file. We will keep these as long as we keep your file. On your written request, but subject to the legal requirement that we must hold the same for at least five years after the conclusion of the matter, we will extract these from the file and destroy them.
- 10.4 You should expressly bring to the attention of the lawyers acting for you in this matter all the facts which are relevant to the provision of our services. Where you have instructed us in the past, then you should draw any relevant facts previously disclosed to us expressly to the attention of the lawyers acting for you in this matter. You have a right of access to the personal data we hold about you. We may from time to time send you information which we think might be of interest to you. If you do not wish to receive this, then please notify us in writing. We may hold copies of your personal data and other data on computers outside the EEA and you expressly consent to such transfer and processing outside the EEA.

## **11. Miscellaneous**

- 11.1 If you employ a Keystone Law consultant or a consultant from our Overseas Branches on a full- or part-time basis or otherwise retain his services outside Keystone Law, you agree to pay us a sum equal to 25% of this individual's first gross annual remuneration (including any bonuses, commissions, taxable benefits and pension contributions) by way of an Introduction Fee. This paragraph is intended to survive termination of this agreement for a period of 12 months, but it shall not apply in cases where the consultant in question introduced you to Keystone in the first place.
- 11.2 From time to time it may be appropriate for us to give a Solicitor's undertaking (an "Undertaking") in connection with your matter. Where our giving of an Undertaking is a routine part of our representing you, you hereby irrevocably authorise us to give such an undertaking. Where we are required to give an undertaking in relation to any matter we believe not to be routine, then we will only do so upon your prior written instructions. You





agree that your written instructions to us to issue an Undertaking are irrevocable and you irrevocably authorise us to take the action we require to fulfil our Undertaking.

- 11.3 On occasion, we may undertake certain investment-related activities on your behalf in the United Kingdom and elsewhere which are regulated under the U.K. Financial Services and Markets Act 2000 (the “Act”). In this respect, we are not authorised by the Financial Conduct Authority under the Act. Instead, we are authorised and regulated by the Solicitors Regulation Authority as an “exempt professional firm”. Accordingly, we can provide a limited range of investment services if a) they are an incidental part of the professional services we have been engaged to provide or b) they can reasonably be regarded as a necessary part of our professional services or c) we are otherwise permitted to provide them under that Act. The Law Society is a designated professional body for the purposes of the Financial Services and Markets Act 2000, but responsibility for regulation and complaints handling has been separated from the Law Society's representative functions. The Solicitors Regulation Authority is the independent regulatory body of the Law Society and the Legal Ombudsman is the independent complaints-handling body.
- 11.4 We are not regulated by the Financial Conduct Authority, although we are included on their register to carry on insurance mediation activity. Such activity includes the advising on, selling and administration of insurance contracts related to the legal services we provide. This part of our business, including arrangements for complaints or redress if something goes wrong, is regulated by the Solicitors Regulation Authority. The register can be accessed via the Financial Conduct Authority's website at [www.fca.org.uk/register](http://www.fca.org.uk/register) and our registration number is LS 400999.
- 11.5 We do not give advice on the merits of investment transactions or act as a broker or an arranger of such transactions. No communication from this firm should be construed as an invitation or inducement to engage in any investment transaction or other investment activity. We are not entitled to communicate invitations or inducements to engage in investment activity on your behalf.
- 11.6 We, together with our Overseas Branches, are only qualified to give advice on the laws of England, Wales, the Isle of Man, Ireland and the State of Qatar. The body of this Engagement Letter sets out the jurisdictional scope of our advice. In the event that our work for you involves other jurisdictions, our advice in this regard will be that of a commercial adviser. In such circumstances you should consider taking appropriate locally qualified legal advice. We will seek to bring to your attention any need or desirability for such locally qualified legal advice where we consider this relevant.
- 11.7 We will advise you in accordance with laws that are in force at the date our advice is provided and we will not subsequently update the advice should the law change unless specifically instructed to do so. Further we shall tailor the advice to your situation as you explain it to us. If you believe your situation may change after we deliver our advice, then you should tell us how in writing and ask us to factor this in to our advice. Changes in the law and to your situation can be especially relevant to any tax you are required to pay.



- 11.8 You may settle our invoices or put funds on account with us for fees to be incurred directly by bank transfer or, for payments of under £20,000, send payment by debit or credit card (other than by American Express) via [www.keystonelaw.co.uk/payments](http://www.keystonelaw.co.uk/payments). You shall bear the costs of sending funds to us. To cover the costs of paying by credit card we will apply a surcharge of 2.5% in the case of payments by corporate credit card, the surcharge is 1.5% for payments made by a personal credit card, additional VAT applies to these charges. Payments made by credit and debit card normally take three working days to be credited to our account. Card payments are made subject to our Refunds Policy (see [www.keystonelaw.co.uk/payments/refund-policy](http://www.keystonelaw.co.uk/payments/refund-policy)). You may not pay more than £20,000 by credit card in any 30 day period. We shall advise you of any other transfer charges.
- 11.9 Save as set out in our Complaints Policy, you agree to correspond with us by email, including, but not limited to accepting our invoices by email.
- 11.10 It is your responsibility to identify to us any limits on the authority of those who instruct us on your behalf. We may accept instructions from any person or entity we may reasonably believe has been authorised by you.
- 11.11 These Terms supersede any earlier terms of engagement we may have agreed with you.
- 11.12 We do not accept service of documents by email.

## **12. Termination**

- 12.1 You may terminate our retainer at any time by giving us notice in writing. If so, you will still remain liable to pay for any work undertaken prior to our receipt of your notice of termination.
- 12.2 We may terminate our retainer at any time by giving you appropriate notice in writing where we have good reason – for example, if you have not performed your obligations set out herein, not settled your account when due, not provided costs on account when requested, not given us adequate instructions, where there is a conflict of interest or where mutual trust and confidence between us has been lost.
- 12.3 We may also suspend our retainer if a payment on account is not made within a reasonable time of being requested or if any of your accounts with this firm are overdue.
- 12.4 Upon our terminating or suspending our retainer we may invoice all our work in progress and disbursements which shall be payable immediately and we may further suspend or terminate any other retainers you and persons controlled by you have with us.

## **13. Governing law**

- 13.1 This agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of England and Wales.
- 13.2 The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims).





## SCHEDULE 1 - OUR AREAS AND SECTORS OF EXPERTISE

As an international full-service law firm we have expertise in a wide range of legal areas and both experience and connections across a range of sectors. We set these out below and we would be pleased to discuss how we might support you further.

Service	Sector
▪ <u>Antitrust &amp; EU Law</u>	▪ <u>Aviation</u>
▪ <u>Asset Finance</u>	▪ <u>Financial Services</u>
▪ <u>Commercial Contracts</u>	▪ <u>Food &amp; Beverage</u>
▪ <u>Commercial Property</u>	▪ <u>Healthcare</u>
▪ <u>Construction &amp; Projects</u>	▪ <u>In-House Legal</u>
▪ <u>Corporate</u>	▪ <u>Law Firm Support</u>
▪ <u>Data Protection</u>	▪ <u>Media</u>
▪ <u>Defamation</u>	▪ <u>Marine &amp; Shipping</u>
▪ <u>Dispute Resolution</u>	▪ <u>Private Client</u>
▪ <u>Employment</u>	▪ <u>Professional Practices</u>
▪ <u>Family &amp; Matrimonial</u>	▪ <u>Property Development</u>
▪ <u>Fraud &amp; Financial Crime</u>	▪ <u>Retail</u>
▪ <u>Insurance</u>	▪ <u>Sports</u>
▪ <u>Intellectual Property</u>	▪ <u>Technology Media &amp; Telecoms (TMT)</u>
▪ <u>Licensing</u>	
▪ <u>Mediation &amp; ADR</u>	
▪ <u>Pensions &amp; Incentives</u>	
▪ <u>Planning &amp; Environment</u>	
▪ <u>Probate &amp; Estate Planning</u>	
▪ <u>Residential Property</u>	
▪ <u>Restructuring &amp; Insolvency</u>	
▪ <u>Tax: Corporate</u>	
▪ <u>Tax: Employment</u>	
▪ <u>Tax: Property</u>	
▪ <u>Technology</u>	



## SCHEDULE 2 - CLIENT SERVICES RATE CARD 2017

Service	Fee
<b>Banking &amp; Financial</b>	
National same-day funds transfer	£35.00
International same-day funds transfer	£75.00
Bespoke foreign exchange services	£per transaction
Escrow account (set-up and first year)	£3,000.00
Escrow account (per annum)	£500.00
<b>Document Production</b>	
Copying, scanning and printing - A4 B&W	£0.25
Copying, scanning and printing - A4 colour	£0.75
Copying, scanning and printing - A3 B&W	£0.50
Copying, scanning and printing - A3 colour	£1.25
Bespoke document services	£per matter
Binding	£5.00
<b>Litigation</b>	
Document lodging (court)	£40.00
Electronic document disclosure (upload fee)	£200.00
Electronic document disclosure (monthly fee)	£2,000.00
Electronic document disclosure (data hosting fee - per GB per month)	£200.00
Pre litigation search (national)	£30.00
Pre litigation search (international)	from £150.00
Agent for service (per annum)	£400.00



Service	Fee
<b>Company Secretarial</b>	
Company formation (next day)	£150.00
Company formation (same day)	£200.00
Company secretarial (per annum)	£300.00
Company registered office (per annum)	£300.00
Company secretarial and registered office (per annum)	£500.00
<b>Miscellaneous</b>	
Software/document escrow (set-up)	£500.00
Software/document escrow (per annum)	£250.00
Document forwarding (set-up)	£300.00
Document forwarding (per annum)	£400.00
Online data room (per month, up to 50GB)	£300.00

