

## **Mills & Co. Solicitors Limited (trading as “Mills & Co”) Terms of Business**

These Terms of Business apply whenever Mills & Co. Solicitors Limited is instructed by you, unless otherwise agreed in writing in our client care letter.

### **1. Definitions and Interpretation**

**Agreement** means the terms and conditions governing the relationship between you and Mills & Co. Solicitors Limited.

**Mills & Co. Solicitors Limited** means Mills & Co. Solicitors Limited a company incorporated in England and Wales with company registration number 09654668 authorised and regulated by the Solicitors Regulation Authority (SRA No. 636160) and whose registered office is at Portland House, 54 New Bridge Street West, Newcastle upon Tyne, NE1 8AP.

**Mills & Co. Solicitors Limited Individual** means any director, consultant, officer or employee of Mills & Co. Solicitors Limited such as English qualified solicitors, trainee solicitors, lawyers qualified in other jurisdictions and support staff. Details of all current Mills & Co. Solicitors Limited fee earning personnel are available on our website ([www.millsco.com](http://www.millsco.com)). **SRA** means the Solicitors Regulation Authority.

**Supervising Director** means the director of Mills & Co. Solicitors Limited responsible for the matter.

**Terms of Business** means these Terms of Business as may be amended by us from time to time and made available to you.

Other defined words and phrases shall have the meaning ascribed to them in these Terms of Business.

References to: (a) "we", "us" and "the firm" shall be references to Mills & Co. Solicitors Limited; and (b) "you" shall mean you as the client of Mills & Co. Solicitors Limited.

### **2. Instructing Us and Our Services**

2.1 Our relationship with you as our client in respect of any matter:

2.1.1 commences when we accept instructions from you; and

2.1.2 is governed by the terms and conditions set out in the Agreement, which will comprise: (a) our client care letter; and (b) these Terms of Business. In the event of any inconsistency between our client care letter and these Terms of Business, our client care letter shall prevail.

2.2 Within a reasonable time of receiving instructions from you on a new matter, we will endeavour to:

2.2.1 agree with you the scope of the services to be provided. We shall not be obliged to carry out any work outside of the scope. However, the scope of the services may be altered, by agreement, during the course of the matter;

- 2.2.2 discuss with you the information we require in order to provide our services to you. You should note that we will need you and any other professional advisers engaged on the matter to provide us with accurate information promptly. Failure to provide us with complete, accurate and timely information and instructions at any time may result in loss being caused to you for which we will not be responsible. If you are unsure whether something is relevant, you should ask us and we can advise you as necessary; and
  - 2.2.3 discuss with you the format and timescale for the provision of our services.
- 2.3 We reserve the right to decline to provide any services which we consider would or may result in us being in breach of any duties that we owe to third parties by law and/or under any codes of conduct by which we are bound. Further, we reserve the right to decline to travel to any place, area or country which we consider, in our absolute discretion, would be unsafe and/or expose any Mills & Co. Solicitors Limited Individual to unacceptable risks or danger.
- 2.4 Where we are instructed on your behalf by a third party as your agent (including but not limited to your insurers):
  - 2.4.1 you warrant that the agent has authority to retain us on the terms and conditions of the Agreement and to give us instructions on your behalf.
  - 2.4.2 you will use best endeavours to procure that the agent confirms such authority to us, if we request the agent to do so.
  - 2.4.3 the Agreement will be between you and Mills & Co. Solicitors Limited. We owe no duty of care to, and we do not accept liability to, any third party. If either you or another person specifically requests the right for another person to rely on our advice, we will consider, but reserve the right to decline, such request.

### **3. People Responsible For Your Work**

- 3.1 You have been assigned a Supervising Director who will be responsible for the provision of services to you on your matter and who may contact you at any time to discuss any aspect of our services.
- 3.2 The name and contact details of the Supervising Director with overall responsibility for your matter and the other members of the team will be sent out in our client care letter.
- 3.3 We reserve the right to involve other Mills & Co. Solicitors Limited Individuals on your matter at our discretion. However, before involving another Mills & Co. Solicitors Limited Individual other than the lawyers specified in the client care letter, we would endeavour first to discuss this with you and obtain your agreement, unless the involvement of the other lawyer was of a short term nature such as covering during a lawyer's absence or carrying out an isolated and distinct piece of work (such as an item of legal research).

#### **4. Instructing Third Parties**

- 4.1 If you instruct us to engage a third party (including but not limited to a barrister, expert, arbitrator, process serving agent, foreign lawyer or other professional) in connection with any matter, unless otherwise agreed in writing:
- 4.1.1 we will use reasonable care in selecting the relevant third party but we shall not, in any event whatsoever, be responsible for any actions, omissions, errors or deficiencies of such third party and/or in their work;
- 4.1.2 notwithstanding that we have instructed the relevant third party, you will remain at all times responsible for their fees and expenses, including any charges they may impose for late payment. Notwithstanding the foregoing, if we pay their fees or expenses on your behalf for any reason whatsoever, we will invoice you for the same and payment will be due in accordance with paragraph 8 of these Terms of Business; and
- 4.1.3 any advice and other services provided by the relevant third party shall be provided to you subject to their terms of business. You should note that the terms of business of any third party may contain rights and obligations which limit the liability of the third party, restrict your rights of redress against such third party and/or restrict your use of their work. Where we receive copies of the terms of business of any third party engaged, we will forward them to you and, unless you notify us to the contrary promptly upon receipt, you accept that those terms of business are reasonable.

#### **5. Our Fees and Expenses**

- 5.1 When instructed on a matter, we will agree the basis of our fees with you and you will provide us promptly with such details as may be necessary for us to submit invoices to you (including without limitation correct names and addresses and any VAT information).
- 5.2 Unless we agree alternative charging arrangements, our fees are charged based on: (a) the amount of time Mills & Co. Solicitors Limited Individuals spend dealing with your matter, in 6-minute units; and (b) the hourly charge out rate of the Mills & Co. Solicitors Limited Individuals prevailing at the relevant time. We review our charge out rates regularly (normally annually as at 31 March) and any changes in rates will be notified to you in writing.
- 5.3 In addition to our fees, we will charge you the cost of any expenses incurred in connection with your matter (which are also referred to as "disbursements"), including but not limited to invoices from third parties working on the matter, travelling and accommodation expenses, telephone and video-conference calls, courier charges, court fees, tribunal's fees, banking charges, printing and photocopying costs (all external copying and non-routine internal photocopying, which involves in excess of 100 pages).
- 5.4 VAT is added to our fees and expenses where applicable. In certain circumstances, VAT may not be applicable for the provision of services in question but, if that is the case, we may require information from you to invoice without VAT.

- 5.5 We may sometimes be required to give a binding promise/undertaking to pay an amount of money on your behalf in relation to a matter. We will not give such a promise/undertaking unless the relevant amount is paid to us in advance.
- 5.6 Where we provide you with an estimate of costs, such estimate: (a) is not intended to be fixed; (b) is given only as a guide; and (c) should not be regarded as a firm quotation, unless expressly stated to be such. All estimates given are exclusive of prevailing taxes and expenses.

## **6. Funding the Matter**

- 6.1 Unless you expressly inform us in writing to the contrary or it is otherwise apparent from the manner in which we are instructed, we will assume that you do not have any insurance for your legal costs in connection with your matter.
- 6.2 You should inform us in writing if you have pre-arranged insurance for your legal costs in respect of the matter. Please note that such insurance will be subject to your insurance company's terms and conditions and any deductible.
- 6.3 In the event that you do not have pre-arranged insurance for your legal costs in respect of the matter and are funding the matter yourself:
  - 6.3.1 there may be an alternative option of entering into a conditional fee agreement with a solicitor who will only charge you if you are successful in the case. You may wish to investigate such conditional fee agreements yourself. Unless specifically agreed for any particular matter, Mills & Co. Solicitors Limited does not take on work on a conditional fee basis.
  - 6.3.2 you may also wish to consider purchasing an "after the event" insurance policy to cover any liability you may incur in whole or in part to pay the legal costs of the other party(ies), and also to cover your own expenses (for example, court fees). In addition, it is sometimes possible to insure for the recovery of the legal fees charged to you by your solicitor as well. We do not advise on the buying or selling of insurance and you would need to discuss your specific requirements, and all the advantages and disadvantages of after the event insurance for your specific case, with an independent insurance broker.

## **7. Payments on Account**

- 7.1 We may ask you to provide payments on account of our fees and expenses for any particular matter, including, by way of example only, where you are a new client of Mills & Co. Solicitors Limited, where you do not have insurance or where your insurers have declined to provide coverage or reserved their position as to future coverage.
- 7.2 We will normally expect the payment on account to be made to our specified account within 14 days of our request.
- 7.3 Pending receipt of the payment on account, we reserve the right to decline to provide services, subject to our professional duties to you, and/or to incur expenses.

- 7.4 Any payment on account will be held in Mills & Co. Solicitors Limited's client account and may be applied against our invoices in such manner as we may determine. We will, however, endeavour to discuss the application of the payment on account with you in advance. We may subsequently require further payments on account during the currency of the matter. Any balance of the monies held on account at the end of the matter will be dealt with in accordance with paragraph 9.4.

## **8. Payment of Our Invoices**

- 8.1 As clients of Mills & Co. Solicitors Limited, you will be responsible for paying our invoices for our fees and expenses. Our invoices are due and payable within 30 days of sending to you. Unless otherwise agreed, we will send our invoices to you by email.
- 8.2 Where a matter involves a one-off advice or piece of work, we will generally send you an invoice once the matter has concluded and ordinarily within 3 months of completion.
- 8.3 Where a matter is longer term in nature, we will send you interim invoices for our fees and expenses incurred during the period specified in the invoice. Unless we agree otherwise, this will usually be on a monthly or quarterly basis. However, the invoicing frequency is subject to change if the matter is slow or fast moving. In addition, we will send you a final invoice once the matter has concluded and ordinarily within 3 months of completion.
- 8.4 Our invoices will be accompanied by a narrative showing the time spent on the matter and will detail any expenses included. If you have a query about any invoice or narrative, you should raise it immediately with the Supervising Director responsible for the matter.
- 8.5 If an invoice remains unpaid for more than 30 days after it has been sent to you, we reserve the right to charge interest on the amount outstanding at 8% per annum and to terminate our retainer in the matter.
- 8.6 Even if you have made a payment on account (as detailed in paragraph 7 above), you are still required to make payment of all our invoices in full.

## **9. Interest and Return of Client Money**

- 9.1 Unless otherwise agreed, when we hold money for you which exceeds GBP 4,000 or USD 5,000 or (for sums in other currencies) such amount as we may agree, for longer than 14 days (unless the money has been paid to us in respect of any expenses identified in an invoice sent to you), we will put that money into a client designated deposit account. Transferring money from a client designated deposit account may take several days and accordingly such money may not be available on demand.
- 9.2 When all of the money specified in paragraph 9.1 has been paid to you or your order, we will pay to you or your order all interest received by us from our bank on the client designated deposit account.

- 9.3 We will not otherwise pay you any interest on any monies that we hold for you.
- 9.4 Upon closure of a matter and payment of our outstanding invoices, we will make reasonable attempts to return any monies held by us on your behalf. If we are unable to return such funds, you agree that we may donate the monies to a charity of our choice.

## **10. Liability for Fees in Contentious Matters**

- 10.1 If your matter is contentious, you should note the following:
- 10.1.1 If you win the case or elements of the case (or in certain other circumstances), you may receive an order from the appropriate competent court/tribunal that some of your charges and expenses are payable by the other party (or parties). The amount recoverable will not usually cover all the charges and expenses that have been incurred by you.
- 10.1.2 If you lose the case or elements of the case (or in certain other circumstances), the court/tribunal may order you to pay the other party's legal charges and expenses. In these circumstances, these charges and expenses would be payable in addition to your charges and expenses payable by you to us.
- 10.2 For further information, please contact the Supervising Director responsible for your contentious matter.

## **11. Conflicts**

- 11.1 We have procedures in place to prevent us acting for clients in situations of a legal or regulatory conflict of interests.
- 11.2 In accepting your instructions in connection with a matter, we have reasonably satisfied ourselves that there is unlikely to be a conflict of interest.
- 11.3 If you are aware, or become aware, of a possible conflict of interests, please alert the Supervising Director responsible for the matter immediately.
- 11.4 Very occasionally however, a conflict of interest may arise or come to light during the progress of a particular matter. In such an event: (a) subject to our duty of confidentiality, we will discuss the issue with you with a view to resolving the conflict but may be obliged to terminate our engagement in relation to the particular matter; and (b) you agree that we will be free, taking account of applicable rules and law, best practice and your and any other concerned client's interests and wishes, to decide whether to act for both clients, for one, or for neither.
- 11.5 You should note that Mills & Co. Solicitors Limited acts for a number of clients which operate in the same or similar industries or sectors. Some of our clients may have or may develop commercial or legal interests adverse to other of our clients. You accept that it may be reasonable for us to act for current or future clients who do, or may in the future, operate in the same industry or sector as you, or who may have or may develop commercial or legal interests adverse to yours.



- 11.6 Where we are instructed in a matter in which we have obtained an order for security against a third party and we discover that such security or assets are held by another client of Mills & Co. Solicitors Limited, we will not be able to serve that order on that other client or to act for any of the parties in any dispute concerning the ownership of such security or assets.
- 11.7 Please note that the foregoing will not enable Mills & Co. Solicitors Limited to act in situations where there is a significant risk of or an actual conflict of interest and will not affect our professional obligations in relation to that matter or any future instructions from you or any other client.

## **12. Money Laundering**

- 12.1 The United Kingdom's Sanctions and Anti-Money Laundering Act 2018, Proceeds of Crime Act 2002 and Money Laundering Regulations 2003, along with other legislation forming the UK's legal regime in respect of money laundering and sanctions apply to our dealings with you and to the conduct of our work for you. In some cases, usually (but not limited to) non-contentious work, the SRA and other UK authorities require us to obtain and retain satisfactory evidence of the identity of our clients and sometimes people related to them. This applies not only to individuals in their personal capacity as client but also to corporations and individuals within corporations. We are also generally prohibited from acting for or in any way providing services to persons who are subject to sanctions imposed by the UK government on certain individuals.
- 12.2 In order to 'Know Your Customer' (KYC) in the context of anti-money laundering and anti-terrorist financing precautions, the collection and use of information about a customer over and above obtaining basic evidence of their identity is necessary. The amount of additional information necessary will depend on the nature of the customer and the level of money laundering or terrorist financing risk that the firm (following an initial risk assessment) believes that the customer poses.
- 12.3 In order for us to perform whatever KYC checks may be necessary, you must provide such documents to us promptly on request. If satisfactory information or documentation is not provided promptly, we may not be able to act, or continue to act, for you. In addition, in accordance with our own anti-money laundering and sanctions risk mitigation policies it may be necessary for us to conduct a KYC check on you before we are able to act or if there are changes to the nature and extent of your instructions to us after we have already begun to act for you. It may be necessary for us to incur costs in the form of KYC checks commissioned from specialised third party service providers. We reserve the right to charge the costs of doing so as a disbursement for your account. Where it is likely to be necessary to perform KYC checks and for us to incur these costs, we will endeavor to notify you of this and discuss this with you before doing so.
- 12.4 In relation to any instructions you give us and/or work we undertake on your behalf arising out of or in connection with your instructions to us or otherwise in order to comply with legislation, it may be necessary for us to report to law enforcement agencies.
- 12.5 Under applicable law, there are several items of legislation that create various offences in connection with money laundering. We are not permitted to undertake

any activities which we know or suspect amount to dealing in any way with criminal property (as defined in the Proceeds of Crime Act 2002) or enter into or become concerned in any arrangement that we know or suspect would amount to dealing in any way with criminal property. Accordingly, if we suspect that any matter in which we are acting for you involves or will involve any dealing with criminal property we shall without prejudice to all of our other rights be entitled to suspend further work for you on that or any other matters. We shall in such circumstances not be obliged to inform you why we have suspended further work or have ceased to act.

- 12.6 In such circumstances as specified in paragraph 12.4, we shall also be entitled to disclose the dealing with criminal property to the appropriate authority without informing you of that disclosure. To the extent permitted by relevant law, we shall not, however, disclose information or documents which are privileged to you.
- 12.7 We do not accept payments in cash whether for our fees or expenses or otherwise. We will not accept funds from any source unless the source has previously been identified to our satisfaction. If payment is made in breach of this provision, the funds will usually be frozen and not applied to the transaction, pending receipt of consent from the appropriate authorities.
- 12.8 Finally, if in the course of acting for you we have or are to have possession of any form of control over property which we suspect is criminal property, we shall be entitled to refuse to comply with any instructions given by you in connection with that property.

### **13. Confidentiality and Documentation**

- 13.1 We will protect the confidentiality of the information that we receive in connection with you and your matters. We will not disclose it or our advice, without your prior consent, to any other person except in certain circumstances, such as: (a) to your directors, officers, employees and other professional advisers who you identify to us or who we reasonably believe to be involved in the relevant matter; (b) where disclosure is required by applicable rules or law or any regulatory authority; (c) to the extent that the information enters, or has entered, the public domain; (d) to our auditors or other professional advisers for legal, regulatory or compliance purposes; (e) to agents instructed to collect unpaid sums on our behalf; and (f) to selected third parties who assist us with legal, administrative, financial and other services and who will or may have access to confidential information as part of their function. Subject to the exceptions set out above, our use of the information you provide is subject to your instructions, your privilege in the advice which we give to you, applicable data protection laws and our duty of confidentiality.
- 13.2 Where we are instructed on your behalf by a third party as your agent, you agree that, by instructing us on this basis, we may disclose information and advice concerning your matter to such agent (including but not limited to the directors, officers, employees and other representatives of that agent) without seeking your express written consent to do so.
- 13.3 Similarly, where we are instructed by you to engage a third party in connection with the matter, you agree that, by giving us those instructions, we may disclose information and advice concerning your matter to such third party without seeking your express written consent to do so, provided that we consider that the third party



needs to know the information or advice in question for the purposes of providing their services.

- 13.4 You should note that when we provide legal advice to you, legal advice privilege attaches to our communication to you related to that advice. However, if you communicate such advice to others in your organisation who are not involved in the giving of instructions or in seeking advice from us, you may lose legal advice privilege. Similarly, if our advice is communicated by you to a third party, you may lose privilege in the advice. Please speak to the Supervising Director responsible for your matter if you should have any questions or concerns in this regard.
- 13.5 You are entitled to use and copy all of the documents created by us for you in the scope of our work in relation to this retainer only. All copyright and other intellectual property rights in the documents created by us and related in any way to the scope of our work remain our property. We will be free to use any of the documents and to use the intellectual property to give advice to our clients provided that we do not breach our duty of confidentiality to you.
- 13.6 We may store opinions and documents from counsel and others in our computer system to enable us to provide prompt and efficient legal advice. We will ensure that the system is secure, that confidentiality is maintained, and that we comply with any data protection regulations and the implied undertakings on disclosure.

#### **14. Electronic Communications**

- 14.1 Unless agreed otherwise, in the course of providing our services, we may communicate with you and other persons involved in the matter using email.
- 14.2 You should note that email messages are not a secure method of communication. They carry certain risks including non-delivery, delays, data corruption, interception, transfer of viruses, loss of confidentiality and of privilege.
- 14.3 We will utilise email communications on the basis that you accept the risks involved, including but not limited to those risks specified in paragraph 14.2, and we do not accept any liability for loss resulting from the use of email for communication.

#### **15. Storage of Documents**

- 15.1 We may store documents and correspondence in files in paper and/or electronic formats. Some paper documents may be transferred into and retained in electronic format only. You agree that we may, at our discretion, retain files in electronic format only.
- 15.2 Our files will normally be destroyed 7 years after the matter has ended, unless we have agreed a longer period with you in writing.
- 15.3 We will not advise you of the pending disposal of any of your files.

#### **16. Data Protection and Privacy Policies**

- 16.1 Mills & Co. Solicitors Limited is a data controller for the purposes of the General Data Protection Regulation ("GDPR") and will comply with that and other applicable data protection laws. The company's protection contact is Tamsin Neale

[\(Tamsin.Neale@Mills-Co.com\)](mailto:Tamsin.Neale@Mills-Co.com)

- 16.2 During the course of our dealings with you, we may collect, use and be responsible for your personal data and that of your representatives (including employees, officers and directors). We may collect personal data for the purposes of legal proceedings (eg. copy passports/address details). Data collected specifically for legal proceedings will be exempt from the application of the General Data Protection Regulation.
- 16.3 We will not sell, trade or otherwise transfer to other persons your personal data (ie. information personally identifying you) or other information. However, we may disclose personal information if we consider that doing so is appropriate to comply with any legal obligation. Otherwise, however, we will not share your personal information (or that of your representatives) with any third party without your consent.
- 16.4 We will store any personal data which we may have collected from you or your representatives for no longer than we are required to hold a file for statutory limitation purposes, generally (but subject to exceptions) no longer than 7 years after final conclusion of a matter.
- 16.5 Insofar as necessary (ie. insofar as the exemption from the application of the General Data Protection Regulation referred to at 16.2 above may not apply) we will rely on our contract with you for the supply of services as our legal basis for processing personal information.
- 16.6 We may use the contact details which you provide in the course of business to contact you about social and/or training events. If you wish to opt out, please notify the Data Protection Contact, Tamsin Neale ([Tamsin.Neale@Mills-Co.com](mailto:Tamsin.Neale@Mills-Co.com))
- 16.7 Under the General Data Protection Regulation, you have a number of important rights which you may exercise free of charge. In summary, these rights are:
- Transparency as to how we use your personal data and fair processing of your information;
  - Access to your personal information and other supplementary information;
  - Correction of any errors or omissions in the information we hold about you;
  - Erasure of your personal information in certain circumstances;
  - Provision of a copy of the personal information you have provided to us, and that we may have provided to a third party;
  - Objection to the processing of personal information for the purpose of direct marketing;
  - Objection in certain other situations to the continued processing of your personal information;
  - Restriction of the processing of personal information in certain circumstances;
  - The ability to opt out from any automated decision-making or profiling.
- 16.8 If any one of you or your representatives wishes to exercise any of these rights,

the individual in question should email our data protection contact Tamsin Neale ([Tamsin.Neale@Mills-Co.com](mailto:Tamsin.Neale@Mills-Co.com)) stating the right or rights it is wished to exercise, and providing proof of identity and address. We will respond to you within one month from the time when we receive your request.

16.9 Please refer to the privacy notices on our website for more details.

16.10 Please note that the General Data Protection Regulation gives you the right to lodge a complaint with a supervisory authority, in particular in the European Union (or European Economic Area) state where you work, normally live or where the alleged infringement of data protection laws occurred. The UK supervisory authority is the Information Commissioner's Office which may be contacted at <https://ico.org.uk/concerns/>.

16.11 If you would like any further information about your rights under the General Data Protection Regulation please see the Guidance from the Information Commissioner's Office, [Individuals' rights under the GDPR](#).

## **17. Equality and Diversity**

Mills & Co. Solicitors Limited are committed to ensuring equality of opportunity and fairness throughout our work including relations with our clients. This covers the way we deal with clients and also their dealings with the firm and its staff. A copy of our equality and diversity policy is available on our website ([www.mills-co.com](http://www.mills-co.com)) or can be sent to you on request.

## **18. Complaints**

18.1 We aim to provide legal services to all our clients which meets or exceeds their expectations. However, we also recognise that, as in all businesses, dissatisfaction with the service provided can sometimes arise. We look at all complaints objectively and take a constructive approach to reaching a satisfactory conclusion for all parties involved.

18.2 If you have any queries, concerns or problems regarding any aspect of the service we have provided, including concerns about the amount of any invoice, please in the first instance contact your Supervising Director. If that does not resolve the matter to your satisfaction or if you would prefer not to speak to your Supervising Director directly, then please contact the firm's Client Care Director, Guy Mills. If the Supervising Director in the matter is Guy Mills, or if he is not available please speak to the firm's alternative Client Care Director, Andreas Welz.

18.3 We would expect to resolve any matter to your satisfaction, but if we do not and you are dissatisfied with the response provided by the Client Care Directors, the firm has a written Complaints Procedure which is available on our website or which will be made available upon request. A client whose business meets certain criteria, and who is dissatisfied with the outcome of a complaint administered under the firm's Complaints Procedure may be entitled to refer the matter to the Legal Ombudsman. Further details can be found at: [www.legalombudsman.org.uk](http://www.legalombudsman.org.uk) whose postal address is Legal Ombudsman, PO Box 6167, Slough SL1 0EH.

## **19. Termination**

19.1 Unless terminated earlier in accordance with paragraph 19.2, our

engagement on a specific matter will be deemed concluded 30 days after the delivery of our final invoice.

- 19.2 You may terminate your instructions to us in writing at any time, but we will be entitled to keep all your papers and documents whilst there is money owing to us for our fees and expenses.
- 19.3 We reserve the right to suspend our work and/or stop acting for you in certain circumstances where we have good reason, including but not limited to where: (a) we are required to do so pursuant to our professional rules; (b) there is a risk of a breach of any applicable rules or law to which we are subject; (c) you do not pay an invoice relating to any matter (whether the matter in question or another matter) within 30 days after it has been sent to you (by post or electronically); (d) you do not comply with a request for payment on account; (e) you fail to provide us with proper or adequate instructions relating to a matter; or (f) there has been a breakdown in confidence between us. In these circumstances, we will invoice you for the work done up to that date and we reserve the right to retain your papers and documents while there is money owing to us.

## **20. Our Liability and Insurance**

- 20.1 Mills & Co. Solicitors Limited will provide advice and services to you, and Mills & Co. Solicitors Limited alone will be responsible for the performance of the Agreement between us.
- 20.2 All work done and advice provided by us is for your use and benefit only in connection with the specific matter on which we are instructed. Our advice may not be passed to, or relied on by, any other person without our prior written approval, and subject to such conditions as we may impose at the time.
- 20.3 You agree that our liability to compensate you for any act or omission (whether by negligence or otherwise) which places us in breach of our duties to you ("Mistake") is limited in the following respects:
- 20.3.1 It is Mills & Co. Solicitors Limited that is liable for any Mistake, not a Mills & Co. Solicitors Limited Individual; and accordingly you agree that no claim shall be made against a Mills & Co. Solicitors Limited Individual except in the case of fraud or reckless disregard by the individual of their professional obligations;
- 20.3.2 Our maximum liability for any Mistake (except for fraud or reckless disregard by a Mills & Co. Solicitors Limited Individual of their professional obligations) is GBP 15 million or such other amount as has been agreed with you in writing ("Overall Limit");
- 20.3.3 For the purposes of the Overall Limit, more than one Mistake on a single matter or transaction or the same or similar Mistakes in a series of related matters or transactions is considered as one Mistake.
- 20.4 We maintain professional indemnity insurance in accordance with the rules of the Solicitors Regulation Authority. Contact details for our professional indemnity insurer, details of the insurance and the territorial coverage of the policy are available for inspection at our offices or upon request.

## **21. Law and Jurisdiction**

- 21.1 These Terms of Business, the Agreement and any non-contractual obligations arising out of or in connection with them and/or the provision of services by us are governed by English law.
- 21.2 Subject to paragraph 21.3, any claims, disputes or differences concerning the Agreement, these Terms of Business or our services or any matter arising out of or in connection with them, including without limitation any non-contractual obligations, shall be subject to the exclusive jurisdiction of the courts of England and Wales.
- 21.3 Nothing in these Terms of Business or the Agreement shall prevent us from bringing proceedings in the courts of any other country which may have jurisdiction or in any other appropriate forum.

## **22. Final Provisions**

- 22.1 No person who is not a party to the Agreement shall derive any benefit from or have any rights or entitlement in relation to the Agreement by virtue of the Contracts (Rights of Third Parties) Act 1999 or otherwise. The consent of any person who is not a party to the Agreement shall not be required to rescind, suspend, vary or terminate the Agreement or our engagement at any time.
- 22.2 If any provision of the Agreement or these Terms of Business is or becomes invalid, this shall not affect the validity of the remaining provisions. The invalid provision shall be replaced by such valid provision which comes closest to the intent and purpose of the parties. The above shall apply equally to any omission in these Terms of Business.
- 22.3 From time to time, we may amend or replace these Terms of Business. A copy of the latest version of the Terms of Business will be available on request and on our website ([www.mills-co.com](http://www.mills-co.com)).

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