

# HADDLETON LEGAL

## TERMS OF BUSINESS

This document sets out the basis on which We provide Our Services to You. Your signature to the Engagement Letter incorporating these terms confirms Your agreement to them. Your continuing instructions will, in any event, amount to acceptance of the terms set out below. **Please read this document carefully.**

### 1 Introduction and Definitions

1.1 These terms of business should be read alongside the Engagement Letter which accompanies or refers to them. If there is any inconsistency between these terms and the Engagement Letter, the Engagement Letter takes precedence.

1.2 These terms, including the limits on Our liability in clause 17 applies to all work done by Us for You unless We otherwise notify You in writing. These terms may not be varied unless agreed in writing by Us.

1.3 In these terms, the following words and phrases have the following meanings:

“Client” or “You” or “Your” means and refers to the addressee(s) of the Engagement Letter;

“Haddleton Legal”, “We” “Our” or “Us” means and refers to Haddleton and Co Ltd trading as Haddleton Legal. Haddleton and Co Ltd is a limited company registered in England and Wales (registered number 10728134, VAT number 273205619. A list of directors can be inspected at Our registered office (52 Crimple Meadows Pannal Harrogate HG 31EN). Our principal place of business is Windsor House, Cornwall Road, Harrogate HG1 2PW. Haddleton Legal is authorised and regulated by the Solicitors Regulation Authority under SRA number 640278 (see [www.sra.org.uk](http://www.sra.org.uk));

“Haddleton Legal Group” means all of Haddleton Legal, Haddleton Legal Individual(s) and any entity owned or controlled by Haddleton Legal

“Haddleton Legal Individual(s)” means all and any of Haddleton Legal’s directors, officers, employees, consultants and agents.

“Engagement Letter” means a written communication setting out the basis on which We act for You and making reference to these terms.

“Loss or Losses” means all losses, liabilities, fines, damages, costs and expenses including legal fees on a solicitor/client basis and disbursements and costs of investigation, litigation, settlement, judgment, interest and penalties.

“Services” means the services to be provided by Haddleton Legal in accordance with the Engagement Letter.

“SRA” means the Solicitors Regulation Authority.

### 2 Our Services

#### 2.1 Scope and Delivery of Services to You

(a) the scope of the Services is described in the Engagement Letter, as amended or supplemented from time to time. Our Services and advice are provided only to and for Your benefit for the sole purpose(s) set out in the Engagement Letter. No other person may use or rely upon those services and advice nor derive any rights or benefits from them unless expressly agreed by Us in writing. Our duty of care does not extend to third parties.

(b) if there is any change in the law after the date on which any services are provided, We have no responsibility to notify You of the change or the consequences of such change, unless expressly agreed otherwise in writing by Us.

(c) from time to time We may delegate tasks to a suitably experienced Haddleton Legal Individual who is not a solicitor to enable Your work to be carried out in a timely and cost-effective manner.

#### 2.2 Your Responsibilities to Us

(a) You must provide Us in a timely manner with all instructions, information and documents that We need to advise You on Your matter. You must ensure that such information is complete, true and accurate at all times and is not misleading.

	<p>Unless We agree otherwise in writing, We will not check the accuracy or completeness of such information. You must not assume that information or documents which were provided by You to Us on previous matters will be known to those instructed on a new matter and You must bring the documents to their attention.</p>		<p>by the relevant authorities, if You fail to provide evidence of identity or if We suspect that You or any other party connected with You or with the matter is involved in any activities proscribed by any relevant law.</p>
	<p>(b) You are responsible for ensuring that You have all necessary rights to supply Us with the information You provide and that Our use of that information will not infringe the rights of any third party or result in a breach of any law, rule or regulation.</p>	4	<p><b>Financial Services and Markets Act 2000 (FSMA)</b></p>
	<p>(c) if any matter on which We act for You is the subject of formally contested proceedings You will almost certainly have to disclose documents, including electronic documents, relevant to the matter. You should ensure that You do not destroy or allow to be destroyed any documents that relate to such a matter in any way (however slight You believe the connection is), as Your position in such proceedings could be seriously compromised.</p>	5	<p>Haddleton Legal is not authorised by the Financial Conduct Authority under FSMA.</p> <p><b>Data Protection</b></p> <p>We act as a Data Controller and process personal data that You provide to Us or which We obtain in connection with providing the Services to You (Your Personal Information) in accordance with the Data Protection Act 1998. Clause 7 sets out how We may use Your Personal Information. Should You have any queries concerning this right, please contact Our Data Protection Compliance Officer.</p>
	<p>(d) You must pay Our fees promptly when they fall due.</p>	6	<p><b>Confidentiality</b></p> <p>6.1 We will keep confidential any information which We obtain as a result of acting for You which is confidential to You and not in the public domain (Your Confidential Information). We may, however, disclose the fact that We act on Your behalf. Clause 7 sets out how We may use Your Confidential information</p>
<p>2.3 <b>Excluded Matters</b></p>	<p>Unless We specifically agree in writing Our services will not include advice on, or responsibility for: accounting or taxation matters (including where they arise as a consequence of a proposal, transaction, settlement or arrangement; environmental or contamination issues); the commercial or financial viability of any aspect of the matter; the application or interpretation of the law of any jurisdiction outside of England and Wales.</p>	6.2	<p>6.2 The SRA periodically conduct audits and or quality checks on Our practice but is required to maintain confidentiality in relation to Your files.</p>
<p>3 <b>Anti-Money Laundering</b></p>	<p>3.1 We are obliged to undertake detailed client due diligence and ongoing monitoring for both new and existing clients. Before accepting instructions, We must verify the identity of all prospective clients and periodically check to re-verify thereafter. Due diligence will also be carried out on all connected parties, such as the beneficial owners of a client as part of the verification process. We may charge for these checks.</p>	7	<p><b>Information Sharing</b></p> <p>You agree that Your Confidential Information and Your Personal Information may be shared across the Haddleton Legal Group to assist Us in providing the Services requested by You and complying with the Law. The Haddleton Legal Group may use Your Confidential Information and/or Your Personal Information, or disclose it on a confidential basis to third parties, for the following purposes:</p>
<p>3.2</p>	<p>We may terminate the provision of any services to You, or be instructed to do so</p>		<p>(a) for the provision of Our Services to You</p>

	(b) for disclosure to other third-party advisers working for You on the same matter	7.3	We may store information about You, Your matter or any other Documents and correspondence relating to Your file(s) using cloud based technology. If You do not wish for Your file(s) or other information to be stored in this way please inform Us in writing before We commence work on Your Matter
	(c) for fraud prevention, anti-money laundering purposes, anti-bribery purposes and/or generally for the prevention or detection of crime, which may include disclosure to relevant third parties	7.4	Where any public announcements are made about a matter following its completion, You agree to Us also making an announcement at any time after the conclusion of the matter associating Us as Your advisers. We will not publicise or disclose details of this matter (including the amount of any consideration paid) without Your consent if it has not been publicly announced.
	(d) to ensure the safety and security of Our people and premises (where We may also use CCTV) which may include disclosure to relevant third parties		
	(e) for disclosures to Our auditors, Our own legal and other professional advisors, Our insurers and insurance brokers		
	(f) to administer Your account with Us, including credit and conflict searches, providing e-billing services at Your request and tracing and collecting any debts, which may include disclosure to relevant third parties	7.5	This Clause 7 will continue in force beyond the termination or expiry of this agreement.
	(g) to conduct specific tests on Our existing or new systems, networks, applications or software, which may include disclosure to relevant third parties; if You do not object to Us so doing	7.6	If You do not wish Us to disclose Your details, You must notify Us in writing when signing and returning a copy of the Engagement Letter.
	(h) for advertising, marketing and public relations, including sending You direct marketing communications	8	<b>Contentious Work – Costs Risk Warning</b>
	(i) to manage Our business performance, to assess client satisfaction (such as by asking You to participate in surveys) and generally to help improve Our services, which may include disclosure to relevant third parties	8.1	In litigation, the Court may decide to order one party to pay the costs of another party. The Court usually orders the unsuccessful party to pay all or a part of the successful party's costs although there is no certainty about this. The successful party usually recovers a proportion of its costs from the unsuccessful party although there is no certainty about this. You should be aware that, in a case heard in a court in England and Wales:
	(j) as otherwise required by Law and;		(a) if You make an interim application to Court which fails You may have to pay the other side's costs, usually within 2 weeks
	(k) where You have given written consent to such disclosure		(b) if You lose the case You may have to pay the other side's costs and it is not usually possible for You to withdraw from the case without dealing with the issue of those costs
7.1	Sharing or disclosing Your Confidential Information and/or Your Personal Information in accordance with this provision may involve transfer of, or access to, such information worldwide and		(c) costs awarded must be proportionate to the value of the dispute and, in the ordinary course, recovered costs rarely exceed 60-70% of actual expenditure
7.2	We will not disclose information in Our possession which relates to You to another client and You waive any obligation We have to disclose to You information in Our possession relating to other clients.		(d) You will still be liable to pay Our invoices in full even if the other party

	fails to pay the costs awarded to You by the Court		by telephone on 0300 5550333 or +44 121 245 3050 (from overseas) or at <a href="mailto:enquiries@legalombudsman.org.uk">enquiries@legalombudsman.org.uk</a> .
	issues which the Court may consider in assessing the costs payable or recoverable include:	9.3	The Legal Ombudsman deals with complaints by consumers and very small businesses. This means some clients may not have the right to complain to the Legal Ombudsman, such as charities or clubs with an annual income of more than £1 million, trustees of trusts with an asset value of more than £1 million and most businesses (unless they are defined as micro-enterprises). This does not prevent You from making a complaint directly to Us about the service You have received or about an invoice.
	(a) efforts made before and during the proceedings to try to resolve the dispute, including the appropriate use of mediation and other alternative dispute resolution procedures		
	(b) the effects of payments into court and offers of settlement		
	(c) the complexity and size of the matter and the difficulty or novelty of the questions raised	9.4	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 or within six years of the act or omission about which You are complaining occurring (or if outside of this period, within three years of when You should reasonably have been aware of it).
	(d) the skill, effort, specialised knowledge and responsibility involved		
	(e) the time spent		
	(f) the place and circumstances in which the work was done		
8.2	If You are unsuccessful, or the court so orders for some other reason, You may be ordered to pay the other side's costs. We will discuss with You whether the likely outcome will justify the expense/risk.	10	<b>Intellectual Property Rights</b>
8.3	If the other side is or becomes legally aided it is highly unlikely that You will recover Your costs even if You are successful.	10.1	Unless We agree otherwise in writing, all copyright, database rights and other intellectual property rights which exist in all works, documents and other materials that We develop, design, generate or create while providing the Services (either before the commencement of or during or after the completion of the provision of the Services) will remain Our property. We licence You to use such documents and materials for the purposes for which they are created, but not otherwise.
9	<b>Complaints and Suggestions</b>		
9.1	Haddleton Legal is committed to providing You with an excellent service. If You have a suggestion, query or complaint about Our service or an invoice, please raise it with the person dealing with Your matter first. Ultimately if You remain unsatisfied, it will be dealt with by James Haddleton. We operate a written complaints procedure in compliance with the requirements of the SRA. The Code of Conduct governing solicitors can be found at <a href="http://www.sra.org.uk/code-of-conduct.page">www.sra.org.uk/code-of-conduct.page</a> . A copy of Our complaints procedure is available on request.	11	<b>Fees and Disbursements</b>
9.2	We have eight weeks to consider Your complaint. If We have not resolved it within this time You may have the right to complain to the Legal Ombudsman at PO Box 6806 Wolverhampton, WV1 9WJ, or	11.1	The basis on which We charge Our fees is set out in the Engagement Letter or, if not, it can be set out in any other written or verbal agreement made between Us. Fee estimates given by Us are given in good faith but We are not bound by them unless We agree in writing. This is because an estimate can be affected by factors outside of Our control. Where practicable, We will notify You beforehand if We think the estimate may be exceeded, but if We don't notify You this will not affect Your liability to pay Us.
			<b>Fixed fee services</b>

- 11.2 To give You certainty this is Our preferred basis for charging. If the Engagement Letter states that We are charging a fixed fee, it will usually be calculated by reference to Our standard daily or half daily rates and will set out parameters and assumptions. Additional services may be provided on request and (unless otherwise agreed by Us in writing) will be charged at Our standard daily or half daily rates set out in the Engagement Letter.
- Hourly rate services**
- 11.3 We don't believe that hourly rates benefit Our clients, but if We agree in the Engagement Letter that We will charge on this basis, the hourly rates vary according to the experience and seniority of the person dealing with the matter. The rates which apply to each matter will be set out in the Engagement Letter. We will notify You in writing of any increase to the stated hourly rates. However, Our hourly rates will not be increased on any individual matter that completes within 2 years of Our first instruction on that matter.
- 11.4 We will add VAT to Our fees at the rate that applies at the time of invoicing.
- 11.5 All expenses which We incur in working on Your matter will be payable by You in addition to Our fees. Examples of these expenses include Land Registry and Companies House fees, search fees, stamp duty (and similar taxes), fees charged by experts, agents, couriers and barristers, court fees, travel expenses and subsistence, faxes, international telephone calls, use of on-line databases, bank charges for EU/EEA currency transactions that remain within the EU/EEA and telegraphic transfer fees. In addition, We may charge You for processing these expenses. We may also charge You for photocopying, scanning and other document production at Our discretion. VAT is payable on certain expenses in addition.
- 11.6 We usually require payment on account for fees (or part thereof) and/or expenses before We will carry out work or incur expenses on Your behalf. If You do not comply with Our request We may stop acting for You on the matter and/or terminate Our engagement with You.
- 12 **Invoicing**
- 12.1 Our invoices are payable in full upon presentation.
- 12.2 You may not set off against Our invoices any moneys that You claim are due to You from Us.
- 12.3 The Engagement Letter states when We will submit Our invoices. If not, We will do so monthly but may choose to submit invoices at other intervals. We may also submit an invoice on or at any time after conclusion of the matter or the end of this agreement. All invoices, whenever they are submitted, are final invoices for the period to which they relate but this does not prevent Us from invoicing You for expenses for that period in a subsequent invoice.
- 12.4 For some work (such as project work) We may be entitled to submit an invoice payment at fixed periods including at the beginning of a matter. Such a payment is not a payment on account but a sum due and owing upon presentation of the invoice.
- 12.5 It is Your responsibility to tell Us when first instructing Us if You have any form of insurance cover (such as legal expenses insurance) that You think will pay Our fees, or if there is a third party who may pay Our fees. If a third party agrees to pay all or part of Our invoices, You will remain responsible to Us for payment in full until those invoices have been paid in full.
- 12.6 If We are advising more than one person (including individuals, companies or other entities) We will, unless otherwise agreed by Us in writing, act for those persons jointly and severally. If We are asked to deliver invoices only to one person, those invoices will be payable in full by all other persons We act for under this agreement.
- 12.7 If We do not receive payment within 7 days of any invoice, then:
- (a) We will charge You interest (daily) on the unpaid element of the invoice at the rate currently payable on judgment debts from the date of the invoice until payment;
- (b) We may suspend or terminate the provision of the Services to You (whether in respect of the matter to which the invoice relates or any

	other matter on which We are acting for You), although We will not do so without informing You first; and		accrued interest) will be available to Us to transfer and use in payment of Our invoices in accordance with the SRA Accounts Rules.
	(c) We will retain all and any of Your files, documents, moneys or assets that We hold in Our possession until Our fees and expenses have been paid in full (notwithstanding any security for Our fees).	13.4	You may be asked to disclose details of the source of any funds paid to Us in relation to any matter and failure to do so may lead Us to terminate the engagement or delay a matter whilst further investigations are made.
	(d) You will be responsible to pay Us in full (on an indemnity basis) all the costs and expenses We incur in recovering payment from You.	13.5	We shall not be liable for any Loss which You or any third party may suffer in connection with the inability, delay, failure or refusal of the bank or other deposit-taking institution with whom We have deposited funds to pay out when requested to do so.
12.8	Any query on an invoice must be raised with Us within 5 working days of presentation of the invoice. You must still pay all other elements of the invoice to the extent that they are not subject to the query. If We cannot resolve Your queries under Our complaints procedure You may have the right to object to the invoice by making a complaint to the Legal Ombudsman or by applying to the court for an assessment of the invoice under Part III of the Solicitors Act 1974. The Legal Ombudsman may not deal with a complaint about an invoice if an application has been made to the court for assessment. If all or part of an invoice remains unpaid during this process We may be entitled to charge interest.	13.6	For clients who are individuals or small companies, compensation is recoverable through the Financial Services Compensation Scheme, in the event monies are lost through the collapse of a deposit-taking institution. Further information is available at: <a href="http://www.fscs.org.uk">http://www.fscs.org.uk</a> .
		14	<b>Communications</b>
		14.1	We will communicate with You and, as appropriate, third parties using any modern and/or normal means such as letters, fax, e-mail, text, instant messaging, telephone, voicemail and video conferencing or using CD-ROMs, DVDs or USB devices. If there is any mode of communication which You do not wish Us to use, please notify the person responsible for the matter in writing.
13	<b>Client monies</b>		
13.1	Moneys held by Us on Your behalf such as money held on account of fees and expenses, will be held in a general client account separately from Haddleton Legal's own monies with a bank or deposit-taking institution of Our choosing. The account will be administered according to the SRA Accounts Rules. You may be entitled to interest, details of which are available on request. To comply with Our money laundering obligations, if a matter does not complete We will repay any monies held by Us on Your behalf to You alone and not to any third party on Your behalf	14.2	You agree that where We communicate with You by email it is sent without encryption over the internet. We will not be responsible for any Loss arising from the unauthorised interception, re-direction, copying or reading of emails, including any attachments, nor shall We be responsible for the effect on any computer system (or any damage arising from any such effect) of any emails, attachments or viruses which may be transmitted by this means (save to the extent that this is caused by Our negligence or wilful default).
13.2	We do not pay interest if the sum calculated is less than £50 in total for the full period during which We hold cleared funds.	14.3	If You regard any communications from or to Us as particularly confidential, or require security arrangements regarding a matter or have alternative communication requirements please notify Us in writing.
13.3	Monies deposited with Haddleton Legal on account of fees and expenses (including		

14.4	We do not guarantee the availability or security of Our electronic information, storage and communications systems.	16	<b>Termination or Cancellation</b>
14.5	We and You may use electronic signatures where permitted by law. You agree that You will co-operate with Us by providing any certification We request to verify the authenticity of Your electronic signature.	16.1	You may end this agreement at any time by writing to Us but We will be entitled to keep all Your documents, deeds money and assets held by Us if there is money owing to Us (including fees and expenses which have not yet been billed).
14.6	You warrant that any signature You provide on any document is an authorised signatory and that We can and do rely on that warranty without the need to make any further enquiry of You or the signatory	16.2	Where We are instructed by You in Your capacity as a "Consumer" (being an individual acting for purposes which are wholly or mainly outside that individual's trade, business, craft or profession) the matter is regulated by the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013.
15	<b>Retention and storage of documents and deeds</b>		<b>Cancellation Notice:</b> If You are such a client and this agreement was not entered into on Haddleton Legal's premises then under the above regulations, You have the right to cancel Your agreement with Us within fourteen working days of Your receipt of the engagement letter, without any charge being made by Us. You must give Us notice in writing, either by post or electronically, or please ask Us for a cancellation form to complete. The notice of cancellation will be deemed served on Us as soon as it has been posted, or sent electronically. Please note that if You agree in writing that We should undertake work on Your behalf before the end of the cancellation period, then even if You cancel Your agreement with Us You may still be required to pay for services supplied before the cancellation date.
15.1	After completing a matter, We retain all documents relating to it until You have paid Our fees and expenses in full. You may then request the return of the file to You.		
15.2	We shall keep Your file in storage (other than any documents returned to You) usually for at least six years from the conclusion of the matter. You agree that We may destroy or permanently delete the file after that time without further reference to You. Irrespective of when the files are destroyed or deleted You agree that We shall not be liable to You for any Loss caused by the destruction or deletion of the files. You and We agree this exclusion of liability is reasonable because You can request the file or a copy of it upon completion of the matter. We will not destroy documents that We agree to hold in safe custody (such as deeds).	16.3	We may end this agreement if We have reasonable grounds to do so. For example, if You do not pay invoices when they fall due or fail to provide adequate instructions. We will give You reasonable notice that We will stop acting for You and You will be liable to pay Our fees and expenses to the point of termination of this agreement and as set out elsewhere in these terms (such as at clause 15.3).
15.3	We may charge You a fee for the retrieval and photocopying of documents from storage although We will not normally charge that fee if We retrieve documents to enable Us to carry out further work for You. We will charge for any further work You instruct Us to do regarding the retrieved documents. Unless otherwise agreed with You in writing, those charges will be at Our rates applicable at the relevant time.	16.4	If Your matter does not conclude, or We are prevented from continuing to act because of Our legal obligations or Our regulatory requirements, We will charge You for any work We have done.
15.4	You agree that We shall be entitled to retain and use for Our own purposes copies of all files and documents created and received by Us during the provision of the Services.	17	<b>Limitation of Liability</b>
		17.1	You agree that the limitations on Our liability as set out in this agreement are

	reasonable having regard to the nature of Your instructions and the work involved and the availability and cost of professional indemnity insurance.		
17.2	We will undertake the Services with reasonable skill and care.		
17.3	Nothing in this agreement shall limit Haddleton Legal's liability to You for any Loss caused by Haddleton Legal's fraud or fraudulent misrepresentation or in respect of death or personal injury caused by Our negligence or otherwise where liability cannot be limited or excluded by law.	17.10	Proceedings in respect of any claims against Us must start within three years after You first had (or ought reasonably to have had) both the knowledge for bringing an action for damages and the knowledge that You had a right to bring such an action and in any event no later than six years after any alleged breach of contract, negligence or other cause of action. This provision expressly overrides any statutory provision which would otherwise apply; it will not increase the time within which proceedings may be commenced and may reduce it.
17.4	Subject to Clause 15.3, Haddleton Legal Group limits its Liability to You for any claim arising from or in connection with each matter to a maximum aggregate sum of £3 million. This limit may be relied on by any entity or person within the Haddleton Legal Group. Where We are instructed jointly by more than one party, this limit on Our liability applies to all of You collectively (including anyone claiming through You or on Your behalf).	17.11	If We and any other party or parties are liable to You together in respect of the same claim and/or You have contributed to any Loss claimed by Your own acts or omissions, then We shall only be liable to pay You the portion which is found to be fair and reasonable having regard to the level of Our default. We will not be liable to pay You the portion(s) which is due to the fault of another party or parties, even if You do not recover all or any money from the other party or parties for any reason.
17.5	Where We are not under any obligation to act for You (or to continue to act for You), We will not be liable to You for any Loss which You suffer as a result of Our refusal to proceed with Your matter.	17.12	If We are liable to You and any other party or parties would have been found liable to You together with Us in respect of the same claim if either:
17.6	We will not be liable to You for any Loss caused by or connected with Our compliance with any legal duty or obligation We have, or believe in good faith that We have.	(a)	You had also brought proceedings or made a claim against them; or
17.7	We will not be responsible to You for any Loss arising from a breach of Your Responsibilities to Us set out at clause 2.2.	(b)	We had brought proceedings or made a claim against them for a contribution towards Our liability,
17.8	If We prepare standard or template documents for You any claim arising from an error or errors in those documents, whether or not repeated, will be regarded as one claim and subject to the limitations set out in this agreement		then any sum due from Us to You shall be reduced by the proportion for which such other party or parties would have been found liable had those proceedings been brought or those claims been made.
17.9	Haddleton Legal is responsible for the provision of the Services. You agree that You will not bring any claim against any Haddleton Legal Individual and that Haddleton Legal and any Haddleton Legal Individual can rely upon this provision. Despite having such rights, this agreement can be varied or ended without the consent of any Haddleton Legal Individual.	18	<b>General</b>
		18.1	<b>Professional indemnity insurance</b>
			We maintain professional indemnity insurance in accordance with the requirements of the SRA. Our current insurers are Zurich Insurance plc whose address is 8 <sup>th</sup> Floor, 70 Mark Lane, London EC3R 7NQ under policy number 8011564.
		18.2	<b>Rights of third parties</b>

A person who is not a party to this agreement shall have no right under the Contracts (Rights of Third Parties) Act 1999 or otherwise to enforce any of its terms save as set out in in this agreement.

**18.3 Applicable law and jurisdiction**

These terms and Our engagement letter shall be governed by, and interpreted in accordance with, English law. Any disputes or claims concerning this agreement and any matters arising from it shall be dealt with only by the courts of England and Wales.

**18.4 Waiver**

If We or You do not enforce Our respective rights under this agreement at any time it will not prevent either Us or You from doing so later.

**18.5 Severability**

If any part of this agreement is found by any court or similar body to be invalid or unenforceable, it shall not affect the other parts of this agreement.

**18.6 Force majeure**

Neither You nor We are liable for any delay or failure to fulfil Our respective obligations under this agreement as a result of causes beyond Our reasonable control. Such causes include, but are not limited to, fire, floods, acts of God, acts and regulations of any governmental or supranational authority, pandemic, war, riots, strikes, lockouts and industrial disputes.

**18.7 Entire agreement**

The Engagement Letter and these terms of business constitute the entire agreement between You and Us in respect of the Services.