

Engage Plan: Terms of Business

Parties

- a) The company, firm, entity or individual identified as the client in the Retainer Letter (**Client**).
- b) **Harper James Limited** trading as Harper James incorporated and registered in England and Wales with company number **07761967** whose registered office is at Floor 5, Cavendish House, 39-41 Waterloo Street, Birmingham, B2 5PP (**Harper James**).

Agreed terms

1. Interpretation

- 1.1. The definitions and rules of interpretation in this clause apply to this agreement.

Administrative Charge: the applicable administrative charge payable for an administrative service provided by Harper James in accordance with the Client's instructions or as reasonably required in relation to the Matter, being the charge on the Website on the date of provision of the administrative service.

AML Charge: the applicable charge payable for completing the anti-money laundering checks required by law, being the charge on the Website on the date of completion of the checks.

Business Day: a day other than a Saturday, Sunday or public holiday when banks in London are open for business.

Charges: Administrative Charges and AML Charges.

Commencement Date: the date specified in the Harper James welcome email confirming that onboarding requirements have been completed or, as the case may be, the date of the New Instruction Confirmation email.

Data Protection Legislation:

- (a) To the extent the UK GDPR applies, the law of the United Kingdom or of a part of the United Kingdom which relates to the protection of personal data.
- (b) To the extent the EU GDPR applies, the law of the European Union or any member state of the European Union to which a party is subject, which relates to the protection of personal data.

Disbursements: the third party costs which Harper James incurs on behalf of the Client when delivering the Services (including but not limited to payments to Companies House, Land Registry searches, postage and courier costs and travel costs).

EU GDPR: the General Data Protection Regulation ((EU) 2016/679).

Fees: the fees calculated in accordance with clause 4.2.

Matter: each specific legal matter in respect of which the Client requests legal services from Harper James from time to time and where Harper James has agreed to act.

New Instruction Confirmation: an email confirming the details of a new Matter, provided by Harper James to the Client on accepting the Client's instructions in relation to a Matter.

Phase: a task in relation to which the Client has instructed Harper James in respect of which task Harper James charges a fixed fee.

Phase Fee: the amount notified to the Client in writing as payable for completion of a Phase.

0800 689 1700 / enquiries@harperjames.co.uk / harperjames.co.uk

Address for all written correspondence: Floor 5, Cavendish House, 39-41 Waterloo Street, Birmingham B2 5PP

Privacy Policy: the privacy policy at harperjames.co.uk/help/privacy/ from time to time.

Retainer Letter: the letter of engagement from Harper James to the Client accompanying these Terms of Business.

Services: legal services requested by the Client that Harper James is capable of providing and agrees to provide.

Standard Rate: the hourly rate for the applicable fee earner as specified on the Website on the date of the New Instruction Confirmation.

UK GDPR: has the meaning given to it in section 3(10) (as supplemented by section 205(4)) of the Data Protection Act 2018.

Website:
<https://harperjames.co.uk/help/terms> or such other URL as is notified to the Client by Harper James from time to time.

- 1.2. Clause headings shall not affect the interpretation of this agreement.
- 1.3. References to this “agreement” shall be deemed to include these Terms of Business; the Engagement Letter, and the New Instruction Confirmation.
- 1.4. Any words following the terms including, include, in particular, for example or any similar expression shall be interpreted as illustrative and shall not limit the sense of the words preceding those terms.

2. The Services

- 2.1. The Services shall be provided on the terms of this agreement.
- 2.2. Any issue with the Services should be referred as soon as possible in accordance with the complaints procedure here: <https://harperjames.co.uk/help/complaints/>
- 2.3. If the parties are unable to resolve a complaint, the Client may refer it for independent review to the Legal Ombudsman.

- 2.4. The Legal Ombudsman expects complaints to be made within a year of the issue arising (or the Client becoming aware of the issue); or, if applicable, within six months of Harper James' final response to the Client in relation to the issue.
- 2.5. The Client may also be entitled to an assessment of Harper James' costs under the Solicitors Act 1974.
- 2.6. If Harper James has to make a notification under the terms of its professional indemnity insurance policy, the Client agrees that information about the Client and the Client's Matters may be seen by an assessor or another person unconnected with Harper James (which person shall be subject to appropriate confidentiality obligations).
- 2.7. If the Client has referred an issue to Harper James and it is not resolved within eight weeks (or any agreed extension), this agreement will terminate and the parties shall act reasonably in agreeing whether any accrued and unpaid Fees should be payable.

3. Conflicts of interest

- 3.1. In the event of a conflict of interest that could prevent Harper James from acting for the Client, Harper James will act promptly and reasonably in determining for which client (if any) it will act and whether it must decline the Client's instructions in relation to the relevant Matter.

4. Fees, Charges, Disbursements and VAT

- 4.1. The Client agrees to pay Harper James monies on account of the anticipated Fees for the Client's first Matter and (at Harper James' request) for any Charges and Disbursements and for any or all subsequent Matters.
- 4.2. Services are provided on one of two bases:
 - (a) the time for which Harper James is engaged in the delivery of the

- Services (measured in six minute units); and/or the time it would have been engaged in the delivery of services but for the use of other resources, including the application of technology and innovation, in the delivery of the Services (**Time Spent**); and
- (b) a Phase Fee for the Services or part of the Services.
- 4.3. Harper James will (if requested by the Client) provide the Client with an estimate of the Time Spent or the Phase Fee (as applicable). If neither is provided, the basis set out in clause 4.2(a) shall apply.
- 4.4. The Client agrees to pay Harper James monthly in arrears:
- (a) the Standard Rate (pro-rated for each part of an hour) for the Time Spent in that month including in relation to clarifying the Client's source of wealth and/or funds; and
- (b) if any, the Phase Fee in respect of each commenced in the applicable month.
- 4.5. Harper James reserves the right (subject to obtaining the prior written agreement of the Client) to charge a higher rate than the Standard Rate (including if a Matter is complex; is to be completed quickly; requires work outside Harper James' usual hours or on days that are not Business Days; or is of high value/high risk).
- 4.6. Harper James shall be entitled at any time after the end of each calendar month, to invoice the Client for the sums due under this agreement including details of those amounts. Harper James shall also be entitled to invoice the Client for any Charge or Disbursement on or after the time that it is incurred.
- 4.7. The Client shall:
- (a) notify Harper James within 5 Business Days of receipt if it disputes all or any part of the invoice; and agrees to co-operate fully and promptly with Harper James to resolve the dispute;
- (b) pay each invoice (to the extent not disputed) by direct debit (unless Harper James agrees otherwise in writing) by the 15th day of the month following the month to which the invoice relates.
- 4.8. Harper James may apply any monies held on account for the Client against Fees, any Charge and Disbursements.
- 4.9. The Fee, Charges and Disbursements exclude VAT which may from time to time apply. Where applicable, Harper James shall charge VAT to the Client, at the prevailing rate and shall provide the Client with a VAT invoice, and the Client shall pay any VAT on the same terms and at the same time as paying the Fee.
- 4.10. Any sums which remain outstanding after the due date shall carry interest (both before and after judgment) on a daily basis at an annual rate equal to 7% above the base rate of the Royal Bank of Scotland Plc from time to time.
- 4.11. There may be circumstances in which:
- (a) the Client becomes liable to pay the other party's(ies') legal costs in addition to the Fees, Charges and Disbursements. The Client, not Harper James, is liable to pay those costs; and
- (b) the other party is (or parties are) ordered to pay the Client's legal costs. The Client is highly unlikely to recover all of the legal costs it has paid to Harper James in the litigation but remains liable for all of the Fees, Charges and Disbursements.
- 4.12. Where an invoice is not paid by direct debit, Harper James is entitled to charge an administration fee equal to the lesser of £100 and 10% of the amount due (plus VAT if applicable).
- 4.13. In addition to the rights of Harper James to recover interest under clause 4.10, if the Client fails to pay a Harper James invoice by the due date, Harper James shall be entitled to terminate this agreement.

- 4.14. The Client acknowledges that Harper James will be under no obligation to provide Services whilst any undisputed invoice is due and payable and shall have no liability to the Client in respect of the failure to provide.

5. The Client

- 5.1. Harper James is required to provide a proper standard of service, which takes into account the individual needs and circumstances of each client. This includes providing each client with the information it needs to make informed decisions about the services it needs, how these will be delivered and how much they will cost. Harper James' responsibilities include reviewing each ongoing Matter regularly to advise the Client of any relevant changes in the law whilst dealing with the Matter and notifying the Client of any circumstances of which it becomes aware that could affect the outcome of the Client's Matter(s).
- 5.2. During the term of this agreement, the Client undertakes that it shall:
- (a) provide Harper James with clear, timely and accurate instructions;
 - (b) provide, in a timely manner, all documentation and information that Harper James reasonably requests and ensure that it is complete and accurate; and
 - (c) where a Matter is contentious or potentially contentious, safeguard any documents that are likely to be required for disclosure.

6. Term

- 6.1. Unless agreed otherwise by Harper James in writing, this agreement shall begin on the Commencement Date; it shall then continue until either party gives written notice of termination to the other party, termination to take effect upon:
- (a) payment in full of all sums due from the Client under this agreement; and
 - (b) resolution of any dispute between the parties.

7. Default and Early Termination

- 7.1. The Client may terminate this agreement immediately on giving notice in writing to Harper James if:
- (a) Harper James commits any material breach of this agreement (including failure by Harper James to fulfil any service levels agreed between the parties from time to time) and (in the case of a breach capable of being remedied) fails to remedy the breach within ten Business Days of receiving a written notice of the breach requiring the breach to be remedied; or
 - (b) Harper James becomes insolvent, is unable to pay its debts, ceases to trade, has a receiver appointed over the whole or any part of its assets, has an administrator appointed, enters into any composition with creditors generally, is wound up or any step is taken towards any of these events.
- 7.2. Harper James may terminate this agreement immediately on giving notice in writing to the Client if:
- (a) the Client commits any material breach of this agreement (including repeated failure by the Client to comply with its obligations under this agreement) and (in the case of a breach capable of being remedied) fails to remedy the breach within ten Business Days of receiving a written notice of the breach requiring the breach to be remedied; or
 - (b) the Client becomes insolvent, is unable to pay its debts, ceases to trade, has a receiver appointed over the whole or any part of its assets, has an administrator appointed, enters into provisional liquidation or any composition or arrangement with creditors generally, applies to court for (or obtains) a moratorium under Part A1 of the Insolvency Act 1986, is wound up, is (being an individual) the subject of a bankruptcy petition, application or order, any step is taken towards any of these events, or if the step or action is taken in another jurisdiction, in connection with any

analogous procedure in the relevant jurisdiction; or

- (c) the Client does not make a payment on account when asked to do so; or
- (d) the Client fails to provide adequate instructions; or
- (e) in relation to this engagement, the Client acts or proposes to act unprofessionally, in bad faith or immorally or unethically or in a way that is incompatible with an effective client-solicitor relationship; or
- (f) Harper James determines on reasonable grounds that continuing to act would or might materially damage its professional reputation.

8. Effect of Termination

8.1. Any termination of this agreement however caused shall not affect:

- (a) any rights or liabilities which have accrued before termination; or
- (b) the continuance in force of any provision of this agreement which expressly or by implication is intended to come into or continue in force after termination.

9. Announcements

9.1. Each party shall ensure that, except as may be required by law or any regulatory authority, neither it nor any of its employees, agents or contractors shall make, or cause to be made, (whether to employees, customers, suppliers, public, press or otherwise) any communication, media statement, announcement or other disclosure, whether written or oral, about the other party to this agreement, the existence of this agreement or any matter referred to in this agreement without the other party's prior written consent to such disclosure and/or its contents.

10. Audit and Record-Keeping

10.1. Harper James shall keep and maintain for as long as it deems necessary after each Matter has been completed, or as long a period as may be agreed between the

parties, accurate electronic records in relation to that Matter including, in particular:

- (a) the services provided by Harper James under this agreement; and
- (b) all payments made by the Client.

10.2. Subject to any lien, undertaking or right of retention in its favour, Harper James shall on request provide the Client or the Client's representatives with such access, on reasonable notice and within normal working hours, to such records as may be reasonably required by the Client in connection with this agreement.

10.3. Harper James will store its records in connection with this agreement electronically.

10.4. Any original documents will be delivered at the Client's expense to the Client (or a third party as directed by the Client) for safekeeping.

10.5. External firms or organisations may conduct audits or quality checks on Harper James. These external firms or organisations are required to maintain confidentiality in relation to client files.

11. Confidentiality

11.1. Harper James is required to keep clients' affairs confidential unless disclosure is required or permitted by law or the Client consents to disclosure.

11.2. By entering into this agreement, the Client consents to any disclosures of confidential information which:

- (a) are requested by the Legal Ombudsman in relation to a complaint made by the Client;
- (b) are legitimately requested by external firms and organisations conducting audits and/or quality checks.

11.3. In addition, in order to comply with its regulatory obligations and the terms of its professional indemnity insurance, Harper James may disclose documents and information to insurers, brokers and insurance advisers on a confidential basis.

This could include details of circumstances arising from work for the Client that might give rise to a claim against Harper James. By accepting these terms and conditions the Client consents to such disclosure by Harper James even if the documents and information in question are confidential and/or subject to legal professional privilege.

12. Limitation of Liability and Insurance

- 12.1. Harper James has professional indemnity insurance. Details of this insurance, including contact details of the relevant insurer and the coverage of the policy, can be inspected by the Client at the Birmingham office of Harper James (or otherwise made available) on request.
- 12.2. Subject to clause 12.6 and unless expressly agreed otherwise by Harper James in writing, the aggregate liability (including interest and costs) of Harper James to the Client shall not exceed £3,000,000 (three million pounds) per claim or series of related claims.
- 12.3. Harper James will not be liable for any consequential, special, indirect or exemplary damages, costs or losses, or any damages, costs or for losses attributable to lost profit or opportunity or loss of (or damage to) goodwill.
- 12.4. Harper James is a limited company. This means that its members and directors are not personally liable for any acts or omissions of Harper James, unless the law requires otherwise. This does not limit or exclude the liability of Harper James for the acts or omissions of its members and directors.
- 12.5. In accordance with the common terminology used in professional service organisations, the word 'partner' is used by Harper James to refer to an employee who is a lawyer with senior standing and qualifications. No person held out or referred to as a 'partner' is personally liable for the acts or omissions of, nor has any authority to oblige, enter into contracts on behalf of, or otherwise bind, Harper James.

- 12.6. Harper James can only limit its liability to the extent the law allows. In particular, Harper James cannot (and does not) limit liability for death or personal injury caused by negligence or for fraud or fraudulent misrepresentation.

13. Non-Solicitation

- 13.1. The Client shall not, without the prior written consent of Harper James, at any time from the date of this agreement to the expiry of 12 months after the termination of this agreement, either on its own account or in partnership or association with any third party, and whether directly or indirectly, employ or attempt to employ or engage in any way with any person who is, or has been, involved in the provision of any part of the Services from time to time.

14. Introductions and Referrals

- 14.1. Harper James will tell the Client if it has a financial relationship with a third party (e.g., an introducer or a person with whom it shares fees). No such arrangement will compromise the obligation of Harper James to provide independent advice to its clients.

15. Data Protection

- 15.1. Each party will comply with all applicable requirements of the Data Protection Legislation. This clause 15 is in addition to, and does not relieve, remove or replace, a party's obligations under the Data Protection Legislation.
- 15.2. Harper James acts as a controller, collecting personal data for the purposes of delivering legal services to the Client (where "controller" has the meaning given in the Data Protection Legislation).
- 15.3. Harper James will process personal data in accordance with the terms of this agreement and the Privacy Policy.

16. Insurance Distribution

- 16.1. Harper James is not authorised by the Financial Conduct Authority ("FCA"). However, it is included on the register maintained by the FCA so that it can carry

on insurance distribution activity, which is broadly the advising on, selling and administration of insurance contracts, e.g. defective title insurance, legal expense insurance or after the event insurance. This aspect of Harper James' services, including arrangements for complaints or redress if something goes wrong, is regulated by the Solicitors Regulation Authority. The register can be accessed via the FCA website at www.fca.org.uk/firms/financial-services-register.

- 16.2. In relation to insurance distribution activities, complaints and redress mechanisms are provided through the SRA and the Legal Ombudsman. Further information can be found at clause 2.4.
- 16.3. When delivering services to the Client, Harper James may recommend that an insurance contract is taken out. The Client acknowledges and agrees that:
- (a) Harper James only deals with a limited number of providers and is not under any contractual obligation to do business with them; details of the providers are available on request;
 - (b) Harper James does not give a recommendation based on all insurance policies of the relevant type in the market; and
 - (c) No recommendation is given by Harper James as to the adequacy of a contract of insurance to meet the Client's needs.
- 16.4. Before Harper James recommends a contract of insurance to the Client, Harper James will take reasonable steps to ensure that the recommendation is suitable to the Client's demands and needs by:
- (a) considering relevant information already held;
 - (b) obtaining details of any relevant existing insurance;
 - (c) identifying the Client's requirements and explaining to the Client what the Client needs to disclose; and

(d) considering the relevance of any exclusions, excesses, limitations or conditions.

16.5. If Harper James recommends a contract of insurance that does not entirely meet the Client's needs because there is no such contract available in the market, Harper James will make this position clear to the Client.

17. Client Account

17.1. Harper James banks with a number of financial institutions (details available on request). Where it holds monies for the Client in a client account, they are treated as if deposited direct with the relevant financial institution. Harper James is not liable for the default of any financial institution in which Harper James has deposited funds.

17.2. If Harper James is holding money on the Client's behalf, it may use that (and any accrued interest) in payment or part payment of its invoices. Harper James accounts for a rate of interest that is fair and reasonable on any monies held on the Client's behalf (subject to a de minimis of £50).

18. Harper James' Commitment to Clients

18.1. Harper James is authorised and regulated by the Solicitors Regulation Authority.

18.2. Harper James conducts business with its clients by email. The Client consents to this, and understand that email is unencrypted and is not always secure. If the Client requires a greater level of security this must be raised at the outset and may involve additional cost.

18.3. The Client releases Harper James from all damages, claims, losses, expenses and liabilities caused by, or arising from, viruses, unauthorised access or any other risks arising directly or indirectly out of the use of email.

18.4. Harper James maintains its client files and related information in electronic format

using Microsoft 365 Sharepoint, which is provided by Microsoft Corporation and hosted in the UK/European Union. If the Client requires a greater level of security or does not wish its files and related information to be stored in this way, this must be raised at the outset and may mean that Harper James cannot act for the Client.

19. Assignment and Sub-Contracting

19.1. The Client shall not, without the prior written consent of Harper James, assign, transfer or deal in any other manner with this agreement or any of its rights and obligations under this agreement or purport to do so.

20. Entire Agreement

20.1. This agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous drafts, agreements, arrangements and understandings between them, whether written or oral, relating to its subject matter.

20.2. Each party agrees that it shall have no remedies in respect of any representation or warranty (whether made innocently or negligently) that is not set out in this agreement. Each party agrees that its only liability in respect of those representations and warranties that are set out in this agreement (whether made innocently or negligently) shall be for breach of contract.

20.3. No variation of this agreement shall be effective unless it is in writing and agreed by both parties (or their authorised representatives) whether electronically or otherwise.

21. Contracts (Rights of Third Parties) Act 1999

21.1. A person who is not a party to this agreement shall not have any rights under or in connection with it by virtue of the Contracts (Rights of Third Parties) Act 1999. No other person may use or rely on Harper James' advice or this agreement without Harper James' prior written consent.

21.2. The rights of the parties to terminate, rescind or agree any variation, waiver or settlement under this agreement is not subject to the consent of any person that is not a party to this agreement.

22. Appointment of third parties

22.1. If Harper James procures the services of third parties, such as barristers, experts, agents and overseas lawyers, to act on the Client's behalf, Harper James will be acting as the Client's agent and the contract for services will be between the third party and the Client unless Harper James agrees otherwise in writing. Harper James will not be responsible for any negligent advice or other default on the part of the third party. The Client is responsible to each third party directly for payment of their fees, together with VAT as appropriate whether the Client receives invoices directly or as Disbursements.

23. Searches

23.1. Where searches of public registers (e.g. Companies House, Land Registry, HM Courts & Tribunal Service) are undertaken as part of Harper James' work, it assumes that the information held by the relevant registry is complete, accurate and up to date at the time the search was conducted.

24. Notices

24.1. Notices under this agreement must be in writing and sent to the relevant party's address as set out in the Retainer Letter. They may be given, and will be deemed received:

- (a) by first class post: two Business Days after posting;
- (b) by airmail: seven Business Days after posting;
- (c) by hand: on delivery; and
- (d) by e-mail: on receipt of a delivery return mail from an address commonly used by the recipient party in connection with this agreement.

24.2. Alternatively, notices may be sent to any address or e-mail address as previously notified in writing by one party to the other.

24.3. In proving the giving of a notice it shall be sufficient to prove that the notice was left at the correct address, or that the envelope containing the notice was properly addressed and posted or that no notice of non-receipt was received by the sender.

25. Governing Law and Jurisdiction

25.1. 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.

25.2. 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) provided that either party may enforce any judgement of the courts of England and Wales in the courts of any relevant jurisdiction.

26. Force Majeure

26.1. Either party may defer the date for performance of the Services or its obligations under this agreement (other than an obligation to pay any sum due) if it is prevented from, or delayed in, carrying on its business by any circumstance beyond its reasonable control, including epidemic or pandemic, strikes, lockouts or other industrial disputes, failure of a utility service or transport network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm, or default of suppliers or subcontractors. If the circumstances continue for more than [four] weeks, the party not affected by them shall be entitled to terminate by giving written notice to the other party.

27. Severance

27.1. If any court or competent authority finds that any provision of this agreement (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of this agreement shall not be affected.

27.2. If any invalid, unenforceable or illegal provision of this agreement would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.

28. DPaaS – Additional Term

28.1. If the Client appoints Harper James as its registered DPO, this clause 28 shall apply in relation to the services provided by Harper James in that capacity (**DPO Services**).

28.2. The Client acknowledges and agrees that Harper James shall have the right to terminate provision of the DPO Services immediately on written notice to the Client (and that Harper James shall have no liability for so doing) if the Client unreasonably:

(a) refuses or fails to follow Harper James' advice and, in Harper James' reasonable opinion, such refusal or failure does or could result in a breach, or continuing breach, of applicable data protection and/or privacy laws; and

(b) maintains, contrary to Harper James' advice, a risk profile in relation to compliance with applicable data protection and/or privacy laws that, in Harper James' reasonable opinion, exposes, or could expose, Harper James to unacceptable risk in its capacity as the Client's data protection officer of record.

28.3. The Client shall indemnify and keep indemnified Harper James from and against any and all costs, damages and expenses of any kind arising from any claim or demand brought by any person, data subject or the UK Information

Commissioner or other supervisory authority as a result of any breach or alleged breach by the Client of any applicable data protection or privacy laws, except and only to the extent arising from advice provided by Harper James without application of reasonable care and skill.