



# LUKE ENGLISH MEDIA LAW LIMITED

## **TERMS OF BUSINESS**

Luke English Media Law Limited is a limited liability company registered in England with no. 12496829. Authorised and regulated by the Solicitors Regulation Authority. A list of members is available for inspection at the principal place of business at which service of documents will be effective.

Our "Terms of Business" are set out below. Please read them carefully, and ask us if there is anything in them which you do not understand. Your continuing instructions will amount to your acceptance of these terms and conditions of business. Unless otherwise agreed, these Terms of Business apply to any future instructions you give us. We reserve the right to update these terms from time to time and we will notify you if we do so.

### **1. TERMS OF BUSINESS**

1.1 These Terms of Business (as updated from time to time) together with our Letter of Engagement (including any schedule, attachment or annex), form the contract between you and us. Unless agreed otherwise, the receipt by you of our "Services" from us will be deemed to be on these Terms of Business.

### **2. YOU AND LUKE ENGLISH MEDIA LAW LIMITED**

- 2.1 Where we say "you" or "your" in these Terms of Business we refer to you, the client identified in the Letter of Engagement and anyone authorised to give instructions on that client's behalf.
- 2.2 Where we say "we", "us", "our" of the "Firm", we mean Luke English Media Law Limited. The contract is strictly between you and Luke English Media Law Limited and not with an individual, principle, employee, consultant, sub-contractor or agent of Luke English Media Law Limited.

### **3. SCOPE OF LEGAL SERVICES**

- 3.1 The scope of our work will be as set out in the relevant Letter of Engagement sent to you by us or as we may otherwise have agreed with you in writing ("Letter of Engagement").
- 3.2 Unless we expressly agree otherwise in writing, our responsibilities do not include:
- non-legal services such as advice on financial matters (e.g., the merits of entering into any transaction or investment, accounting issues, financial calculations, formulae and modelling, or the financial standing of a party to a transaction);
  - advice on the laws of jurisdictions outside England and Wales;
  - checking that the information given to us by you in the context of the matter is accurate and up to date;
  - monitoring or reminding you of warranty periods, obligations or other notice periods;

- tax advice or advice on the tax implications of any instruction. We are under no obligation to advise you to seek tax advice and do not accept responsibility for any failure on your part to do so. We will not be liable for losses which arise as a result of any failure to seek tax advice;
- advice on changes to law or practice after the date of the communication containing that advice from us unless we are still advising you on the matter and the change is relevant to its handling;
- verifying the identities or substance of other parties to transactions or your matter; or
- advising you as to the commercial implications of any matter or transaction with which you are involved.

#### **4. PERSONNEL**

4.1 The individuals carrying out work on your behalf will include:

- solicitors (other than consultants or agents, who may also be referred to as a director, senior solicitor, senior associate or associate);
- consultants, agents;
- legal executives;
- trainee solicitors; and/or
- paralegals or apprentice paralegals.

However, it is the Firm of Luke English Media Law Limited as a whole ("the Firm"), rather than any specific individual, which is responsible for providing our Services to you. We aim to avoid changing the individuals handling your work but if this cannot be avoided, we will notify you as soon as possible.

#### **5. OUR ADVICE**

5.1 Our advice only deals with the facts you present to us and the legal matters it deals with. Our advice is given for your benefit and it is to you that we owe our duty of care. This duty of care does not extend to third parties.

5.2 You must not use or rely on our advice for any other purpose or in relation to any other person or matter without our prior written agreement. You must keep our advice confidential and obtain our prior written consent if you wish to disclose our advice to any other person or company. Nothing in the contract confers any right on any third person pursuant to the Contracts (Rights of Third Parties) Act 1999.

5.3 Our advice is provided in accordance with our professional practice rules and guidelines and the proper interpretation of laws, court decisions and regulations in existence on the date on which the advice is provided.

5.4 You should not rely on any draft document we draw up for you until it has become the final version for signature. We will not be liable for any mistakes, typo's or incorrect information in the document until the final signature version has been drawn up.

#### **6. YOUR RESPONSIBILITIES**

6.1 We rely on you to provide us promptly with all the information we need to carry out your instructions and to let us know of any significant changes in your circumstances. You should also provide us with any relevant documents and respond to our requests for further information as fully and quickly as you can.

6.2 When acting for you, it is your responsibility to ensure that where appropriate we receive the full instructions and documents required to carry out our Services to you. We accept no liability for any loss or damage incurred as a result of your difficulties or delays or incorrect information you provided.

## **7. CHARGES**

- 7.1 Our charges for professional Services consist of our legal and other fees, reimbursable expenses (sometimes known as "disbursements") and (where applicable) Value Added Tax ("VAT").
- 7.2 If we provide you with an estimate for our charges or a quotation then it is for your guidance only and does not bind us.
- 7.3 Unless otherwise agreed, our charges are based on hourly rates. Our chargeable work will include drafting documents, advising, reporting, dealing with correspondence, telephone calls, preparing for and attending meetings and preparing notes of those meetings, drafting instructions to Counsel (where applicable), reading papers, researching the law, attending Court (where applicable) and travelling. The applicable hourly rates will depend on the seniority and specialised knowledge of the individuals concerned and will be included in the Letter of Engagement or provided on request.
- 7.4 They may also reflect its nature, urgency and complexity, as well as the responsibility, skill and experience of the matter team.
- 7.5 Where our fees are based on the time spent, they will be calculated by reference to our hourly rates and will be charged in six minute units. Those rates will be our standard hourly rates for such individuals, unless other rates have been agreed in writing with you.
- 7.6 Our hourly rates will normally increase annually in April.
- 7.7 Our hourly rates also cover most of our overheads. However, we may charge separately for certain support services, including photocopying, printing, scanning, CD or data transfer creation/copying, extranet/data site downloading/management services and international telephone calls. Unless otherwise agreed, these fees are charged at our standard rates from time to time, details of which are available on request.
- 7.8 For certain types of work, we may agree a fixed fee at the outset for the legal element of our charges. Where we are not able to agree a fixed fee, we will aim to provide you with the best information possible about likely costs. If due to matters beyond our control the work carried out increases beyond the agreed fixed fee, then we will discuss such increase in fees with you before commencing further work.
- 7.9 If you wish, you may set an upper limit on our unbilled fees for which you may be liable without further authority. We would not exceed such an agreed limit without first obtaining your consent.
- 7.10 An estimate, quotation or other indication of fees is not intended to be fixed unless otherwise agreed in writing.
- 7.11 Where we have more than one client on a matter, all such clients are jointly and severally liable for payment of our charges. You remain responsible for paying our charges whether or not you expect that another person may be paying our invoices.
- 7.12 We will ask you to make payment(s) on account of our anticipated charges during the matter. Such funds will be held in a client money account until required. You agree that we can apply such payments on account against any of our invoices or matters.
- 7.13 If you refuse to make a payment on account or fail to pay our due charges then these are good reasons why we can bring these Terms of Business and our contract to an end early: please see Clause 26 below.

## **8. DISBURSEMENTS**

- 8.1 As well as our legal and other charges, our invoices will also seek reimbursement of payments made to third parties on your behalf or for your benefit. The expenses incurred will depend upon the type of work we are carrying out for you but may include Counsel's fees, experts' fees, Court/other tribunal fees, Companies House and other company registry search fees, legal database search fees, translation and transcription

fees, contracted out reprographics services fees, courier charges, and the fees of e-document management providers. We will try to obtain your prior approval before incurring liability for substantial expenses but this may not always be practicable. We may also seek money on account (see Clause 11 for further information).

- 8.2 Where we incur on your behalf an expense in a foreign currency, at the time of billing we may charge you for any loss arising as a result of a change in the applicable exchange rate.

## **9. VAT**

- 9.1 If appropriate, we will add VAT to our charges and to certain disbursements at the applicable rate. If you are based outside the UK but within the EU, please provide us with your VAT registration number so that we can include it in our invoices.

## **10. INVOICING AND PAYMENT OF INVOICES**

- 10.1 Unless we agree otherwise, we shall bill you in respect of our Services on a monthly basis.
- 10.2 In consideration of our provision of our Services, you shall pay our charges when they become due, without any right of deduction or set-off.
- 10.3 Our bills become due for payment immediately after you receive them.
- 10.4 We may charge you interest on our unpaid charges from the date when they become due. Interest will be calculated at the annual rate of 8% above Bank of England base rate (as amended from time to time). Interest will be charged on a daily basis at the rate applicable to judgment debts or settlement, until payment of all monies owed plus costs. If you have a query about the invoice, you should immediately contact the Firm.
- 10.5 If any invoice is unpaid 14 days after the date the invoice was sent to you, we may, having given reasonable notice to you in writing, after expiry of the 14 day period, take any or all of the following steps:
- 10.5.1 suspend work on the matter and inform you we have done so;
- 10.5.2 cease to act entirely on the matter; and/or
- 10.5.3 retain custody of your files and funds until your bill is paid in full.
- 10.6 We are entitled to retain any of your money, documents or property that have come properly into our possession whilst our charges remain unpaid.
- 10.7 We may deliver our invoices to you electronically. Please let us know if you have any particular requirements for the delivery of our invoices.
- 10.8 If you wish a third party to be responsible for paying our invoices on your behalf, please inform us immediately of that party's name and contact details at the beginning of your instructions to us and provide any other information or identification documents required by us. You will remain primarily responsible for paying our invoices and they will still be addressed to you, but we will mark them as payable by your nominated third party. If the third party fails to pay any invoices in accordance with these Terms of Business, we will be entitled to seek payment of the invoice(s) directly from you.
- 10.9 After discussion with the solicitor in charge of your matter, if you are still unhappy with any invoice you receive from us, you may have the right to complain to the Legal Ombudsman Service. Please also see Clause 28 for further information in relation to complaints.
- 10.10 If we are required by our legal or regulatory obligations to make a disclosure of your client information to another person (including government and law enforcement agencies), then we may charge you for our time and expenses incurred.
- 10.11 We will update you on whether the likely outcomes still justify the cost and risks associated with your matter whenever there is a material change in circumstances. Unless we agree otherwise, our interim bills are interim statute bills. You may have the

right in certain circumstances to have our costs assessed by the court under the provisions of the Solicitors Act 1974.

- 10.12 We are entitled to retain any of your money, documents or property that have come properly into our possession whilst our charges remain unpaid.

## **11 PAYMENTS ON ACCOUNT AND RETAINER PAYMENTS**

- 11.1 It is our standard practice to seek payments on account of our legal and other fees and/or disbursements before starting work and, if appropriate, at intervals during the course of the matter. This money will be paid into our client account, and will not be withdrawn until we deliver an invoice to you, or incur disbursements on your behalf, when it will be applied in settlement. A request for a payment on account of our fees does not constitute an estimate, quotation or other indication of likely fees. Note that if we request payments on account and these are not made by the dates required, we shall not be able to act on your behalf.
- 11.2 We may also seek a retainer at the outset of a matter. This is an amount which is held on client account during the life of a matter and is set against our final invoice or repaid on the conclusion of the matter.

## **12 RECOVERY OF COSTS AND FUNDING**

- 12.1 You will remain liable to pay our charges in full in accordance with these terms even though a Court or other tribunal may order or has ordered that they should be recoverable from a third party.
- 12.2 Further information about the treatment of costs will be provided in the Letter of Engagement.
- 12.3 In some matters you may be liable for the payment of the costs of a third party. We will, where appropriate, obtain a fixed figure for or agree a cap in relation to a third party's costs.
- 12.4 We may be instructed on a transaction by the shareholders or directors of your company which has been or will be incorporated or acquired for the purposes of that transaction. If the transaction does not proceed, we shall be entitled to look to the shareholders or directors or those instructing us, concerned for our charges.
- 12.5 You should also consider whether your liability for costs (both ours and those of another party) may be covered by another person or body, for example legal expenses insurance.
- 12.6 In addition to policies specifically designed to provide this cover, some household insurance policies and motor insurance policies provide limited cover for legal expenses. You should check your insurance policy and inform us immediately if you believe that you may be covered. It is also vital that you notify your insurers promptly if you believe that you will be making a claim.
- 12.7 If insurance cover exists, you will be primarily liable to us for our charges, although we will assist you in obtaining reimbursement from your insurers.

## **13 COMMISSION**

- 13.1 It is our policy not to accept commission from anyone in relation to your matter.

## **14 MANAGEMENT AND PROTECTION OF INFORMATION**

- 14.1 Cybercrime and email related fraud are on the increase. To protect you, your money and our business, the following security measures apply to the transfer of funds to or from the Firm:
- We will only provide you with our bank account details in a branded PDF document which will be sent by mail or as an attachment to email correspondence;

- If you receive any communication purporting to come from us which changes those account details, please do not rely on this and let us know by telephone immediately;
  - Prior to transferring funds to our account, we ask that you contact us to verify our account details. Please speak to your normal contact(s) here or, failing that, to someone in our Finance team;
  - Where applicable, we will contact you via telephone to verify your bank account details prior to sending any funds to you; and
  - Verification may cause minor delays to processing payments, but we believe it is necessary to help us protect you and your money from fraud.
- 14.2 Our website will only be [www.English-media.com](http://www.English-media.com). If you receive an email from an email address which does not match previous emails or are directed to a website that does not match the above URL, please contact us immediately. Please beware of emails, purporting to be from us, where there is an unexplained change in the language, poor spelling or incorrect grammar or demanding monies that were not originally agreed.
- 14.3 We accept no liability for any loss occasioned by the use of email including sending fees to the wrong email or bank account.
- 14.4 If you request that we access documents from or upload documents to your account on a file sharing or cloud website, you acknowledge and accept that such service may not be secure and that you bear all risks and liabilities arising from the use of that service.

## **15 DATA PROTECTION**

- 15.1 During the course of carrying out work on your behalf and for as long as is necessary at the end of that matter, we will need to keep information about you, some of which may be considered sensitive and/or personal data. This information will be processed and kept securely in accordance with prevailing data protection legislation, your instructions to us and our duty of confidentiality. We may also hold copies of your personal data on computer servers hosted by third parties.
- 15.1 Please see our Privacy Notice for detailed information about how we use your personal data and your rights in relation to your personal data either by requesting a paper copy or via our website. If you would like us to send you a copy, please contact us at: [info-english-media@outlook.co.uk](mailto:info-english-media@outlook.co.uk).
- 15.2 We will use the information you provide primarily for the provision of our legal Services to you and for the following related purposes:
- to comply with legal and regulatory requirements;
  - to update and enhance client records;
  - for internal analysis and research;
  - to send you information by email or post publications, event invitations and marketing communications about our legal Services that we think might be of interest to you; and
  - to help detect, prevent or deal with suspected crime.
- 15.3 You may object to any of these processing activities by emailing or calling your primary contact, although please note that such objection may prevent us from carrying out your instructions.
- 15.4 We may record calls and monitor emails from time to time for training, regulatory and compliance purposes.
- 15.5 We utilise third party service providers (including those that offer “cloud” services) in order to facilitate the provision of our legal Services to you to include document hosting, document transfer, document analysis and processing and document storage. We evaluate all third party service providers to confirm their adherence to

- (i) industry standard frameworks for information security to protect the confidentiality, integrity, and availability of data; and
  - (ii) the requirements of the General Data Protection Regulation (EU) 2016/679 (GDPR), the Data Protection Act 2018 and any replacement legislation coming into effect from time to time. If you require us to use a specific consumer-grade cloud storage provider (for example Dropbox.com, etc.) for the storage, sharing or exchange of documents or information generated or used in the course of a specific engagement we assume no liability for the security of the data or the provider's security standards.
- 15.6 If you are based in the EEA, we will hold your data based on either:
- (i) an adequacy decision having been made by the European Commission (EC) regarding the UK: or
  - (ii) a transitional arrangement allowing the transfer of personal data from the EEA to the UK. Unless you object, the Standard EC Contractual Clauses will be incorporated into the terms under which we are engaged by you. The Standard EC Contractual Clauses shall continue to apply until an adequacy decision or transitional arrangement is reached between the UK and EU.

## **16 FILE STORAGE**

- 16.1 We will keep a file relating to your instructions in either hard copy or electronic format or both. After completing your work, we are entitled to keep the file while there is money owing to us for our charges. We will normally keep the file (except for any of your papers which you ask to be returned to you) for up to fifteen (15) years. We keep the file on the understanding that we have your authority to destroy it fifteen (15) years after the date of the final invoice we send you on the matter in question. We reserve the right to charge you for storage if we retain files and documents on your behalf.
- 16.2 If we retrieve files or documents from storage in order to act for you in a new or continuing matter, we will not normally charge for the retrieval. We may, however, make a charge (based on time spent) for producing stored files or documents to you or another at your request, or at the request of other authorised third parties or law enforcement agencies. This will include any disbursements, incidental reading, correspondence or other work. Save to the extent that the contents belong to us, we will return files to you or to any other solicitors named by you, provided you have paid any relevant invoices in full.
- 16.3 We may store documents electronically on our IT system. We take all reasonable steps to ensure that the system is secure and that our overriding duty of confidentiality to you is observed.

## **17 CLIENT CONFIDENTIALITY AND LEGAL PROFESSIONAL PRIVILEGE**

- 17.1 We will keep your affairs confidential from our other clients and anyone externally unless you specifically ask us to disclose the information to them, or we need to do so in order to deal with your matter. Our advice to and communication with you is confidential and may be legally privileged in certain circumstances. You understand that we will not disclose any information to you about other clients. At any time in the future, we may, however, be under a duty to disclose certain facts or information to third parties and to cooperate with any official investigations or enquiries relating wholly or in part to any work we have done for you.
- 17.2 In any event, you agree to us releasing confidential information to:
- our insurers;
  - our legal advisers;
  - the tax authorities;
  - any regulatory authorities;

- any professional advisers that we instruct on your behalf to advise you such as barristers, and experts;
  - government or law enforcement;
  - companies or individuals that provide support to the Firm such as accountants and auditors. Any such provider we engage will be required to sign a confidentiality agreement; and
  - external organisations such as our auditors and the Solicitors Regulation Authority may wish to inspect our files from time to time. They are required to maintain confidentiality in relation to your matters.
- 17.3 We may tell other clients or prospective clients about the Services we provide. If we wish to rely on any work that we have undertaken for you to promote our Services, we will ask your permission save where details of your matter subsequently enter the public domain in which circumstance you agree that we may publicise our involvement as well as any related information which has entered the public domain.
- 17.4 If there are physical or email addresses that you do not want us to use to contact you, please ensure that we are informed in writing.
- 17.5 We take all reasonable steps to safeguard emails and ensure they remain secure but if you would rather, we do not correspond with you in this manner do let us know. However, we cannot absolutely guarantee the security of information communicated by email or mobile phone. We make no warranties to this affect. Unless we hear from you to the contrary, email will be our default method of communication.
- 17.6 We are obliged by our insurers to notify them of any circumstances known to us which may give rise to a claim against us. We are required to tell them (and our brokers) information about you and your instructions to us which is privileged and to supply documents to them. We will only pass on privileged or confidential information in good faith to ensure your legal rights to claim against us are preserved. Our insurers and brokers are contractually obliged to keep all information we pass to them strictly confidential. They may only use it for the purposes of administering our insurance arrangements including any claim you might make. We will assume you consent to our sharing information in this way unless you tell us you do not.
- 17.7 We will be entitled to recover our costs and expenses in complying with such enquiries, including charging for our time at our standard hourly rates.

## **18 INTELLECTUAL PROPERTY**

- 18.1 All intellectual property and related material, including trade secrets, moral rights, goodwill, relevant registrations or applications for registrations, any rights in patents, copyright, trademarks, trade dress, industrial design and trade name (the "Intellectual Property") in all documentation and materials we produce for you in the course of our work remains our property, but you are licensed non-exclusively in perpetuity to use those materials for the purpose for which they were provided to you by the Firm. This licence is conditional on you having paid the Firm's Fees in full, for the Services provided. You may assign this licence to any successor to the relevant part of your business or activities. The licence may be terminated by the Firm if any unauthorised use of our Intellectual Property is made.
- 18.2 You may not use the Intellectual Property for any purpose other than that listed in the Letter of Engagement, except with written consent by the Firm. The Firm has no liability for any and all damages resulting from the unauthorised use of the Intellectual Property produced by the Firm.

## **19 CONFLICTS OF INTEREST**

- 19.1 You agree that instructing us will not prevent us from acting for current or future clients who have, or may in the future have, commercial interests adverse to you.

- 19.2 However, we must not act for you where there is a conflict of interest between you and us, or another client of the Firm. If a conflict arises, we will discuss the situation with you with a view to agreeing how the situation can be resolved. We may refuse to act for you if there is a conflict and we are not liable to you for such refusal. Any refusal is at our sole discretion.
- 19.3 If your matter develops such that we discover there is a conflict or you have not disclosed sufficient information to us which has led to a conflict then we may refuse to act for you and we are not liable to you for such refusal. Any refusal is at our sole discretion. You will be liable immediately for all costs incurred.

## **20 COMPLIANCE AND REGULATION**

- 20.1 We need to establish the identity of all its clients by requesting identity documents. We reserve the right to request additional information from you or associated parties at any time while carrying out your instructions.
- 20.2 If we receive funds while acting for you, we are required to ascertain their source and may require an explanation and supporting documents from you or any third party by whom funds are transferred to us.
- 20.3 Please do not send us any funds until we have told you that these checks have been completed.
- 20.4 We may ask you to say where any money you have sent us has come from or is going to come from. If you do not provide us with that information promptly then your matter may be delayed or (at our sole discretion) our Services may cease.
- 20.5 To verify your identity, we search third party electronic verification databases, and may carry out these checks from time to time throughout our relationship, not just at the outset. These checks may leave a 'soft footprint' on your credit file, but will not affect your credit rating.
- 20.6 There may be circumstances in which we are not able to proceed with your instructions and may cease to act for you, for example, if you do not provide satisfactory evidence of your identity or in some instances, the identities of your directors, shareholders and ultimate beneficial owner(s), within a reasonable time. In these circumstances we will charge you for the work done prior to that date.
- 20.7 If you are unable or unwilling to provide adequate evidence or information, we will cease to act for you and will accept no liability for any delay or loss which may result and we will invoice you for all work carried out to date.
- 20.8 If you are a company (registered or unregistered), Limited Liability Partnership or Scottish Partnership, we may have to report any discrepancies on Registers between information collected from Companies House, and information gathered while fulfilling our anti-money laundering duties to Companies House.
- 20.9 In order to comply with financial sanctions requirements prohibiting payments to sanctioned targets, we conduct searches on all recipients of internationally made payments. We must not directly or indirectly make funds available or for the benefit of targets on any sanctions lists, and where a potential match is discovered, we may;
- suspend the transaction pending advice from the Asset Freezing Unit;
  - contact the Asset Freezing Unit to seek a licence to deal with the funds; and
  - consider whether we have a suspicion of money laundering or terrorist financing which requires a report to the National Crime Agency.
- The funds will not be dealt with until the approval of the Asset Freezing Unit is granted, meaning there may be significant delays to your matter.
- 20.10 We are obliged to keep your affairs confidential. However, we may be required by law to disclose certain information and documents about you to authorities without your consent such as the Police, HM Revenue & Customs, Serious Fraud Office, Asset

- Freezing Unit or National Crime Agency to other regulated organisations in relation to matters such as tax evasion, fraud, bribery, money laundering or terrorist financing.
- 20.11 Our duty to report may override the duty of confidentiality that we owe to you. Legal professional privilege may not apply in these circumstances. If we make a disclosure in relation to your matter, we may not be able to tell you that the disclosure has been made. We may have to stop working on your matter for a period of time, or entirely, and may not be able to tell you why. We accept no liability for any delay or loss which may result.
- 20.12 By instructing the Firm, you expressly consent to our complying with our statutory obligations in relation to the prevention and detection of tax evasion, fraud, bribery, money laundering or terrorist financing.
- 20.13 Subject to Clause 29 below, we shall not be liable for any loss whether directly or indirectly arising from or connected with our compliance with any obligation which we may have, or reasonably believe we may have, to report matters to the relevant authorities under the provisions of any tax evasion, fraud, bribery, money laundering or terrorism legislation.

## **21 CLIENT FUNDS**

- 21.1 As part of the Services, we provide to you it may be necessary to hold money on our client account at Starling Bank from time to time. You should understand that, in the event of banking failure, Starling Bank will be liable to you for any money held on your behalf and that we accept no liability for any loss you may incur.
- 21.2 All client monies are held in strict observance of the Solicitors Regulation Authority ("SRA") Accounts Rules.
- 21.3 To enable us to account to you for funds held on your behalf, it is your responsibility to update us on any change of address or contact details.
- 21.4 Unless you request otherwise in writing at the time of instruction, where there is a residual balance of less than £50.00, we will assess any administrative cost involved in returning the funds to you and, where appropriate, pay the funds to a charity.

## **22 PROFESSIONAL INDEMNITY INSURANCE (PII)**

- 22.1 The Firm maintains PII in accordance with the rules of the SRA. Details of the insurers and the territorial coverage of the policy are available on request.
- 22.2 We are required under the terms of our PII Policy to notify our insurers immediately of any instance which appears to be or could potentially become a claim against us. If we do, then your rights to confidentiality are automatically waived and full details of the matter will be disclosed to our insurer and/or broker.

## **23 FINANCIAL SERVICES COMPENSATION SCHEME (FSCS)**

- 23.1 Although not required by the SRA, we hold a general client account with Starling Bank which are authorised by the and regulated by the Financial Conduct Authority. In the unlikely event of a banking collapse, You may be protected by the Financial Services Compensation Scheme (FSCS). Further details on eligibility are available at [www.fscs.org.uk/](http://www.fscs.org.uk/).
- 23.2 In the event of a bank failure, you agree to our disclosing financial information to the FSCS in order to make a claim for compensation on your behalf.
- 23.3 We are not liable for any losses you suffer as a result of any such banking institution being unable to repay monies in full. You may, however, be protected by the Financial Services Compensation Scheme (FSCS). Visit <https://www.fscs.org.uk/> for more information.
- 23.4 We will not send you information about changes to our bank account details by email. If you receive an email purporting to be from someone from Luke English Media Law

Limited advising you of a change to bank account details it is not genuine. Do not reply to the email or act on any information it may contain. Instead, you should contact the person dealing with your matter immediately.

- 23.5 We do not accept cash payments. If you (or anyone on your behalf) try to avoid this policy by depositing cash directly with our bank, we will charge you for any additional checks we deem necessary to prove the source of funds. Where we have to pay money to you, it will be paid by bank transfer. It will not be paid in cash or to a third party.
- 23.6 When we receive monies on behalf of you it will be paid into a general client account with Starling Bank who are the Firm's bank. The general client account will hold pooled amounts for different clients and matters.
- 23.7 Under the SRA Accounts Rules we are not required to pay any interest on the client account.
- 23.8 Under anti-money laundering regulations, law firms must hold information on the identity of the person on whose behalf the monies are held in a pooled client account, and make this available to their bank on request. If our bank requests information about whom we hold funds for, we are required to provide that information. In the event of this happening, you agree to us disclosing your details to them.

## **24 FINANCIAL CONDUCT AUTHORITY (FCA) REQUIREMENTS**

- 24.1 We are not authorised by the Financial Conduct Authority. Our business, including arrangements for complaints or redress if something goes wrong, is regulated by the Solicitors Regulation Authority.
- 24.2 If, in the course of our work for you, you need advice on investments, we may refer you to someone who is authorised by the FCA, since we are not.

## **25 FOREIGN ACCOUNT TAX COMPLIANCE ACT (FATCA) AND THE COMMON REPORTING STANDARD**

- 25.1 You may have registration and reporting obligations under the US FACTA legislation (enacted in the UK through the International Tax Compliance (United States of America) Regulations 2014) or the Common Reporting Standard (enacted in the UK through the International Tax Compliance Regulations 2015). Unless expressly included in our retainer, it will be your responsibility to obtain independent legal or expert advice in relation to your reporting status and compliance.

## **26 COOLING OFF AND TERMINATION**

- 26.1 If we have not met you in person, or the contract for our legal Services is entered into away from our business' premises, then the Consumer Contract (Information, Cancellation and Additional Charges) Regulations 2013 may apply. This means you may have the right to cancel your instructions to us within 14 days of our initial communication with you, without giving any reason. To exercise your right to cancel, you must make a clear statement (letter or email) setting out your decision to cancel. To meet the cancellation deadline, it is sufficient for you to send the communication before the cancellation period has expired. This will end the obligations of both you and us under the contract.
- 26.2 Please let us know immediately if you wish to waive the 14 day cancellation period. You may require us to begin work on your matter during the 14 day cancellation period. If you request, we begin work on your matter during the cancellation period, we reserve the right to ask you to pay an amount proportionate to what service has been carried out prior to you communicating any cancellation. If you have made a payment on account, you will only receive a refund for that part of our Services not provided. If you decide to cancel before the end of the cancellation period, and we

have not started to provide our Services, you will receive a full refund of any fees paid. You will not have the right to cancel the contract if you request, we start work within the cancellation period and we have completed those Services. In this instance our invoice will be payable in full.

- 26.3 You can terminate the contract at any time throughout the running of the matter by giving us written notice. We will cease work immediately, notify any third party associated with your work and we can keep all your papers and documents while there is still money owed to us for fees and disbursements.
- 26.4 We can terminate the contract at any time, at our sole discretion, with written notice, if:
- we feel that the relationship has broken down; or
  - you have not paid us on time; or
  - you have not complied with a request for payment on account of our costs; or
  - there is a conflict of interest; or
  - you are not providing us with the instructions or information needed in order for us to carry out your work; or
  - we believe in our sole discretion the work carried out may be in breach of the provisions of any tax evasion, fraud, bribery, money laundering or terrorism legislation. Where if appropriate, we will apply to come off the Court record, immediately cease all work with you or cease be associated with your company via Companies House. In addition, and where applicable, we may provide reasonable assistance to help you find replacement lawyers. When our engagement ends, we will have no further or ongoing responsibilities or liability to you in relation to the matter. If you or we decide that we should stop acting for you, you will pay our charges up to that point, including all fees and costs incurred in relation to us ceasing to act and/or having to notify and liaise with other parties.

## **27 DIVERSITY AND INCLUSION**

- 27.1 We are committed to the promotion of diversity and inclusion in all aspects of our business. We aim to treat all prospective and existing employees, clients, agents, sub-contractors and third parties equally and without regard to age, sex, sexual orientation, disability, gender reassignment, marriage or civil partnership, maternity or pregnancy, race, ethnicity, nationality, religion or beliefs. Please contact us if you would like to discuss our Equality and Diversity Policy.

## **MISCELLANEOUS AND GENERAL**

### **28 COMPLAINTS AND SUGGESTIONS**

- 28.1 We are confident of providing a service of high quality in all respects. However, if you have any grounds for dissatisfaction with our work, please raise the matter in the first instance with the person responsible, who will investigate it and respond as soon as practicable. Please see our Complaints Procedure document.
- 28.2 If that does not resolve the problem to your satisfaction within eight (8) weeks or if for any reason the problem cannot be resolved between us then, in some cases, you may complain to the Legal Ombudsman who can be contacted by telephone on 0300 555 0333, by email to: [enquiries@legalombudsman.org.uk](mailto:enquiries@legalombudsman.org.uk) or by post to PO Box 6806, Wolverhampton, WV1 9WJ. The Legal Ombudsman can help you if we are unable to resolve your complaint ourselves. They will look at your complaint independently and it will not affect how we handle your case. Normally you will need to bring a complaint to the Legal Ombudsman within:
- six (6) months of receiving a final response from us about your complaint AND  
No more than six (6) years from the date of act/omission; or

No more than three (3) years from when you should reasonably have known there was cause for complaint.

- 28.3 Not all clients are entitled to complain to the Legal Ombudsman and, whilst you can always take advice from others, we will advise you if you are able to complain to the Legal Ombudsman, should the situation arise.
- 28.4 As well as your right to complain about any of our bills under our complaints procedure, you also have a right under Part III of the Solicitors Act 1974 to ask the court to assess whether the charges in our bill are reasonable. However, the Legal Ombudsman may not be able to consider a complaint about our bill if you have applied to the court for detailed assessment of the bill.
- 28.5 The Solicitors Regulation Authority can help you if you are concerned about our behaviour. You can raise your concerns with the Solicitors Regulation Authority (<https://www.sra.org.uk/consumers/problems/report-solicitor/>).
- 28.6 If you have any suggestions as to how we could do better, we hope you will let us know.

## **29 LIMITATION OF LIABILITY**

- 29.1 The liability of the Firm (including its Directors, CEO, employees, consultants, sub-contractors, affiliated entities or agents) for any claim in respect of our Services provided to you shall be limited to the lower of any amount specified in our Letter of Engagement or £3 million. We do not limit or exclude our liability for death or personal injury caused by our proven negligence or proven fraud.
- 29.2 We are not liable for reminding you about important dates and/or any deadlines after the matter has come to an end or any commercial obligations within your matter/contracts.
- 29.3 Furthermore, we will not be liable (whether in tort, contract or otherwise) for:
- any direct, indirect or consequential loss, loss of profit, loss of business, loss of chance, loss of revenue or loss of an expected saving or benefit, whether suffered by you, your company or by another person as a result of our acting for you; or
  - any direct or indirect or consequential loss as a result of a failure or delay in the performance of your instructions, if it is due to any event beyond our reasonable control; or
  - indirect or consequential loss of any other kind.
- 29.4 You agree to indemnify and hold harmless Luke English Media Law Limited, and its respective affiliates, officers, agents, employees, and permitted successors and assigns against any and all claims, losses, damages, liabilities, penalties, punitive damages, expenses, reasonable legal fees and costs of any kind or amount whatsoever, which may result from or out of any act or omission of the indemnifying party, its respective affiliates, officers, agents, employees, and permitted successors and assigns that occurs in connection with these Terms of Business and the Letter of Engagement. This indemnification will survive termination and up to six (6) years after any Services were provided.
- 29.5 You also agree that the liability of Luke English Media Law Limited shall not be increased as a consequence of the contractual limitation of another professional adviser's liability. In circumstances where we are (or would otherwise be) jointly liable with another adviser, you accept that the proportion of the claim to be met by us shall be unaffected by any limitation of the other adviser's potential liability to which you may have agreed.
- 29.6 In relation to our liability for any claim in respect of our Services, the provisions of this section and of the Letter of Engagement shall continue to apply notwithstanding the termination of our engagement for any reason.

29.7 No third party has the right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of these Terms of Business or the Letter of Engagement.

### **30 VARIATION AND INCONSISTENCY**

30.1 Any variation of these Terms of Business or the terms of any Letter of Engagement must be in writing.

30.2 The terms of the Letter of Engagement override these Terms of Business to the extent of any inconsistency.

### **31 TIME OF THE ESSENCE**

31.1 Unless explicitly stated in writing in the Letter of Engagement, time is not of the essence under the Letter of Engagement and this Terms of Business.

### **32 ASSIGNMENT**

32.1 Luke English Media Law Limited has the right to assign, mortgage, licence, sub-licence, sub-contract and transfer these Terms of Business and the contract.

32.2 You may not assign, mortgage, licence, sub-licence, sub-contract and transfer these Terms of Business and the contract.

### **33 ENTIRE AGREEMENT**

33.1 These Terms of Business and the Letter of Engagement consist of the entire agreement associated with the Services provided by Luke English Media Law Limited.

### **34 NOTICES**

34.1 All notices shall be given in writing and delivered to:

FAO The Directors  
Luke English Media Law Limited  
76 The Grove  
Christchurch  
Dorset  
BH23 2HD

Please note that Luke English Media Law Limited does not accept legal notices and proceedings via email.

### **35 SEVERABILITY**

35.1 In the event that any of the provisions of these Terms of Business are held by a court of competent jurisdiction (as defined in Clause 37) to be invalid, void or unenforceable in whole or part, all other provisions will nevertheless continue to be valid and enforceable and the invalid, void or unenforceable parts severed from the remainder of these Terms of Business.

### **36 WAIVER**

36.1 The waiver by either Party of a breach, default, delay or omission of any of the provisions of these Terms of Business or the Letter of Engagement by the other Party will not be considered a waiver of any subsequent breach of the same or other provisions.

### **37 JURISDICTION**

37.1 Any dispute or legal issue arising from this Terms of Business and/ or our Letter of Engagement and/or our Services will be determined by the law of England and Wales, and considered exclusively by the Courts of England and Wales.

**38 THE FIRM'S STATUS**

39.1 Luke English Media Law Limited is a limited liability company established under English law registered with No.12496829. Luke English Media Law Limited is authorised and regulated by the SRA. Our SRA identification number is 800693.

Although your continuous instructions to use our Services will amount to an acceptance of these Terms of Business, it would be helpful if you could please sign and return one copy of these Terms of Business for us to retain on our file.

I have read the above Terms of Business and confirm acceptance of the terms set out in it.

\_\_\_\_\_  
[print full name]

\_\_\_\_\_  
[signature]

For and on behalf of

\_\_\_\_\_  
[company name]

Date: ..... 2022