

A black and white photograph of a grand, ornate stone archway. The arch is filled with intricate carvings and patterns. In the center of the arch is a dark, heavy door with a complex, symmetrical wrought-iron or metal pattern. The door is set within a stone frame that also features decorative elements. The overall scene is one of classical architectural grandeur.

ENYO LAW

# Enyo Law LLP

## Terms of Business

## 1. Definitions and interpretation

1.1 Your contract is with Enyo Law LLP. Relevant information about the firm is set out at clause 3 below.

1.2 All references in these Terms of Business to “we”, “us”, “our”, “the LLP” and “the Firm” relate to Enyo Law LLP. The term “partner” is used to refer to a member of Enyo Law LLP. No reference to a partner is to imply that any person is carrying on business with others in partnership for the purposes of the Partnership Act 1890.

1.3 “You” and “your” means each and every party to this contract (other than us).

1.4 These Terms of Business, together with our letter of engagement, set out the basis on which we accept instructions and charge for our services. In the event of an inconsistency between the letter of engagement and these Terms of Business, the former shall prevail. We may change our Terms of Business from time to time for reasons including but not limited to legal, regulatory, and technological developments. If we do so, we will notify you and you can contact us before the changes take effect. Up to date Terms of Business can be found on our [website](#).

## 2. Authority and responsibilities

2.1 By instructing Enyo Law LLP, you give us full authority to act for you to the fullest extent necessary to provide the services to you. This may include the instruction of counsel and other third party professionals on your behalf. We will be free to use such members of our staff and/or agents in connection with your matter as we consider to be appropriate and in your best interests.

2.2 Our advice will be limited to the law of England and Wales. Should you require advice relating to other jurisdictions, we will, in accordance with your instructions, instruct local lawyers to provide such advice on your behalf.

2.3 During the course of our contractual relationship, you agree that you will:

2.3.1 Provide us with a full description of the services you require and a statement of your objectives

2.3.2 Give us clear and prompt instructions and provide us with sufficient information to enable us to provide the services to you

2.3.3 Co-operate with us to progress your matter and notify us of any changes to your instructions or circumstances that may be relevant to your matter

2.3.4 Safeguard documents which are likely to be required and provide promptly all requested documents and information in connection with your matter.

2.4 Unless you instruct us otherwise in writing, we will assume that you are permitted to provide such documents and information to us and that it is complete, accurate and up to date.

2.5 If we are advising more than one person (whether individuals, companies or other entities), we will, unless otherwise agreed in writing, act for those persons jointly and severally.

2.6 If you are instructing us jointly, it is your responsibility to tell us straightaway if you require more than one person to give us instructions in relation to your matter.

2.7 If you are a company or other commercial entity, it is your responsibility to tell us at the outset if you require more than one director (or equivalent) to give us instructions.

## 3. Information about this firm

3.1 The firm's contact details are:

Name: Enyo Law LLP

Constitution: Limited Liability Partnership, registered in England and Wales with company number OC356313

A list of Members is available for inspection at our registered office.

Address: 5th Floor, 1 Tudor Street, London, EC4Y 0AH

Contact number: +44 (0) 20 3837 1700

Email: [enquiries@enyolaw.com](mailto:enquiries@enyolaw.com)

Website: <https://www.enyolaw.com/>

VAT Registration number: 244789172

**3.2** We are authorised and regulated by the Solicitors Regulation Authority (SRA) and our SRA ID number is 548866. This means that we are required to comply with a number of professional rules set out in the SRA Standards and Regulations which you can view at <https://www.sra.org.uk/solicitors/standards-regulations/>.

**3.3** The SRA Indemnity Insurance Rules, in force from time to time, require us to take out and maintain Professional Indemnity Insurance with participating insurers. Information about the compulsory layer of Professional Indemnity Insurance we carry, including the contact details of our insurers and the territorial coverage of our insurance, are available in hard copy at our registered office or made available upon request.

## **4. Fees and disbursements**

### **General**

**4.1** Unless otherwise agreed in our letter of engagement, our fees will be calculated primarily on the basis of time spent by us in providing the services at the standard hourly rates of the respective fee-earners, details of which will have been included in our letter of engagement.

**4.2** You will be charged for time spent on your matter which will include (but not be limited to): any meetings with you (and any third parties); considering, preparing and working on papers; correspondence; making and receiving telephone calls; research; internal consultations; and travelling. Time is recorded and charged in six-minute units at the applicable hourly rate. Therefore, one six-minute unit is the minimum amount of time we will charge for any piece of work undertaken on your matter.

**4.3** Our fees are exclusive of VAT and disbursements. Disbursements include payments made or incurred by us on your behalf such as court fees, counsel's fees, expert fees etc. They also include miscellaneous office expenses such as photocopying, telephone, fax, travelling costs, couriers and out of pocket expenses.

**4.4** If applicable, VAT will be charged at the appropriate rate on all fees and expenses.

**4.5** If an account remains unpaid and we commence legal proceedings against you in order to recover the sums you owe us then we will be entitled to recover from you the legal costs that we incur in connection with those proceedings at our standard hourly rates, together with all disbursements (including fees of counsel and any other lawyers engaged by us in our attempts to recover payment from you).



### Payments on account

**4.6** We may ask you for payments on account of fees and/or disbursements and it is a condition of our acceptance of your instructions that you agree to make such payments. We may apply such payments towards any invoice issued to you, unless we received the payment from you for another specified purpose. If you fail to pay us promptly any amount requested, we shall be entitled to cease acting for you.

**4.7** Any monies on account will be paid into our Client Account until at our election it is returned to you or used for unpaid bills. If at any time you would like confirmation of the monies remaining on account, please contact the Matter Partner on your matter. We will return to you any money paid on account which is not required for fees and expenses unless contrary to law or regulations governing our practice.

### Estimates and fee limits

**4.8** At the outset of a matter, insofar as possible, we may give you an estimate of the likely costs and disbursements (exclusive of VAT) to be incurred and may revise that estimate as the matter progresses. Estimates are given only as a guide and should not be regarded as a fixed quotation. In complex matters it may not be possible to provide an estimate at the outset of the matter.

**4.9** You will provide us with any information which may affect the accuracy of the estimate as soon as that information becomes available to you.

### Bills and interest

**4.10** Unless otherwise agreed in writing, we are entitled to render interim bills at monthly intervals or at such other intervals as appropriate. Such bills will be final accounts for the periods covered by them save that you agree that where (i) an invoice for a disbursement is received after the period covered; and/or (ii) we have previously agreed that there will be a conditional element to our fee that is contingent on an event which takes place after the period covered by the bill, we may include that disbursement and/or that conditional fee on a subsequent bill. We may bring proceedings on any of our interim bills on the basis that they are final accounts. You agree that in any assessment under Part III of the Solicitors Act 1974 of such a subsequent bill for a conditional fee, that assessment will be limited to the compliance of the calculation of that conditional fee with the prior agreement between the parties, and will not extend to an assessment of the time costs incurred and previously invoiced.

**4.11** You agree that we shall send our bills by email only unless you specifically request a hard copy to be sent by post. At the outset of our engagement, you will provide us with an email address to which our bills should be sent, together with details of any other relevant information (such as a purchase order number) to be included. With one month's written notice, you may modify or withdraw your agreement to receiving bills by email.

**4.12** Unless otherwise agreed in writing, all bills must be paid within 14 days of receipt. Such payment must be made without set off or other form of deduction and in the currency in which the bill is rendered. Thereafter, we are entitled to charge interest at a rate of 2.5% above the Bank of England base rate on any outstanding amount of the bill. Interest will accrue from one month after the date of delivery of the bill to the date of payment and will be payable on demand.

**4.13** If any of our bills to you on any matter are unpaid, we may elect, without limitation to any other remedies, not to perform any further work for you on any matter until all unpaid bills (together with any interest due, as appropriate) have been paid in full.

**4.14** We reserve the right to deduct from any monies held by us on account or otherwise on your behalf sums equal to any unpaid fees and disbursements in the matter in question or in any other matters in which we are instructed by you, and to sue for recovery of any such unpaid fees and disbursements. You agree that where we seek the recovery of our fees, we are entitled to recover all legal or third party fees in connection with the collection of debts due.

**4.15** You agree that we may assign any cause of action for unpaid counsel's fees to counsel directly in order that they may take appropriate action to recover any such outstanding sums from you.

**4.16** If arrangements are made for a third party to pay any of our fees or disbursements and VAT you remain responsible for the payment to the extent that the third party does not pay our bill in full. This includes, but is not limited to, any case in which we have been instructed by your insurers to represent you under a policy of insurance.

**4.17** You will pay the expenses we incur in the course of providing services to you and it is a matter for us to determine which expenses are necessary for the proper conduct of the matters in which we act on your behalf. If applicable, VAT will be charged at the appropriate rate on all fees and expenses.

**4.18** In the case of joint instructions, your liability to us will be joint and several, i.e. we are entitled to claim the whole amount of fees, disbursements and VAT owed from any single party.

**4.19** If you have any query about your bill, including the basis upon which it has been calculated, you should contact the Matter Partner as soon as possible, and in any event within 14 days of the bill being issued. If no query or request for additional time is received within 14 days of the bill being issued, you agree that it is to be treated as having been approved in full. The Matter Partner's name will be included in the letter of engagement for your matter. You can also make a complaint about a bill using the firm's complaints procedure (which is available upon request), complain to the Legal Ombudsman (see clause 16 below) or apply to the court for an assessment of the bill under Part III of the Solicitors Act 1974.

### **Client money**

**4.20** Any money received on account for a client will be held in our Client Accounts separate from our own money. In accordance with the Solicitors Accounts Rules, it is the firm's policy to ensure that interest earned on such funds is accounted for on a fair and reasonable basis. Interest will be calculated and paid at the rate set by our bank, subject to a de minimis provision of £100. The period for which interest will be paid will run from the date on which the cleared funds are received by the firm until the date that the funds are transferred out of our Client Accounts. The interest will normally be applied at the end of the matter. No interest will be paid on monies held for payment of professional disbursements.

**4.21** We may be entitled to exercise a lien (a common law security right) over any money held on your behalf in our Client Accounts.

### **Banking**

**4.22** The firm operates its Client Accounts through Barclays Bank Plc.

**4.23** If a banking failure occurs in relation to any deposit provider which holds money that we have deposited on your behalf, we will seek consent from you to disclose to the UK's statutory Financial Services Compensation Scheme (FSCS) all relevant details in our possession about you and the money that we hold on your behalf with such a deposit provider. If you withhold consent to our disclosure of your details to the FSCS in such circumstances, you may forfeit any right you

may have to receive compensation from the FSCS where a banking failure occurs in relation to a deposit provider holding money which we have deposited on your behalf.

**4.24** We will not be liable to repay any money that we hold for you in our Client Accounts which is lost as a result of a failure of the bank. The FSCS protects deposits if a bank or building society fails by covering the first £85,000 deposited in a client account on behalf of the Client.

## **5. Costs and litigation/arbitration**

**5.1** If you succeed in any litigation or arbitration proceedings in respect of which we are instructed, or an interim application in those proceedings, you may, in the absolute discretion of the Court or Tribunal, obtain a costs order that your opponent pay your costs in respect of the proceedings or the application in question (as the case may be). The Court or Tribunal usually orders the unsuccessful party to pay all or part of the successful party's costs, although there is no guarantee that that is how costs issues will be determined. Other factors may be taken into consideration. We shall endeavour to maximise the recovery of your fees and disbursements under any such costs order. However, you should be aware that a costs order will generally only recover a proportion of the fees and disbursements actually incurred by you and that you remain responsible for payment of our fees, disbursements and VAT whether or not you have a costs order against your opponent. Furthermore, there is always the possibility that you may be unable to enforce a costs order against your opponent. You are responsible for the costs of seeking to enforce any costs order or indemnity against any other party.

**5.2** If you lose the litigation or arbitration or application in question, you are at risk of paying fees and disbursements (together with VAT where applicable) of your opponent (which may be substantial) in addition to our fees, disbursements and VAT.

### **Funding**

**5.3** If you have legal expenses insurance or believe that you would be eligible for public funding (or that your opponent is publicly funded) or that your costs may be paid by another person (e.g. an employer or other third party) please let us know.

**5.4** You may already be covered by legal expenses insurance in your existing contracts of insurance. Your policy may cover your own costs and/or your liability to pay your opponent's costs. If you have such insurance cover, please notify us at the outset so we can discuss this with you further. If you do not have legal expenses insurance, you may be able to purchase appropriate insurance to cover the eventuality of paying your opponent's costs.

## **6. Confidentiality and conflicts of interest**

**6.1** Our professional conduct rules contained in the SRA Standards and Regulations 2019 ("Regulatory obligations") impose certain requirements regarding conflicts of interest and the relationship between our duties of confidentiality and disclosure.

**6.2** It is our practice to check for conflicts of interest at the outset, however, an actual or potential conflict between your interests and the interests of another party or ours may arise during the course of a matter. If this situation arises, we will discuss this with you and determine the appropriate course of action. If it becomes necessary to do so, we will endeavour to assist you in finding new legal advisers and provide an effective transfer of your files. You agree to pay our reasonable fees and expenses to the completion of any such transfer.

**6.3** We may cease acting for you where it protects your interests to do so or where continuing to act may create a conflict of interest or cause us to be in breach of any of our obligations to

third parties, the law or our Regulatory obligations. Subject to compliance with our Regulatory obligations, we are not prevented or restricted by reason of our relationship with you from advising other clients, including clients whose interests might now or in the future be contrary to your own or who are your competitors.

**6.4** Save as provided for in these Terms of Business, we shall treat any information which is confidential to you and which we obtain as a result of acting for you as strictly confidential. You agree that, where permitted by our Regulatory obligations, we may use internal information barriers. You also agree that you will not expect us to divulge to you other clients' confidential information which we may hold. If we are instructed by a third party in circumstances where we hold information which is confidential to you which would be material to that third party and their interests are adverse to yours, we may accept that party's instructions provided we put in place such information barriers as may be suitable in accordance with our Regulatory obligations (as amended from time to time) to prevent the passage of that confidential information to the third party. Your consent to our proceeding in that manner is deemed to have been explicitly given by your agreeing to these Terms of Business.

**6.5** When we are instructed by two or more clients to act in relation to the same matter, each client irrevocably consents to information provided by it being shared with the other client(s) instructing us on the matter.

**6.6** If on your authority we are working with other professional advisers, we will assume that we may disclose any relevant aspect of your affairs to them.

**6.7** If we engage a third party in connection with your matter, we will put in place an agreement requiring them to treat your information as confidential.

**6.8** Our duty of confidentiality to you extends to any information which is confidential to you and which we obtain as a result of acting for you subject to the following (which may require the sharing of your privileged material):

**6.8.1** We may use information for the purpose of acting for you

**6.8.2** For disclosures to our auditors or other professional advisers or for the purposes of our professional indemnity insurance

**6.8.3** As otherwise required by law or regulatory authority to which we are subject or by Order of a court or tribunal

**6.8.4** For securing payment of any debt owed by you to us or otherwise enforcing our rights against you

**6.8.5** For the purpose of offering our services to you

**6.8.6** For the purpose of obtaining our own legal advice in relation to any matters arising out of our engagement by you.

**6.9** We may refer publicly to your name as a client of ours provided we do not disclose any information which is confidential to you. If you would prefer us not to do so, please inform us in writing at the outset of our instruction.

**6.10** We are under no duty to disclose to you any information acquired by us in acting for any other client or any information in respect of which we owe a duty of confidentiality to any third party.

**6.11** Where you provide us with email addresses for sending material to, we will assume, unless you tell us otherwise in writing, that your arrangements are sufficiently secure and confidential to protect your interests. We cannot guarantee the security or effectiveness of our

email communications and will not be liable for any loss arising from the delay, non-delivery or interception of emails or from our acting on false emails. Although we use anti-virus software to check emails which we send, we cannot guarantee that our emails will always be free from infection. You should inform us in writing if you do not want us to use email as a form of communication with you or if you require data to be encrypted.

**6.12** We will never contact you by email to tell you that our bank account details have changed. If you receive any communications purporting to be from this firm, that you deem suspicious or have any concerns about (however slight), please contact our office by telephone straightaway.

## **7. Outsourcing**

**7.1** Our IT services are managed by third party companies. We always seek a confidentiality agreement with these outsourced providers.

## **8. Foreign lawyers and other advisers**

**8.1** We will liaise with foreign lawyers, counsel, translators and/or other specialist advisers on your behalf as necessary. You may instruct them directly or, if we instruct them ourselves, we will do so as agent on your behalf, unless otherwise agreed with you. We assume no responsibility or liability for, nor do we guarantee the accuracy of, any advice given to you by any such foreign lawyers, counsel or specialist advisers or any translations provided to you by any translator.

**8.2** If we recommend that you use a particular firm, agency or business, we shall do so in good faith and because we believe it to be in your best interests. However, if that particular firm is not another firm of solicitors, then you will not be afforded the regulatory protection of the SRA, the SRA's Codes of Conduct and SRA Indemnity Insurance Rules, nor shall you be entitled to the benefit of the SRA Compensation Fund.

**8.3** We will only refer, recommend or introduce you to a separate firm, agency or business where you have given us your consent to do so.

**8.4** You will be responsible for the charges, costs and any applicable tax in respect of such foreign lawyers, counsel, translators and/or specialist advisers and we assume no liability for them. We may arrange for these charges to be invoiced directly to you or alternatively, if we agree with you to do so, you authorise us to issue a single invoice to include these charges as well as our own and pay those charges on your behalf once in receipt of funds from you.

## **9. File auditing and vetting**

**9.1** The firm may become subject to periodic auditor quality checks by external firms, companies or organisations, for the purpose of assessing the firm's compliance with its regulatory obligations and to obtain/maintain specialist accreditations which improve our practice. This could mean that your file is selected for checking. It is a specific requirement imposed by us that these external firms, companies or organisations fully maintain confidentiality in relation to any files and papers which are audited/quality checked by them.

## **10. Files and documents**

**10.1** We may have a right to keep your papers, documents or other property which are in our possession and that of any third party instructed by us on your behalf (including counsel) until you have paid all the money that is due to us. This right, known as a lien, will continue after the termination of the retainer between us.

**10.2** We will retain all papers and documents (except for any papers and documents not forming part of our client file to which you are entitled and ask to be returned to you or which are covered



by our lien as above) for a reasonable period (being a minimum of six years) after closing the file, after which we may destroy the originals and any copies or images of them.

**10.3** Where you request documents to be sent to you or to any third party, you will pay our reasonable charges for reviewing, identifying and providing appropriate documentation including paying our charges for copying such documents for our records (should we decide that retaining copies is appropriate) and the charges for delivering the documents to their destination.

## **11. Termination**

**11.1** Once instructed, we will normally continue to act for you in the matter until its conclusion. If circumstances arise where it is appropriate for us to cease acting, you will be responsible for our fees and expenses up to the date your instruction ends. You will also be responsible for any fees and expenses arising from our ceasing to act for you or for the transfer of the work to another adviser of your choice. We may keep all your papers and documents while there is still money owed to us for fees and expenses and/or unbilled fees and disbursements.

**11.2** We will, on giving reasonable notice, be free to refuse to act or continue acting in accordance with our Regulatory obligations and in particular if:

**11.2.1** we consider that we are or may be in breach of the law or our Regulatory obligations by accepting or continuing to accept instructions;

**11.2.2** we consider that there is or may be a conflict or risk of conflict between your interests and those of any other client of ours or the LLP;

**11.2.3** any account or bill rendered by us in respect of fees or disbursements has not been paid within 14 days of the account or bill being rendered; or

**11.2.4** any request for money on account of costs or disbursements incurred or to be incurred has not been complied with within one week of it being made (or within any lesser period that we consider appropriate in the circumstances).

**11.3** We may also cease acting on other reasonable grounds, including, at our sole discretion, where we consider that an appropriate working relationship with you is no longer viable or where our relationship of trust and confidence has been seriously affected.

**11.4** You may terminate our retainer at any time by notifying the Matter Partner detailed in your letter of engagement. No period of notice is necessary.

**11.5** On early termination, by either you or us, you will remain liable to pay all fees and expenses incurred before termination and due under our contract or due on the basis of the time spent at our agreed (or if none are agreed, usual) hourly rates, together with any further fees and expenses for work necessary to transfer our files to another adviser of your choice. All our rights set out in these Terms of Business shall continue to apply even if we terminate the agreement.

**11.6** If we are on the record as acting for you in any court or arbitral proceedings, the permission of the court or tribunal may be required before we can be removed from the record and, to that extent, your right to terminate our retainer may be restricted.

**11.7** Unless otherwise terminated, our retainer will end when our work on the matter is completed and our final bill is issued.

**11.8** The fact that we may inform you from time to time of developments in the law which may be of interest to you, by email, newsletter or otherwise, should not be understood as a revival of a lawyer-client relationship. We have no obligation to inform you of such developments in the law unless we are specifically engaged to do so and you agree that any such communications shall

not and will not constitute legal advice and that you will not rely on it as such.

## 12. Financial services

**12.1** We provide legal, not financial, advice and therefore our services to you in no way should be taken as comprising advice on investment activity. We are not authorised by the Financial Conduct Authority (FCA) under the Financial Services and Markets Act 2000. However, we are included on the Insurance Mediation Register maintained by the FCA which enables us to carry on insurance mediation activity which is broadly advising on, selling and administering insurance contracts. This part of our business, including arrangements for complaints or redress if something goes wrong, is regulated by the Solicitors Regulation Authority. The register can be accessed via the FCA's website at: [www.fca.org.uk/register/](http://www.fca.org.uk/register/).

**12.2** The Law Society is the designated professional body for the purposes of the Financial Services and Markets Act 2000, but responsibility for regulation has been delegated to the SRA (the independent regulatory body of the Law Society), and responsibility for handling complaints has been delegated to the Legal Ombudsman. If you are unhappy with any insurance advice you receive from us, you should raise your concerns with either of these bodies.

**12.3** Any insurance policy arranged by us on your behalf, shall, in our opinion, be adequate to meet your needs, but you are hereby informed that we do not recommend any policy over and above any other and that it is your responsibility to check that you are satisfied with the excess levels, exclusions, limitations and other policy terms. We do not conduct a fair analysis of the insurance market prior to arranging insurance policies. You can request details of the insurance undertakings with which we conduct business at any time.

**12.4** You must provide us with details of any relevant existing insurance policies you may have at the outset (including any Directors and Officers (D&O) cover). We will not be liable to you for any losses you sustain as a result of your failure to provide us with such details.

## 13. Anti-money laundering

**13.1** We may be required to provide satisfactory evidence of the identity of our clients and/or the identity of connected parties in order to comply with our obligations under the Proceeds of Crime Act 2002, and the Money Laundering Regulations 2017, and other anti-money laundering rules.

**13.2** Our verification of identity may include the use of electronic verification services and/or require you to provide us with original documents which we may scan and/or photocopy for our records. Under the legislation, we may also need to ask questions as to the source of funds to be used and additional questions as to the nature of your instructions. Any personal data we receive from you for the purpose of preventing money laundering or terrorist financing will be used only for that purpose or:

**13.2.1** with your consent, or

**13.2.2** as permitted by or under another enactment.

**13.3** In certain circumstances, the legislation referred to above may oblige us to make a report to the relevant authorities. Our obligation to make such a report may, in certain circumstances, override our duty of solicitor/client confidentiality and we may be prevented by law from informing you whether we have made, or intend to make, such a report. Subject to the section on 'our liability' below, we shall not be liable for any loss arising from or connected with our compliance with any statutory obligation which we may have, or reasonable belief we may have, to report matters to the relevant authorities under the provisions of the money laundering and/or terrorist financing legislation.

13.4 We reserve the right to decline the receipt of large sums of money in cash.

## 14. Sanctions

14.1 If our retainer with you is affected by economic sanctions imposed by the UK and/or other governments, we will always comply with our legal obligations and you agree that you will not seek to prevent us from doing so.

14.2 You agree and acknowledge that the imposition of sanctions may require us to take certain steps, including:

14.2.1 To freeze any funds or other assets we are holding on your behalf, including in particular any funds held by us on client account. Where this occurs, we will not be permitted to deal with any such funds or assets, including by returning them to you, using them to discharge any unpaid invoices or sending them to a third party.

14.2.2 To provide information to governmental, regulatory, law enforcement and/or other agencies, including information concerning our retainer with you; your business dealings; and/or any of your funds/assets held by us or of which we are aware.

14.3 If you become subject to sanctions, we may need to apply for a licence from the UK (or other) government to continue to act for you. If this is this case, you agree that you will cooperate with any application we make for a licence on your behalf, including by providing promptly any documents or information we reasonably require for the purposes of the application.

14.4 We reserve the right to ask you to increase (or decrease) any funds we hold on account, and/or to make arrangements for an alternative means of paying our invoices, where we consider this to be necessary in light of the imposition, or threatened imposition, of sanctions, provided that such arrangements are compliant with applicable laws.

14.5 We reserve the right, in our absolute discretion, to cease to act for you if we are unable to obtain any licence we consider is required to continue to act for you or where we consider that ceasing to act is necessary to comply with any applicable sanctions or that it is no longer appropriate to continue to work for you in light of the circumstances giving rise to the sanctions. If we terminate our retainer with you for any reason connected with sanctions, you will be liable for all of our fees and all disbursements incurred up to the date of termination.

## 15. Our liability

15.1 The instructions you have given us create a contract for our provision of services to you. We have a duty to work for you with reasonable care and skill. Our advice and services are for your benefit only and may not be disclosed (other than as required by law), used or relied on for any purpose other than the engagement concerned, or by anyone else (including any of your officers, employees or other personnel) without our prior written consent. The provisions of the Contracts (Rights of Third Parties) Act 1999 are thereby excluded.

15.2 Your contractual relationship is solely with Enyo Law LLP which has sole legal liability for the work done for you and for any act or omission in the course of that work. No member, consultant or employee of Enyo Law LLP, or service company owned or controlled directly or indirectly by one or more of the members, consultants or employees of Enyo Law LLP, will have any personal legal liability for that work whether in contract, tort, negligence or on any other basis. In particular, the fact that an individual member, consultant or employee signs in his or her own name any letter or other document in the course of carrying out that work does not mean he or she is assuming any personal legal liability for that letter or document. Accordingly, you agree that you will not bring any claim against (or name in any proceedings) any member, employee or consultant of Enyo Law LLP.

**15.3** You agree that:

**15.3.1** In respect of this matter, our total liability (including, without prejudice to the above, the liability of any of our members, consultants, employees or connected service company) to you in connection with any claims in respect of any act, omission or negligence or any other basis shall be limited to the sum specified in the letter of engagement or, if no sum is specified, the sum of £3 million. We shall not be liable for any consequential or indirect loss, whether or not it might have been foreseeable at the start of the matter(s).

**15.3.2** If we act for you in relation to two or more matters, you agree that our total liability (including, without prejudice to the above, the liability of any of our members, consultants or employees) to you in connection with any claims in respect of (a) one act or omission (b) one series of related acts or omissions (c) the same act or omission in a series of related matters and (d) similar acts or omissions in a series of related matters, shall be limited to the sum specified in the letter of engagement or, if no sum is specified, the sum of £3 million.

**15.3.3** In no event shall the LLP be liable for any loss arising in any way from, or in connection with:

**15.3.3.1** the provision of inaccurate or incomplete information to us by you or on your behalf, your failure to provide or procure the provision of information to us either punctually or at all, or any dishonest or deliberate or reckless misstatement, concealment or other conduct on the part of you or any other person; or

**15.3.3.2** the failure to carry out our work or other obligation due to circumstances beyond our reasonable control including for example as a result of malicious attacks, hacking, denial of service attacks or anything arising from the introduction of malware including viruses on the LLPs systems (provided that the LLP shall use reasonable efforts to maintain current versions of software patches).

**15.4** If we are acting for more than one person, the limit of liability will have to be allocated among you. If our letter of engagement does not expressly set out each person's share, that allocation will be a matter entirely for you. If for whatever reason you do not agree on an allocation, then you agree not to dispute the limit of liability on the grounds that no such allocation was agreed.

**15.5** Proportional liability: In addition to the other limitations in this document, where we and/or third parties are responsible for any loss suffered by you, our liability for that loss will be limited to a fair proportion of your total loss calculated by reference to the extent of our responsibility. If you have engaged others to represent or advise you on a matter in which we are involved and you agree with any of them that their liability to you will be limited, in order that our position is not adversely affected by any such limitation of their liability, you agree that our liability to you will not exceed the amount which would have applied in the absence of that limitation.

**15.6** Third party liability: If you start proceedings against us for loss or damage and there is another person (for example, another adviser) who is liable (or potentially liable) to you in respect of the same loss or damage, then you will (if we so request) join them into the proceedings. This is subject to any legal prohibition against your joining them in that way.

**15.7** The limitations and exclusions on liability in these Terms of Business shall not apply to any liability for death or personal injury caused by our negligence or for any other liability that cannot lawfully be excluded or limited.

**16. Complaints procedure**

**16.1** We always aim to provide the best possible service and are anxious to ensure that we deal with



any concerns promptly. If at any time you have any queries or concerns on any aspect of a matter (including a bill) please contact the Matter Partner. If this does not resolve the matter to your satisfaction or if you would prefer not to contact the Matter Partner, please contact our complaints partner Anna Maxwell, via the email address [anna.maxwell@enyolaw.com](mailto:anna.maxwell@enyolaw.com). We will try to address any problem quickly and operate an internal complaints handling system to help us resolve the matter. More details can be found [here](#).

**16.2** We have eight weeks to consider your complaint. If we are unable to resolve the matter internally, or you remain dissatisfied with our handling of your complaint, you may complain to the Legal Ombudsman. Normally, you will need to bring a complaint to the Legal Ombudsman within six months of the date of our final written response to your complaint. You should also be aware that the ombudsman will consider your complaint if you refer it on to them within either (i) one year from the date of the act or omission being complained about; or (ii) one year from the date when you should reasonably have known that there was cause for complaint.

**16.3** The Legal Ombudsman will look at the complaint independently and any investigation by them will not affect how we handle your case. Before accepting a complaint for investigation, the Legal Ombudsman will check that you have already tried to resolve the complaint with us.

**16.4** As well as your right to complain about any of our bills under our complaints procedure, you can also apply for the bill to be assessed by the court under Part III of the Solicitors Act 1974. You should be aware that the Legal Ombudsman will not consider your complaint while your bill is being assessed by a court.

**16.5** The Legal Ombudsman's contact details are:

Address: PO Box 6806, Wolverhampton, WV1 9WJ  
 Telephone: 0300 555 0333  
 Email: [enquiries@legalombudsman.org.uk](mailto:enquiries@legalombudsman.org.uk)  
 Website: <http://www.legalombudsman.org.uk/>

The firm is committed to ensuring that all Partners, Directors, Members, Consultants and Employees give their full co-operation to the Legal Ombudsman in the event of any dispute or complaint against the firm.

**16.6** In addition to the Legal Ombudsman, the SRA can help you if you are concerned about our behaviour. This could be for things like dishonesty, taking or losing your money or treating you unfairly because of your age, a disability or other characteristic. However, the SRA are not able to deal with issues of poor service.

**16.7** Solicitors Regulation Authority Contact Details:

Address: The Cube, 199 Wharfside Street, Birmingham, B1 1RN  
 Telephone: 0370 606 2555  
 Email: [report@sra.org.uk](mailto:report@sra.org.uk)  
 Website: [www.sra.org.uk](http://www.sra.org.uk)

## 17. Equality and diversity

**17.1** Enyo Law LLP has formal procedures in place to ensure equal opportunities. We are committed to promoting equality and diversity in all of our dealings with clients, third parties and employees. Our Equality and Diversity policy is available on request.

## 18. Severability

**18.1** If any part of these Terms of Business is held by any court or competent authority as invalid, illegal or unenforceable, in whole or in part, the remaining terms shall not be affected.

## 19. Force majeure

**19.1** Neither you nor we shall be liable for any failure to perform, or delay in performing, any obligations (other than payment and indemnity obligations) if and to the extent that the failure or delay is caused by force majeure and the time for performance of the obligation, the performance of which is affected by force majeure, shall be extended accordingly.

**19.2** If the party claiming relief under this paragraph is prevented by force majeure from wholly or substantially performing its obligations under any agreement for a continuous period of more than 28 days the other party shall be entitled to terminate that agreement immediately by notice to the party claiming relief under this paragraph. Neither party shall be liable to the other because of such termination but you shall remain liable to pay all fees and expenses incurred before termination.

## 20. Data protection

**20.1** Our use of your personal data is governed by the UK General Data Protection Regulation (UK GDPR), the Data Protection Act 2018 (DPA) and other data protection regulations and our professional duty of confidentiality.

**20.2** The firm has appointed Nouredine Bounani as its data protection contact within the firm and he is responsible for overseeing the firm's compliance with the DPA.

**20.3** We use the information you provide primarily for the provision of legal services to you and for related purposes including (but not limited to): updating and enhancing client records; analysis to help us manage our practice; statutory returns; and legal and regulatory compliance.

**20.4** If you are an individual, you have rights under the DPA. These rights are:

**20.4.1 The right to be informed and the right of access** – You can request a data subject access request (DSAR) by emailing the Matter Partner or emailing Nouredine Bounani [Nouredine.Bounani@enyolaw.com](mailto:Nouredine.Bounani@enyolaw.com) with the details of the personal data that you want to access.

**20.4.2 The right to rectification** - Please contact the Matter Partner to rectify any information that we hold. In some cases, we may ask to see proof of this change of data.

**20.4.3 The right to erase** - To request to erase any data that we hold on you please contact the Matter Partner or Nouredine Bounani. Please also bear in mind if we are in the middle of a matter that this may affect our capability to act for you. If this is the case, we will discuss this with you.

**20.4.4 The right to restrict processing** - To request a restriction of processing please notify the Matter Partner or Nouredine Bounani who will contact you to discuss the requirements of your requested restriction. Please bear in mind that some restrictions may prevent us from acting on your behalf. If this is the case, we will discuss this with you.

**20.4.5 The right to data portability** – To request this please contact the Matter Partner or Nouredine Bounani who will discuss the format you would like your data in when you make a DSAR.

**20.4.6 The right to object** - If you wish to object to any processing (irrelevant if consent has been provided previously), please contact the Matter Partner or Nouredine Bounani who will discuss your needs with you and action your request. Bear in mind, depending on the extent

of the request this may prevent us from acting on your matter.

**20.4.7 Rights in relation to automated decision making and profiling** – The firm does not conduct any solely automated decision making or profiling.

**20.5** We are a data controller for the purpose of the UK GDPR and other relevant data protection legislation. We take your privacy very seriously. Please read our Privacy Policy carefully as it contains important information on:

- 20.5.1** what personal data we collect about you and how that data is collected
- 20.5.2** how, why and on what grounds we use your personal data
- 20.5.3** who we share your personal data with
- 20.5.4** where your personal data is held and how long it will be kept
- 20.5.5** your rights in relation to the personal data we hold or use
- 20.5.6** the steps we take to secure your personal data
- 20.5.7** how to make a complaint in relation to our use of your personal data
- 20.5.8** how to contact us with any queries or concerns in relation to your personal data

## 21. Law and jurisdiction

**21.1** The contract between us is on the basis of these Terms of Business, our letter of engagement and any other written terms supplied to you.

**21.2** The construction, validity and performance of this contract shall be governed by and construed in accordance with English law and, subject to what follows, subject to the exclusive jurisdiction of the English courts. We at our sole discretion may bring legal proceedings in any other jurisdiction, including the jurisdiction where you are domiciled or based, to recover fees or other sums payable to us, and/or refer the claim or dispute to arbitration, seated in London under the Rules of the London Court of International Arbitration, which Rules are deemed to be incorporated by reference into this clause 21. The arbitration shall be in English before a single arbitrator nominated by us. Should you fail to provide us with a valid address for service in England and Wales of legal proceedings and all Court and arbitration documents and formal notices within 48 hours of being requested to do so, you agree that we shall, at our election, serve you at an address of our choosing.

**Dated:** 21 October 2024

**Signed:** Anna Maxwell - Partner, Enyo Law LLP

