
1 General

- 1.1 These Terms of Business together with any letter which we may send you confirming your appointment of us and outlining your matter ('Engagement Letter'), and if applicable any funding agreement document, are herein referred to as the 'Terms' and the Terms constitute the contract between you and Slater and Gordon Lawyers ('SandG'). In the case of any inconsistent or incompatible provisions, the Engagement Letter and funding agreement documentation take precedence.
- 1.2 In these Terms 'SandG' or 'we' shall mean Stuart Cochran associated with the law firm of Slater and Gordon UK Limited, its associated companies and, in all relevant cases, any successor or assignee. A. Stuart Cochran is regulated by the Law Society of Scotland and based at 1st Floor Charlotte House, 2 South Charlotte Street, Edinburgh, EH2 4AW.
- 1.3 Slater & Gordon UK Limited is a company registered in England and Wales (07931918) with registered address at 50-52 Chancery Lane, London, WC2A 1HL.
- 1.4 Slater and Gordon UK Limited is part of a group of companies ('Group') whose ultimate parent company is Slater and Gordon UK Holdings Limited, a company registered in England and Wales (10977311) with registered address at 50-52 Chancery Lane, London, WC2A 1HL. Slater and Gordon UK Limited has a financial interest in group companies which may be regulated in a different way to us and which will affect the protections or type of recourse available to you. More information about our group can be found on our website or can be provided upon request.
Our Group offers services which may be complimentary to your matter such as rehabilitation agency Overland Health Ltd and medical evidence agency Mobile Doctors Ltd. If you are referred to any of our Group you will be notified about this relationship to ensure you can make an informed decision as to whether you wish to use their services.
- 1.5 Slater and Gordon UK Limited is authorised and regulated by the Solicitors Regulation Authority ('SRA'). Slater & Gordon UK Limited is authorised and regulated by the Financial Conduct Authority for insurance mediation activity.
- 1.6 The expressions 'you' or 'your' refer to you, our client.
- 1.7 These Terms are subject to change from time to time and are updated on our website at www.slatergordon.co.uk and are correct at the time of issue 17th July 2018.

2. Provision of Advice

- 2.1. Our advice on any matter is confidential and is provided for your benefit alone and solely for the purpose of the matter set out by us in the Engagement Letter. Save with our prior written consent it may not be relied upon for any other purpose or by any other person. Our duty of care is to you as our client and does not extend to any third party.
- 2.2. We are not responsible for advising (or not advising) on matters outside the scope of the Engagement Letter, or for advising on changes in the law after we have delivered our advice, or if you act or refrain from acting on the basis of any draft advice before it has been finalised.
- 2.3. You are responsible for providing us in a timely manner with all instructions, information and documents that we require in order to advise you on your matter and to ensure that such information is, and remains, true and accurate in all material respects and is not misleading. Unless we agree otherwise, we will not check the accuracy or completeness of such information. You should not assume that information or documents which have previously been given to us on matters on which we have previously advised will be known to those instructed on a new matter.
- 2.4. If now, or at any time in the future, any matter upon which we act for you is the subject of contested proceedings, whether in the courts or other tribunals, you will almost certainly have to disclose documents, including electronic documents, relevant to the matter. You should ensure that you do not destroy or allow to be destroyed any documents that relate to such matter in any way as your position in such proceedings could be seriously compromised if you do so.
- 2.5. You are responsible for ensuring that you have all necessary rights to supply us with the information you provide and that our use of that information will not infringe the rights of any third party or result in a breach of any law, rule or regulation.
- 2.6. To enable us to continue to advise you on your matter effectively you are obliged to inform us, within 7 days, of any changes to your name, address, e-mail address or telephone number.

information which is already in the public domain or which is already lawfully in our possession at the time it is communicated by you to us or we are required to disclose any such information:

- 3.1.1. to our auditors, external assessors or other advisors or for the purposes of our professional indemnity insurance; or
- 3.1.2. by law or other regulatory authority to which we are subject;
- 3.1.3. to any third party under the terms of an arrangement, authorised by you, regarding the funding of our charges and disbursements;
- 3.1.4. To any third party to assist in the recovery of your costs.

Any such disclosure shall of course be conducted in confidence.

- 3.2. Solicitors must not act where there is a conflict of interest and must have systems to identify conflicts.
- 3.3. We have attained the Lexcel quality standard of the Law Society, as a result of which we are subject to periodic checks by outside assessors. This could mean that your file is selected for checking. We assume that we have your consent but, if you prefer to withhold consent please notify us in writing. All inspections are conducted in confidence.
- 3.4. If you or we engage other professional advisers to assist with a matter we will assume, unless you notify us otherwise, that we may disclose information to such other advisers as necessary.
- 3.5. We may from time to time outsource some of our services, but only when it is cost effective to do so e.g. word processing/typing. We will assume, unless you notify us otherwise, that we may disclose information to such outsourcing agents as necessary. All of our outsourcing arrangements have express confidentiality agreements in place.
- 3.6. You acknowledge that we owe a duty of confidentiality to all our clients and, as a precondition to us acting for you, you agree that we shall have no duty to disclose to you information that we may learn or have learnt while acting on behalf of another client.
- 3.7. Under the principle of legal professional privilege, solicitor/client communications may enjoy special protection from later disclosure in litigation or in other circumstances. Legal professional privilege can be lost, and our advice is that you, and anyone else involved in

3. Duty of Confidentiality

- 3.1. Unless otherwise authorised by you, we will keep confidential any information which we acquire about you, unless it is

matters with us or where you may need our advice, should treat all information and communications relating to those matters as confidential and avoid circulating those communications more widely than is necessary. If you are in any doubt about this please ask us for advice.

4. Conflicts of Interest

- 4.1. We take conflict issues seriously. Our conflict procedures help us fulfil our professional obligation not to act for one client in a matter where there is an actual (or significant risk of a) conflict with the interests of another client for whom we are already acting. We have procedures in place to ensure that conflict checks are carried out on every matter as soon as practicable so that if an issue arises it can be discussed with you and dealt with as soon as possible. If at any time you become aware of an actual or potential conflict of interest, please raise it with us immediately.
- 4.2. Where our professional rules allow, you agree that after we cease to act for you, we may act or continue to act for another client in circumstances where we hold information which is confidential to you and material to the engagement with that other client. We will not, however, disclose your confidential information to that other client.

5. Anti-Money Laundering Rules

- 5.1. In some areas of our work, in order to comply with the Money Laundering Regulations 2017 and the Proceeds of Crime Act 2002 (and any subsequent amendments) we are required to satisfy ourselves that we are not unwittingly involved in money laundering. The legislation is intended to provide a comprehensive system of client identification procedures, record keeping and mandatory reporting and provide a framework for our procedures.
- 5.2. To both satisfy our regulatory obligations and conduct our identification requirements, we will conduct an electronic verification of your identity. This process includes searching various data sets, including credit databases. We may additionally request you to provide evidence of your identity and address. When acting for a company or other organisation we will require evidence that the person providing instructions has the necessary authority to do so. It is important that you forward any requested evidence promptly, as we will not be able to act for you if we cannot comply with these obligations. We will retain copies of any identity documentation for at least five years.
- 5.3. From time to time we may require you to provide evidence of the identity of other connected parties so that we may comply with our statutory obligations.
- 5.4. If we have reason to suspect that there is an attempt to launder money, or that you or any other party connected with you is involved in activities prescribed by the Proceeds of Crime Act 2002 (and any subsequent amendments), then we have a positive obligation to notify the National Crime Agency of our suspicions. You acknowledge, as a condition of these Terms, that this obligation will in certain circumstances override our duty of confidentiality. We may not be permitted to advise you whether or not we have made or might intend to make such a report. If we were to do so we would ourselves be committing a criminal offence. In such circumstances we may cease acting for you, or be instructed to do so by the relevant authorities, and we may not be able to communicate the reason for ceasing to act.

6. Client Money

- 6.1. It is a condition of these Terms that we are entitled to ask you to let us have money on account of costs to be

incurred in the following weeks or months for both our fees and other disbursements. This does not apply if you accept our offer to work for you on the basis of a Conditional Fee Agreement, subject to anything further which is set out in your Engagement Letter.

- 6.2. Money held by us for you, whether on account or otherwise, will be held in a separate client bank account and administered according to the SRA Accounts Rules. You may be entitled to interest, details of which are available on request. In order to comply with our money laundering obligations, where a transaction does not complete we will repay monies held by us, for you, to you alone and not to any third party on your behalf.
- 6.3. As required by the SRA Accounts Rules, money held by us will be taken in payment or part payment of our bills within 14 days of the date of the bill, unless that money is held for any other purpose.
- 6.4. We do not accept any payment in cash. If you deposit cash direct with our bank we reserve the right to charge for any additional checks we deem necessary regarding the source of the funds.
- 6.5. Where we make payment of money to you it will usually be by cheque sent in the ordinary post or an electronic funds transfer e.g. via the clearing house automated payment system (CHAPS). Whichever payment method is used we do not accept any responsibility or liability for any losses arising in respect of any interception, appropriation, misuse or delay in receipt. You authorise us to send any cheque in the ordinary post and, on posting, property and risk in the cheque will pass to you. As a security measure and for your protection we ask that you tell us your bank account number in addition to the account name for inclusion in any cheque. Money received in respect of compensation, will only be paid to you. We are not permitted to make a payment to another person on your behalf.
- 6.6. You may be asked to disclose the details of the source of any funds paid to us and failure to do so may lead to us being unable to continue to act for you or a delay in us completing the work.
- 6.7. We are happy to provide a copy of our interest policy on request. We will pay interest when it is fair and reasonable to do so in all the circumstances. We pay a fair and reasonable sum calculated over the whole period for which any money is held. We do not pay interest:
- + on money held to pay a professional disbursement if there has been a request for delay in settlement;
 - + on money held for the Legal Aid Agency; on money
 - + that we have paid into a client account as an advance from the firm to fund a payment on behalf of a Recipient in excess of funds held for that
 - + Recipient; if we have agreed with a Recipient to contract out of our obligation to pay interest;
 - + on monies that we are instructed to hold outside a client account in a manner that does not attract interest, e.g. cash held in our safe; and
 - + where the amount of interest, calculated in accordance with this policy, is less than £20
- 6.8. The Financial Services Compensation Scheme (FSCS) is the compensation scheme for customers of UK authorised financial services firms. The Scheme can compensate customers if a firm has stopped trading or does not have enough assets to pay claims made against it. The current maximum protection is £85,000. The FSCS advises that any monies transferred from a bank account to a client account are treated for the purposes of the FSCS limit (£85,000) as being in your bank account where the funds originated from. If the bank fails, and you have transferred to your client account £85,000 and you hold monies in your accounts with the same bank then you will only be able to recover £85,000 in total as the FSCS limit is for an amount per individual not per account.

However, with effect from 3rd July 2015, the FSCS will provide a £1 million protection limit for temporary high balances held with a bank, building society or credit union if it fails. Further details relating to what constitutes a temporary high balance and the rules relating to the protection can be found at www.fscs.org.uk

In the event of a bank failure you agree to us disclosing details to the FSCS

7. Professional Charges, Expenses and Disbursements

- 7.1. Save for where we have agreed a fixed fee, our basic charges are normally based on the time spent dealing with a matter. Time is recorded and charged on the basis of 6 minute units. Other factors may also be taken into account in accordance with Solicitors' Regulation Authority (SRA) requirements, for example, complexity, value, importance to the client and urgency. We may increase our rates if, for example, the matter becomes more complex than expected. Where appropriate and cost effective to do so, work may be carried out by a suitable qualified fee earner, subject to supervision, who is not a solicitor.
- 7.2. Our hourly rates are set out in your Engagement Letter or Funding Agreement Documentation and vary according to the level of seniority and expertise of each fee earner. VAT will be added where applicable. Our rates are reviewed from time to time and if they alter you will be notified of any increases.
- 7.3. Where we have provided an estimate of our likely charges and expenses we will keep that estimate updated and will inform you if any unforeseen additional work becomes necessary and before any additional expenses are incurred (for example, due to unexpected difficulties or if your requirements or the circumstances significantly change). However, we cannot provide a guarantee that the final cost will not be greater than the estimate.
- 7.4. If you receive provisional damages, we are entitled to retain monies in payment of our basic charges, our expenses or disbursements, the success fee and the ATE Insurance Premium.
- 7.5. By instructing us, you are authorising us to incur such charges and disbursements as we consider reasonable and necessary. We do not propose to seek your authority before incurring each disbursement. In some circumstances we may ask you to pay our charges and expenses before we commence work.
- 7.6. Disbursements are charges paid to external providers on your behalf and may include (although not an exhaustive list) the fees charged by Counsel and other experts, including medical experts, travel, couriers, court fees, search fees and stamp duty land tax. These items are charged at cost to you with VAT added where applicable.
- 7.7. By instructing us, you are authorising us to make any agreement with your opponent in respect of our professional charges and to appoint a third party as agent to recover such costs on your behalf. We do not propose to seek your authority before making any agreement with your opponent but please let us know if you would like us to do so.
- 7.8. We also reserve the right to charge for special bank transaction costs. VAT will be added where applicable.
- 7.9. We reserve the right to charge an administration and/or photocopying fee in the event that you or any person on your behalf requests the documents in our possession relating to your matter.
- 7.10. Certain employees are authorised to sign bills of costs on behalf of the firm. Electronic signatures may be used.
- 7.11. **Tenders:** If your opponent makes what is known as a Tender to settle we may advise you to reject that offer and

continue to pursue a higher award. If your claim for damages goes ahead to trial where you recover less than that offer or payment, then we will not seek to recover our success fee or shortfall in fees related to the work done after we received notice of the offer or payment. At the same time you may also be responsible from that point for your opponent's costs although those costs will be offset against the damages and interest your opponent is ordered to pay you.

8. Payment

- 8.1. We may issue interim bills during the course of your matter and a final bill will be sent to you at the conclusion of your matter. Our bills should be paid within 14 days of issue (unless otherwise stated) and if payment is not made we reserve the right to suspend acting for you until full payment is received or decline to act for you further. If we cease acting for you we will render a final bill for any work carried out to that point.
- 8.2. If a bill remains unpaid for one month after the date of the bill, we reserve the right to charge interest on a daily basis until payment is made.
 - 8.2.1. If you are a business purchasing our services the daily interest rate will be charged at a rate equal to 8% above the Bank of England base.
 - 8.2.2. If you are an individual purchasing our services then the daily interest rate will be charged at a rate equal to 4% above the Bank of England base.
- 8.3. We will also be entitled to retain property belonging to you, together with our own papers relating to the matter, until all sums outstanding to us are paid.
- 8.4. We may require payment of sums on account of anticipated fees or disbursements. When we put these payments towards your bill we will send you a receipted bill. We will offset any payments on account against your final bill, but your total charges and expenses may be greater than any advanced payments. We may use any final or interim damages recovered on your behalf as payment in full or in part of any disbursements we have paid. We reserve the right to charge interest on any disbursements we pay on your behalf.
- 8.5. In order to comply with our money laundering obligations, other than the usual charges incurred in connection with a matter, we will not pay any sums to a third party on your behalf, whether from proceeds of sale or funds provided by you. You will be responsible for making any such payments yourself.
- 8.6. In accordance with your rights under the Solicitors' (NonContentious Business) Remuneration Order 2009 (and any subsequent amendments) and Sections 70, 71 and 72 of the Solicitors Act 1974 (and any subsequent amendments) you have the right to apply to the court to have your bill formally assessed by the court. In the first instance we would suggest you use the S&G complaints process in order to try to resolve any areas of dispute.
- 8.7. We may send you interim bills with a statement of account detailing every bill which remains unpaid. You may also be contacted by our credit control team in relation to any unpaid bills which are older than 15 days.
- 8.8. We reserve the right to recover our costs incurred as a result of you not complying with our payment terms. These include charges for preparing and sending you reminder letters and the expense we incur in tracing you and enforcing our terms whether through the courts or not. These terms entitle us to recover from you any shortfall in costs arising following an assessment by the court.
- 8.9. We will send you a bill for our charges and expenses. Any query on a bill must be raised within 14 days of delivery and you should still promptly pay all other elements of the bill. If a bill is not paid within 30 days of the due date we

may charge interest on the unpaid amount in accordance with sub-clauses 8.2.1 and 8.2.2.

9. A. Costs Recoverability in Civil Litigation (where applicable)

- 9.1. At the conclusion of your matter, or during proceedings, you may be entitled to the payment of your costs by another party, for example, at the end of a successful court hearing. However, any order for costs obtained against another party will only be of value to the extent that your opponent is able to pay the costs awarded in your favour. Any costs recovered may be less than the total costs incurred on your matter. Also, if your opponent is in receipt of public funding you may not recover your costs even if you are successful.
- 9.2. The costs of preparing a bill of costs and of seeking to enforce an order for costs against another party will be payable by you as part of the costs we are entitled to charge as part of our agreement with you. Any costs recovered from any other party will first be applied against any unpaid bills and charges and any balance will be paid to you. You agree to us appointing a suitable third party to undertake such enforcement action on your behalf.
- 9.3. Disputes before tribunals or which are submitted to arbitration or other forms of dispute resolution may involve additional and/or irrecoverable costs.
- 9.4. In some circumstances, for example, if you lose a hearing or the case, the court may order you to pay the other party's costs (possibly within a short time-frame such as 14 days). This would be payable by you in addition to our costs. In the event that you do not have ATE Insurance or Legal Expenses Insurance cover to protect you against this risk then we will discuss with you whether the potential outcomes of your matter justify the expense or risk involved including the risk of having to pay the costs of another party.
- 9.5. You will remain responsible for the payment of our costs, in full, regardless of any costs order made against another party. We will be entitled to render a bill to you in respect of our costs, which will be payable by you in accordance with our normal payment terms even though any costs order in your favour has not yet been paid. Any costs recovered from any other party will first be applied against any unpaid bills or charges and any balance will then be paid by you.

10. Complaints

- 10.1. We endeavour to provide a high quality service in all respects. However, if you have any queries or concerns, or are simply dissatisfied with any part of our service, please let us know. In the first instance please contact the person dealing with your matter. If the matter is not resolved to your satisfaction please contact our Client Relations and Complaints Partner, Stuart Cochran. He will investigate your complaint and report back to you as quickly as he can.

11. Termination and Notice of the Right to Cancel

- 11.1. You may terminate our instructions in writing at any time by writing to the person dealing with your matter but we will be entitled to keep all your papers and documents while there is money owing to us for our costs.
- 11.2. We may decide to stop acting for you only with good reason, for example, if you do not pay a bill, if you provide us with misleading information, or if you act in an abusive or offensive manner. We will give you reasonable notice in any situation where we will be ceasing to act for you.

- 11.3. If you, or we, decide that we will no longer act for you, we will charge you for the work we have done and, where appropriate, will charge fees and disbursements incurred in transferring the matter to another adviser if you so request. Please note that we will not (to the extent permitted by the applicable rules of professional conduct) release your papers or property to you or any third party until you have paid all outstanding charges.
- 11.4. Should you decide to cancel your instructions with us and your matter is funded by legal aid then we have a duty to make you aware that there would be potential difficulties in re-applying for legal aid for the same issue if the contract is terminated.
- 11.5. Notice of the right to Cancel - If you have not attended our offices in person and have instead been visited in your home or place of work by a solicitor or agent on our behalf, and have entered into an agreement for our services, then you have a right (under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013) to cancel that agreement within 14 days from the date of first instructing us, without any charge being made by us. You must give us notice in writing, either by post or electronically, or alternatively by sending us the cancellation notice slip which is enclosed with the Engagement Letter (where applicable). The notice of cancellation will be deemed as having been served on us as soon as it has been posted, or sent electronically. Please note that if you agree in writing that we should undertake work on your behalf before the end of the cancellation period, then even if you cancel your agreement with us you may still be required to pay for services supplied before the cancellation date.
- 11.6. If you have instructed us using a form of 'distance communication' such as telephone or email then you have (under the 2013 Regulations referred to in clause 11.5) a right to cancel the agreement and withdraw your instructions within 14 days from first instructing us without any charge being made by us. You must give us notice in writing, either by post or electronically. The notice of cancellation will be deemed as having been served on us as soon as it has been posted, or sent electronically. Please note that your right to cancel does not apply if we undertake work on your behalf, with your prior consent, within the 14 day period.

12. Limitation of Liability

- 12.1. All correspondence and other communications sent to you in the performance of our services shall for all purposes be assumed to have been sent on behalf of SandG. Any liability arising out of these Terms, or otherwise arising out of or related to the performance of our services, shall be a liability of SandG and not of an employee, member or consultant of SandG. Accordingly, you agree that by engaging us you will not bring any claim arising out of or in connection with our engagement personally against any individual employee, member or consultant of SandG. This restriction will not operate to limit or exclude the liability of SandG.

13. Intellectual Property Rights

- 13.1. We retain copyright and all other intellectual property rights in all documents and other works we develop or generate for you in providing our services (including knowhow and working materials as well as final documents). We grant you a non-exclusive, nontransferable, non-sub licensable license to use such documents or other works solely for the purpose of your matter. If you do not pay us in full in accordance with your obligations we may, on giving you notice, revoke the license and only re-grant it to you once full payment has been made.

13.2. We may retain, for our subsequent use, a copy of the advice or opinion of any barrister or other third party obtained in the course of providing the services. If we retain a copy of any such advice or opinion we will take all reasonable steps to conceal information which might reasonably enable you to be identified.

14. Storage of Papers and Documents

14.1. We normally keep our file of papers (except for any of your papers that you ask to be returned to you) for at least seven years, but we reserve the right to destroy a file at any time. We keep the file on the understanding that we have the authority to destroy it six years after the date of the final bill we send you for the matter. We will not destroy documents you ask us to deposit in safe custody, but we may send them to you for your retention.

14.2. If you request the return of your file or its transfer to a third party at any time within five years of completion of your matter then, in order to ensure our compliance with the money laundering legislation, we will make and retain a copy of your file. Upon such a request we may charge for time spent retrieving or delivering papers and documents and for any reading, copying, correspondence or other work necessary to comply with your request.

15. Data Protection and Electronic Communication

15.1. We comply with the requirements of the Data Protection Act 2018 and the EU General Data Protection Regulation. A copy of our Privacy Policy which sets out how we collect, process and store your personal information, is included in this pack. It also sets out your rights in respect of your personal information we process.

15.2. We may conduct some or all of our communication and send documents, including bills, by email. However, email is not fully secure, may be intercepted by third parties, and may not always reach its intended recipient. Where necessary, you should follow up all important communications with a phone call, fax or printed copy by post. If you do not wish us to use email please let us know.

15.3. We shall use reasonable endeavours to ensure that emails we send are free from viruses and any other materials that may cause harm to any computer system. You undertake to act likewise with any email you send to us. We may monitor emails to investigate unauthorised use of our email system, or for any other purpose permitted by law. As a result, we may collect personal information about the senders and/or recipients of the email or which is contained in the email.

15.4. We may use the personal information that you provide us, or which we obtain through our dealings with you, for the provision of our services to you and for related purposes such as administration, billing and record keeping and to inform you of our services and events that we think may be of interest to you.

15.5. If you are responsible for your fees, we may need to conduct a search with credit reference and fraud prevention agencies who may consult the electoral roll. These agencies will provide us with personal data and may make a record of this search. By instructing us you consent to us undertaking this search and authorise such agencies to disclose such information to us. If you do not wish us to do this you must let us know in writing.

16. Professional Indemnity Insurance

16.1. We maintain professional indemnity insurance in accordance with the requirements of the Law Society of Scotland. Details of the insurers and territorial coverage are available for inspection at our registered office.

17. Tax Advice

17.1. Unless you specifically instruct us to advise on tax planning, the advice we give will not include any consideration of, or advice concerning, the taxation implications or consequences of any course, or alternative course, of action and we will not be liable for any loss or disadvantage that may arise from the tax consequences of any matter.

17.2. If you do specifically instruct us to advise on tax planning we will provide you with a separate estimate. We may be required by law to notify HM Revenue & Customs with details of any tax planning you receive, even though we have not ourselves provided you with the tax planning advice.

18. Regulation

18.1. A. Stuart Cochran associated with Slater and Gordon Lawyers is authorised and regulated by the Law Society of Scotland.

19. Equal Treatment

19.1. We are committed to promoting equality and diversity in all of our dealings with clients, third parties and employees. In accordance with the Equality Act 2010 (and any subsequent amendments) we will not discriminate in the way we provide our services on the grounds of sex (including gender reassignment), marital status, sexual orientation, disability, race, colour, religion, age, nationality or ethnic or national origins.

20. Rights of Third Parties

20.1. Nothing in these Terms confers any rights on any person pursuant to the Contracts (Rights of Third Parties) Act 1999 (and any subsequent amendments) and we shall not be liable to any third party for any advice or service we provide to you unless otherwise agreed in writing by a member. We may vary these Terms without the consent of any third party.

21. Severability and Good Faith

21.1. If any part of these Terms is held to be illegal, invalid or otherwise unenforceable then that provision shall, to the extent necessary, be severed and shall be ineffective but the remaining terms will continue in force and effect.

22. Non-Waiver

22.1. Any failure by SandG to insist upon strict performance of any of the Terms, or any failure or delay by SandG to exercise any rights or remedies whether under the Terms and/or at law or otherwise, shall not be deemed a waiver of any right of SandG to insist upon the strict performance of the Terms or of any of its rights or remedies as to any default under the Terms.

23. Electronic Communications

- 23.1. We may conduct some or all of our communication and send documents, including bills, by email. However, email is not fully secure, may be intercepted by third parties, and may not always reach its intended recipient. Where necessary, you should follow up all important communications with a phone call, fax or printed copy by post. If you do not wish us to use email please let us know.
- 23.2. We shall use reasonable endeavours to ensure that emails we send are free from viruses and any other materials that may cause harm to any computer system. You undertake to act likewise with any email you send to us. We may monitor emails to investigate unauthorised use of our email system, or for any other purpose permitted by law. As a result, we may collect personal information about the senders and/or recipients of the email or which is contained in the email.
- 23.3. We may use the personal information that you provide us, or which we obtain through our dealings with you, for the provision of our services to you and for related purposes such as administration, billing and record keeping and to inform you of our services and events that we think may be of interest to you.
- 23.4. If you are responsible for your fees, we may need to conduct a search with credit reference and fraud prevention agencies who may consult the electoral roll. These agencies will provide us with personal data and may make a record of this search. By instructing us you consent to us undertaking this search and authorise such agencies to disclose such information to us. If you do not wish us to do this you must let us know in writing.
- 23.5. You warrant that any electronic signature you provide to enter into these Terms of Business, the Engagement Letter and/or any funding agreement documentation is authentic to you and confirms the authenticity of both your signature and these Terms. Your signature is the means by which you consent to these Terms. You also agree that at our request you will co-operate with us by providing such certification as we may ask to verify the authenticity of your electronic signature, the Terms and your consent.

24. Governing Law and Jurisdiction

- 24.1. These Terms and any dispute between us shall be governed by, and construed in accordance with, the laws of Scotland and shall be subject to the exclusive jurisdiction of the Scottish Courts.