

Solicitors

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Terms and Conditions of Business

Effective from: 1 September 2026

These Terms and Conditions of Business apply to legal services provided by **Hyland Fitzwater Limited trading as Hyland Fitzwater Solicitors** ("the Firm", "we", "us" or "our"). They should be read with our client care engagement letter, scope of work, costs information and any other terms issued for a particular matter.

If there is any inconsistency, the matter-specific engagement letter will take priority over these Terms and Conditions.

1. About the Firm

- 1.1 Hyland Fitzwater Limited (Co. Regn. No. 07354743) is established under the laws of England and Wales.
- 1.2 The Firm is authorised and regulated by the Solicitors Regulation Authority ("SRA") under SRA number 607093. The SRA's professional rules are available at www.sra.org.uk.
- 1.3 A reference in these Terms and Conditions to a "partner" means a director of the company, a consultant or an employee of equivalent status. The term does not necessarily indicate that an individual is a partner for the purposes of partnership law.
- 1.4 Our VAT registration number is 925338811

2. The Client

- 2.1 Our client is the person or entity identified as the client in our client care engagement letter ("you" or "your").
- 2.2 Unless we expressly agree otherwise in writing:
 - (a) we do not act for any director, shareholder, member, partner, employee, parent undertaking, subsidiary, associated entity, family member, beneficiary or other third party connected with you; and
 - (b) no other person may rely on our advice.
- 2.3 Where we act for two or more clients jointly:
 - (a) each client authorises us to disclose to the other joint clients all information relevant to the matter;
 - (b) instructions may be accepted from any one joint client unless otherwise agreed;
 - (c) each joint client is jointly and severally liable for our fees and expenses, meaning that we may recover the full amount from any one or more of them; and
 - (d) if a conflict or material disagreement arises, we may have to cease acting for some or all of the joint clients.

Directors: Carol A. Gregorious, Solicitor, Belgin Bozdog LLB(Hons) Solicitor

Consultant: Julie A. Fitzwater LLB (Hons) Solicitor

Authorised and regulated by the Solicitors Regulation Authority No. 605093. Hyland Fitzwater Solicitors is the trading name of Hyland Fitzwater Limited a company registered in England & Wales Co. No. 07354743. Registered office: 44 Chertsey Road, Chobham, Surrey GU24 8PJ



- 2.4 You must tell us promptly if your name, address, contact details, ownership, management, tax residence or other relevant circumstances change.

3. Scope of Our Work

- 3.1 The engagement letter will identify:
- (a) the work we have agreed to undertake;
 - (b) any work excluded from our instructions;
 - (c) the person with day-to-day responsibility for your matter; and
 - (d) the basis on which our charges will be calculated.
- 3.2 We will provide legal services with reasonable care and skill and in accordance with applicable professional obligations.
- 3.3 Our advice:
- (a) relates only to the specific matter and circumstances for which it is given;
 - (b) is based on the law and information available at the time;
 - (c) does not extend to tax, accounting, commercial, investment, technical or foreign-law issues unless expressly agreed; and
 - (d) must not be used for another purpose without our written agreement.
- 3.4 We are not responsible for updating advice after our engagement ends because of later changes in law, practice, facts or circumstances unless we agree to do so.
- 3.5 Dates and timescales are estimates unless we expressly confirm that a deadline is fixed. Progress may depend on courts, tribunals, public bodies, counterparties and other persons outside our control.

4. Your Responsibilities

- 4.1 You agree to:
- (a) provide complete, accurate and timely instructions and information
 - (b) disclose all facts and documents that may be relevant, including facts that may be adverse to your position;
 - (c) preserve relevant documents and electronic information;
 - (d) review documents sent to you and promptly identify any errors or omissions
 - (e) respond promptly to requests for instructions, documents or payments;
 - (f) comply with agreed deadlines and any court or tribunal orders;
 - (g) notify us immediately of material developments; and
 - (h) avoid taking action affecting the matter without discussing it with us where reasonably practicable.
- 4.2 We are entitled to rely on information and documents supplied by you or on your behalf unless there is a reason why it would be inappropriate to do so.
- 4.3 We are not responsible for loss caused by inaccurate, incomplete or late instructions or by a failure to follow our advice.

5. Responsibility for Your Matter

- 5.1 The engagement letter will identify the person responsible for your matter and, where applicable, their supervising partner or manager.
- 5.2 We may allocate work to other suitably qualified or experienced members of the Firm. We may change the person handling your matter where reasonably necessary.
- 5.3 We may use consultants, barristers, experts, agents, search providers, translators, costs lawyers and other external suppliers. Where appropriate, we will consult you before instructing a material third-party adviser.

5.4 Our offices are normally open between 9.00 a.m. and 5.00 p.m., Monday to Friday, excluding public holidays in England and Wales.

6. Communication and Authority

6.1 We will normally communicate by email, telephone, post, video conference or through a secure client portal.

6.2 You authorise us to act on instructions that reasonably appear to come from you or an authorised representative. We may require written confirmation, identity verification or other security checks before acting.

6.3 Email and internet communications carry risks, including interception, misdirection, malware and fraud. Unless you instruct us otherwise, you consent to routine, email communication.

6.4 Our bank details will not ordinarily change during a matter. You must independently verify bank details using a trusted telephone number for this Firm before transferring funds. We accept no responsibility for payments sent to an incorrect account where reasonable verification procedures have not been followed.

6.5 We will never notify you solely by email of a change to our bank details. Any message suggesting otherwise must be treated as potentially fraudulent and reported to us immediately.

6.6 We may record telephone calls or online meetings for training, quality, regulatory or evidential purposes where lawful. Any recording will be handled in accordance with our privacy notice.

7. Fees

7.1 Our charges will be calculated on the basis stated in the engagement letter. This may include:

- (a). hourly rates;
- (b). fixed or capped fees;
- (c). staged fees;
- (d). conditional or damages-based arrangements under a separate written agreement; or
- (e). another agreed pricing method.

7.2 Hourly rates may vary according to the seniority and experience of the person carrying out the work. Time may include:

- (a) meetings and telephone calls;
- (b) considering, preparing and reviewing correspondence and documents;
- (c) legal and factual research;
- (d) preparing attendance notes and file records;
- (e) travel and waiting time;
- (f) communications with you, third parties, courts or public bodies; and
- (g) supervision and matter management where reasonably necessary.

7.3 Time is recorded in units of 6 minutes.

7.4 Any estimate is given in good faith based on the information available at the time. It is not a fixed fee unless expressly described as such. We will inform you if an estimate is likely to be materially exceeded and, where appropriate, provide a revised estimate.

7.5 We may review our hourly rates on 1 July in each year. We will notify you of any applicable change.

7.6 VAT will be charged at the prevailing rate where applicable.

8. Expenses and Third-Party Charges

- 8.1 You are responsible for expenses and third-party charges incurred on your behalf, commonly referred to as disbursements. These may include:
- (a) court and tribunal fees;
 - (b) barristers' and experts' fees;
 - (c) search and registration fees;
 - (d) Land Registry or Companies House fees;
 - (e) travel, accommodation and courier charges;
 - (f) translation and transcription costs; and
 - (g) charges for identity, sanctions, source-of-funds or electronic verification checks.
- 8.2 We may require payment in advance before incurring a material expense or instructing a third party.
- 8.3 We may charge a reasonable amount for internal services or bulk charges, such as electronic money transfers, substantial printing or secure data-room facilities, where disclosed in the engagement letter or separately agreed.

9. Payments on Account

- 9.1 We may ask you to make payments on account of anticipated fees, VAT and expenses.
- 9.2 A payment on account is not an estimate or cap unless expressly stated otherwise.
- 9.3 We may suspend work or decline to incur further costs if a requested payment is not made by the specified date.
- 9.4 We may apply money held for you towards an invoice or other amount properly due to us, subject to applicable law, professional rules and any specific purpose for which the money is held.
- 9.5 Any unused balance will be returned after completion of the matter, subject to required checks and any right to retain or apply funds.

10. Invoices and Payment

- 10.1 We may issue invoices:
- (a) monthly or at other intervals;
 - (b) when a stage of work is completed;
 - (c) when the matter concludes; or
 - (d) when our engagement ends.
- 10.2 Unless otherwise stated, invoices are payable on the invoice date.
- 10.3 If an invoice remains unpaid for more than 14 days, we may:
- (a) charge interest from the due date at 4% per year above the Bank of England base rate, or at another lawful rate stated in the engagement letter;
 - (b) suspend work after giving reasonable notice;
 - (c) retain documents or property where legally and professionally permitted; and
 - (d) take recovery action and seek the associated recoverable costs.
- 10.4 Statutory interest, compensation and recovery costs may apply to overdue business debts under the Late Payment of Commercial Debts (Interest) Act 1998 where applicable.
- 10.5 You may have a statutory right to challenge or seek assessment of a solicitor's invoice under the Solicitors Act 1974. Time limits apply to those rights.
- 10.6 If another person agrees to pay your legal costs, you remain responsible for payment unless we expressly agree otherwise in writing. We may disclose

relevant invoices and costs information to that payer with your authority or where otherwise lawful.

11. Costs Recoverable from or Payable to Another Party

- 11.1 In contentious matters, a court or tribunal may order another party to pay some of your costs. Such an order will not necessarily cover all amounts payable to us. You remain responsible for any shortfall.
- 11.2 If you are ordered to pay another party's costs, those costs are separate from and additional to our fees and expenses.
- 11.3 The outcome of litigation, arbitration or negotiation cannot be guaranteed. Costs orders are discretionary, and recovery may depend on the paying party's financial position.
- 11.4 If a settlement includes a contribution towards legal costs, we may receive and apply that contribution against amounts due to us, subject to the settlement terms and applicable professional obligations.

12. Legal Expenses Insurance and Funding

- 12.1 You should tell us promptly if you have, or may have, legal expenses insurance or another source of funding.
- 12.2 Unless expressly agreed, you are responsible for:
 - (a) notifying the insurer or funder;
 - (b) complying with the relevant policy or funding terms; and
 - (c) paying our invoices whether or not reimbursement is received.
- 12.3 If work is undertaken under a conditional fee agreement, damages-based agreement, litigation funding agreement or other special funding arrangement, separate terms will apply.

13. Client Money

- 13.1 Client money will be held in accordance with the SRA Accounts Rules in a designated client account with a bank or building society selected by us.
- 13.2 Client money is not held as an investment. Our policy on paying interest is set out in our Interest Policy available on request. We will account for a fair sum of interest where required by the SRA Accounts Rules, subject to any stated de minimis threshold.
- 13.3 We are not responsible for a bank's failure except to the extent that liability cannot lawfully be excluded. The Financial Services Compensation Scheme may apply to eligible deposits, subject to its rules and limits.
- 13.4 We may disclose relevant client and beneficial-owner information to a bank where reasonably required for processing a transaction, regulatory compliance or fraud prevention.
- 13.5 We will not accept cash payments exceeding £50. We may refuse cash or funds received from an unexpected source.
- 13.6 We do not provide a banking facility. Funds must relate to an underlying legal transaction or service we are providing.
- 13.7 We will return funds only after completing required identity, source-of-funds and security checks. Funds will ordinarily be returned to their original source.

14. Identity, Anti-Money Laundering and Source of Funds

- 14.1 We are required to comply with laws and professional obligations relating to money laundering, terrorist financing, sanctions, fraud, tax evasion and the proceeds of crime.

- 14.2 You must provide promptly any information and documents reasonably requested to establish:
- (a) your identity and address;
 - (b) the identity of beneficial owners, controllers or authorised representatives;
 - (c) the source of funds and source of wealth;
 - (d) the purpose and nature of the matter; and
 - (e) compliance with applicable sanctions.
- 14.3 We may use electronic verification providers and conduct checks using public, private and credit-reference databases. A verification check may leave a record but should not affect an individual's credit rating.
- 14.4 We may refuse to accept funds, delay a transaction, suspend work or terminate our engagement if required checks are not completed satisfactorily.
- 14.5 We may be legally required to make a confidential report to the National Crime Agency or another authority. The law may prohibit us from telling you that a report has been made or explaining the reason for a delay or refusal to act.
- 14.6 We are not liable for delay or loss resulting from compliance in good faith with legal or regulatory obligations, except to the extent that liability cannot lawfully be excluded.

15. Sanctions

- 15.1 We may carry out sanctions screening on you, connected parties and transactions.
- 15.2 You must notify us immediately if you or a connected person is or becomes subject to financial sanctions, asset-freezing measures or other relevant restrictions.
- 15.3 We may suspend or terminate work, retain funds pending lawful authority, or make disclosures to regulators or enforcement authorities where required.

16. Confidentiality and Legal Professional Privilege

- 16.1 We will keep your affairs confidential except where:
- (a) you authorise disclosure;
 - (b) disclosure is required or permitted by law, regulation, court order or professional obligation;
 - (c) disclosure is made to our insurers, auditors, bankers, professional advisers or service providers under appropriate confidentiality arrangements;
 - (d) disclosure is required to prevent or investigate crime or fraud; or
 - (e) the information is already lawfully in the public domain.
- 16.2 Communications between a lawyer and client may be protected by legal professional privilege. Privilege is subject to legal exceptions and may be lost if privileged material is disclosed to a third party.
- 16.3 Where we act jointly for more than one client, information provided by one joint client may ordinarily be shared with the others. We cannot generally accept information from one joint client on the basis that it will be withheld from another.
- 16.4 We may use external technology and service providers, including cloud-hosting, document-management, transcription and artificial intelligence tools, where permitted by our professional duties and subject to appropriate confidentiality, security and data-protection safeguards.

17. Data Protection

- 17.1 We process personal data in accordance with applicable data-protection law, including the UK General Data Protection Regulation and the Data Protection Act 2018.
- 17.2 Our privacy notice explains:
- (a) what personal data we collect;
 - (b) the purposes and lawful bases for processing;
 - (c) with whom information may be shared;
 - (d) how long information is retained;
 - (e) whether information may be transferred internationally; and
 - (f) the rights available to data subjects.
- 17.3 Our privacy notice is available at www.hylandfitzwater.co.uk or on request.
- 17.4 We may use personal data for legal services, conflict checks, identity verification, regulatory compliance, administration, billing, fraud prevention, security, quality assurance and other legitimate business purposes.
- 17.5 You must ensure that you are entitled to provide us with personal data relating to another person and, where appropriate, that the person has received our privacy notice.
- 17.6 Subject to applicable marketing laws, we may contact you about legal or business developments and our services. You may opt out at any time by contacting info@hylandfitzwater.co.uk.

18. Conflicts of Interest

- 18.1 Before accepting instructions, we may conduct searches against your name and the names of connected persons or entities.
- 18.2 We will not act where there is an actual or significant risk of a conflict of interest unless acting is permitted by law and professional rules and all required safeguards and consents are in place.
- 18.3 A conflict may arise after work begins. In that event, we may be required to stop acting for one or more clients. You will remain responsible for fees and expenses properly incurred up to the date our engagement ends.
- 18.4 Subject to our duties of confidentiality, you agree that we may act for another client whose interests are different from yours in an unrelated matter.

19. Other Professional Advisers

- 19.1 We may recommend or introduce another professional adviser but do not guarantee that adviser's work, conduct or solvency.
- 19.2 Unless expressly agreed, the adviser will be engaged by you directly, and you will be responsible for their fees.
- 19.3 Where we instruct an adviser as your agent, you authorise us to accept that adviser's reasonable terms, including any lawful limitation of liability.
- 19.4 We will disclose any financial or other interest we have in a referral arrangement where required.

20. Financial Services and Insurance Distribution

- 20.1 We are not authorised by the Financial Conduct Authority ("FCA") unless otherwise stated in the engagement letter.
- 20.2 Where relevant, we may undertake certain regulated financial services activities that are incidental to legal services and permitted under an applicable exemption. The SRA regulates those activities.

20.3 We are not financial advisers. Any decision involving investments, pensions, securities or financial products should be made on the basis of advice from an appropriately authorised person.

20.4 If we carry on insurance distribution activity, details of our regulatory status and complaints arrangements will be provided as required.

21. Stamp Duty Land Tax (SDLT) and Tax Advice

21.1 In conveyancing matters, Stamp Duty Land Tax will be calculated and submitted to HMRC on your behalf based on transaction information you provide.

21.2 If we consider that Stamp Duty Land Tax liability is likely to be complex we will advise you to seek written specialist tax advice.

21.3 We will not provide tax advice unless this is expressly included in the agreed scope of work.

21.4 Even where tax issues are considered, tax treatment may depend on your circumstances and may change. We may recommend that you obtain advice from a tax specialist or accountant.

21.5 You are responsible for tax returns, filings, elections and payments unless we expressly agree otherwise.

22. Publicity and Use of Our Name

22.1 You must not use our name, logo or advice in advertising, promotional material, offering documents or communications with third parties without our prior written consent.

22.2 We will not publicise our work for you without consent unless the information is already public and its use is lawful and professionally appropriate.

23. Intellectual Property

23.1 We retain copyright and other intellectual property rights in documents, templates, systems, methodologies and materials created by us.

23.2 Once our invoices relating to the relevant work have been paid, you may use documents prepared specifically for you for the purpose for which they were produced.

23.3 You may not reproduce, sell, publish or adapt our materials for another purpose or permit a third party to rely on them without our written consent.

24. File Ownership, Retention and Destruction

24.1 Original documents belonging to you will be returned on request, subject to any lawful right to retain them.

24.2 Our file may include documents belonging to us, including internal notes, administrative records, research materials, drafts and documents prepared for our own benefit.

24.3 After the matter ends, we may retain the file in electronic or paper form for at least six years, or longer where reasonably required by law, regulation, insurance requirements or the nature of the matter.

24.4 After the applicable retention period, we may securely destroy the file without further notice unless you have agreed alternative arrangements with us in writing.

24.5 We may charge a reasonable fee for retrieving archived material, carrying out substantial copying or transferring a file, where lawful and notified in advance.

24.6 We may retain copies of documents where required for regulatory, insurance, evidential or risk-management purposes.

25. Ending Our Engagement

- 25.1 You may end our engagement at any time by giving us written notice.
- 25.2 We may stop acting where there is good reason and on reasonable notice where practicable. Good reason may include:
- (a) non-payment of an invoice or requested payment on account;
 - (b) failure to provide adequate, accurate or timely instructions;
 - (c) a breakdown in trust and confidence;
 - (d) a conflict of interest;
 - (e) abusive, discriminatory, threatening or improper conduct;
 - (f) a request to act unlawfully or in breach of professional obligations;
 - (g) an unacceptable money-laundering, sanctions or fraud risk; or
 - (h) an inability to continue acting effectively.
- 25.3 In litigation or tribunal proceedings, we may require the permission of the court or tribunal to cease acting.
- 25.4 When our engagement ends:
- (a) you must pay fees, VAT and expenses incurred up to the termination date;
 - (b) we may issue a final invoice;
 - (c) we will take reasonable steps to protect your immediate interests, subject to payment and professional obligations; and
 - (d) we may exercise any lawful lien or right to retain papers or property.
- 25.5 Unless otherwise agreed, our engagement ends when the agreed work is completed and the final invoice is issued. We do not have a continuing duty to advise you after that date.

26. Cancellation Rights for Consumers

- 26.1 This section applies where you are an individual acting wholly or mainly outside your trade, business, craft or profession and the contract is made at a distance or away from our business premises.
- 26.2 You may have a statutory right to cancel the contract within 14 days after the contract is made without giving a reason.
- 26.3 To cancel, you must send a clear statement to this firm.
- 26.4 If you ask us to start work during the cancellation period and then cancel, you must pay a proportionate amount for services supplied before cancellation.
- 26.5 If the service has been fully performed during the cancellation period at your express request and with your acknowledgement that the cancellation right will be lost on full performance, the right to cancel may cease.

27. Limitation of Liability

- 27.1 Nothing in these Terms excludes or limits liability for:
- (a) death or personal injury caused by negligence;
 - (b) fraud or fraudulent misrepresentation;
 - (c) any liability that cannot lawfully be excluded or limited; or
 - (d) any liability that professional rules prohibit us from excluding or limiting.
- 27.2 Subject to clause 27.1, our total aggregate liability arising from or connected with a matter, whether in contract, tort (including negligence), breach of statutory duty or otherwise, will not exceed **£3,000.000**
- 27.3 Any liability cap will apply only to the extent that it is fair and reasonable under applicable law. It will not apply below any minimum level of cover required by the SRA where such a restriction would be prohibited.
- 27.4 Subject to clause 27.1 and to the extent permitted by law, we are not liable for:
- (a) indirect or consequential loss;

- (b) loss of profit, revenue, business, contracts, opportunity, anticipated savings or goodwill;
 - (c) losses caused by inaccurate, incomplete or late information supplied by you or another person;
 - (d) losses caused by a failure to follow our advice;
 - (e) the acts or omissions of independently retained third-party advisers; or
 - (f) delay or failure caused by events beyond our reasonable control.
- 27.5 Where loss is caused by both our act or omission and that of another person, our liability will be limited to the proportion that is fair and reasonable having regard to our responsibility. This clause will not apply where prohibited by law.
- 27.6 Our services are provided by the Firm. No partner, member, director, employee, consultant or agent assumes personal responsibility to you. Any claim must be made against the Firm, except where personal liability cannot lawfully be excluded.
- 27.7 These limitations apply to the extent permitted by the Unfair Contract Terms Act 1977, the Consumer Rights Act 2015 and other applicable law. If you are a consumer, nothing in these Terms affects your statutory rights.

28. Cybersecurity and Fraud

- 28.1 Each party must take reasonable precautions to protect systems, accounts and communications against cybercrime and fraud.
- 28.2 You must notify us immediately if:
- (a) an email or payment request appears suspicious;
 - (b) your email account or device may have been compromised;
 - (c) funds may have been sent to an incorrect or fraudulent account; or
 - (d) confidential information may have been disclosed improperly.
- 28.3 We may pause a transaction while carrying out security checks. We are not liable for reasonable delay caused by those checks.

29. Equality, Diversity and Accessibility

- 29.1 We are committed to treating clients fairly and without unlawful discrimination.
- 29.2 Please tell us if you require reasonable adjustments, accessible documents, interpreting support or another communication arrangement.
- 29.3 We may collect equality and diversity information where required or permitted by the SRA. Providing such information is ordinarily voluntary, and it will be handled in accordance with data-protection law.

30. Service Standards and Complaints

- 30.1 We aim to provide a professional and effective service. If you have concerns, please first contact the person handling your matter.
- 30.2 If the issue is not resolved, a formal complaint may be sent to:

Mrs C.A. Gregorious
Hyland Fitzwater Solicitors
cag@hylandfitzwater.co.uk; or
44 Chertsey Road, Chobham. Surrey GU24 8PJ

- 30.3 Our complaints procedure is available at www.hylandfitzwater.co.uk or on request. We will acknowledge, investigate and respond to a complaint in accordance with that procedure.

- 30.4 If we have not resolved a complaint within eight weeks, or you remain dissatisfied with our final response, you may be eligible to complain to the Legal Ombudsman:

Legal Ombudsman
PO Box 6167
Slough
SL1 0EH
Telephone: 0300 555 0333
Email: enquiries@legalombudsman.org.uk
Website: www.legalombudsman.org.uk

- 30.5 A complaint to the Legal Ombudsman must ordinarily be made:
- (a) within six months of our final written response; and
 - (b) no more than one year from the date of the act or omission complained of, or no more than one year from when you should reasonably have known there was cause for complaint.
- 30.6 The Legal Ombudsman may apply discretion to extend these limits. Eligibility to use the service is governed by the Legal Ombudsman's rules.
- 30.7 The SRA may consider concerns about professional misconduct, including dishonesty, misuse of client money, discrimination or breaches of regulatory obligations. Information is available at:
www.sra.org.uk/consumers/problems/report-solicitor.
- 30.8 Raising a complaint will not affect your right to challenge an invoice or pursue another remedy, subject to applicable time limits.

31. **Notices**

- 31.1 A notice under these Terms must be sent by hand, pre-paid first-class post, email or another method agreed in writing.
- 31.2 A notice will be treated as received:
- (a) if delivered by hand, when delivered;
 - (b) if posted within the United Kingdom, two business days after posting; and
 - (c) if emailed, when transmitted, provided no delivery-failure message is received.
- 31.3 This clause does not govern service of court proceedings or documents where formal service rules apply.

32. **Force Majeure**

- 32.1 Neither party will be liable for delay or failure caused by circumstances beyond reasonable control, including disruption to utilities, transport, communications or technology; cyber incidents; industrial action; natural disasters; public-health emergencies; civil disorder; war; or government action.
- 32.2 The affected party must take reasonable steps to reduce the effect of the disruption.
- 32.3 This clause does not excuse your obligation to pay for services already provided.

33. **Third-Party Rights**

- 33.1 Unless expressly stated otherwise, no person other than you and the Firm may enforce these Terms under the Contracts (Rights of Third Parties) Act 1999.
- 33.2 The Firm's partners, members, directors, employees, consultants and agents may rely on clauses intended to protect them, including the limitation-of-liability provisions.

34. Assignment

- 34.1 You may not transfer or assign your rights or obligations under our engagement without our written consent.
- 34.2 We may transfer our engagement to a successor practice or as part of a merger, restructuring or transfer of business, subject to applicable law, confidentiality and professional obligations. Where required, we will notify you or obtain consent.

35. Changes to These Terms

- 35.1 We may update these Terms to reflect changes in law, regulation, professional requirements or working practices.
- 35.2 We will notify you of any material change affecting an ongoing matter. A change will not retrospectively reduce your substantive rights without your agreement.

36. General Provisions

- 36.1 These Terms, together with the engagement letter and incorporated documents, form the agreement between you and the Firm concerning the relevant matter.
- 36.2 Any variation must be agreed in writing, except for an update made under clause 35.
- 36.3 If any provision is found to be invalid or unenforceable, it will be modified to the minimum extent necessary or, if modification is not possible, deleted. The remaining provisions will continue in effect.
- 36.4 A failure or delay in exercising a right does not waive that right.
- 36.5 Headings are for convenience and do not affect interpretation.
- 36.6 References to legislation include amendments, replacements and subordinate legislation in force from time to time.

37. Governing Law and Jurisdiction

- 37.1 Our engagement and any non-contractual obligations arising from it are governed by the law of England and Wales.
- 37.2 Subject to any mandatory consumer rights, the courts of England and Wales will have exclusive jurisdiction over any dispute arising from or connected with our engagement.
- 37.3 If you are a consumer resident elsewhere in the United Kingdom, you may also have rights to bring proceedings in the courts of the jurisdiction in which you reside.

Hyland Fitzwater Limited