

WADDINGTON BROWN BUSINESS TERMS AND SOME EXPLANATORY NOTES

This document is important. It should be read in conjunction with its covering letter. It sets out the terms of business under which Waddington Brown Ltd will accept instructions from you. In the event of inconsistency or conflict between these terms and its covering letter, the covering letter shall prevail. This document also includes other information. Unless you write to us indicating otherwise, your continuing instructions will amount to an acceptance of these terms.

January 2022

1. WADDINGTON BROWN LTD' COSTS AND OTHER EXPENSES

Our aim is to provide as much budgetary certainty as we reasonably can.

We will provide you as quickly as we can with budget information. This will be one of our first tasks for each instruction, coupled with identifying and agreeing the scope of the work we will be undertaking.

We would not charge above a budgeted or fixed price without warning you in advance and discussing the position with you. We will advise you of the costs and expenses position regularly.

Training costs are quoted up to a specified number of delegates. If more delegates attend than agreed, then an additional invoice will be raised to cover their attendance. Should there be a reduction in agreed delegate numbers for any reason, and you have no replacement delegates, the original quoted fee remains.

2. PAYMENT OF INVOICES

Unless otherwise agreed our invoices are payable within 14 days or 7 days before commencement of training, whichever is sooner.

If any invoice becomes overdue we reserve the right to:

- charge interest from the date upon which payment fell due on the total amount outstanding at (in the case of businesses) the rate specified by the Late Payment of Commercial Debts (Interest) Act 1998 (currently 8% above the Bank of England's official dealing rate) or (in all other cases) the judgment debt rate (currently 8%) prevailing when payment fell due;
- in the case of businesses, charge fixed sums under the Late Payment of Commercial Debts (Interest) Act 1998;
- require immediate payment of any other outstanding invoices;
- cease working immediately on your behalf;

Our invoices do not normally contain narratives, detailing the work carried out. If you should require such details, you should let us know.

3. CANCELLATION OF TRAINING

We understand that sometimes cancellation of booked training is unavoidable. Where possible, we will always try to accommodate rescheduling, however where it is impossible, the following refunds will apply:

Cancellation up to 2 months before the first training date – 100% of invoiced costs

Cancellation up to 1 month before the first training date – 50% of invoiced costs

Cancellation up to 2 weeks before first training date – 25% of invoiced costs

Cancellation less than 2 weeks before first training date – no refund

4. STANDARDS OF SERVICE AND COMPLAINTS PROCEDURES

We welcome comments about the service we provide. If a client is pleased with a job well done, we like to ensure that that is recorded, and those responsible are informed and congratulated.

We aim to provide a very high standard of service to our clients. If you have any comments or queries about the service that you receive from the firm or the work we are doing, we will be happy to discuss them with you. If you wish to take any matter (including any concern about our fees) further or feel that those involved in your matter have been unable to help you, then you should make a complaint. In the first instance you should

contact by telephone your main contact or alternatively Nina Metson, who is our Managing Director. Our complaints procedure is available on request. You can expect an initial response within three days of your complaint.

5. YOUR INSTRUCTIONS

It is preferable that your instructions to us are confirmed in writing. We shall be entitled to assume that whomever gives us instructions has actual authority to do so, and we shall be entitled to rely on any information provided to us by that person. Where instructions are given on behalf of a company, LLP or other organisation we shall be entitled to assume that these terms have been brought to the attention of and approved by the directors of the company, members of the LLP or, in the case of any other organisation, the appropriate officers of that organisation.

Where our client consists of more than one person or entity, the costs and other expenses liability of those persons or entities is joint and several. Each joint client irrevocably permits us to disclose to any other of the joint clients at any time any information which we would otherwise be prohibited from disclosing by virtue of our duty of confidentiality.

6. PRIVILEGE AND CONFIDENTIALITY

Information about your instructions will be kept confidential and not disclosed without your permission in almost all cases. We will sometimes engage the services of associates and in such circumstances, unless you notify us otherwise, we shall disclose confidential information to those.

7. SECURITY OF COMMUNICATIONS

Email can be insecure, and carry viruses. It can be intercepted and otherwise adversely affected or made unsafe. Unless you ask us, we shall not be required to encrypt or password protect any email or attachment sent by us. We shall not be responsible for any loss or damage arising from the unauthorised interception, redirection, copying or reading of emails including any attachments. You should let us know if you object to email communications being employed in relation to any of your instructions. We also remind you that text and telephone messages can have similar security concerns.

8. PRESERVATION OF 'e' AND OTHER DOCUMENTS

In relation to any potential or actual dispute it is vital that you retain all documentation – whether in hard copy, electronic or other form – which may touch upon that dispute.

9. CONFLICT CHECKS

Whenever we accept new instructions we check that there is no conflict of interest between you and any other client. Occasionally conflicts, actual or apparent, can subsequently arise between one client's interests and those of another client. In this event we would discuss the position with you, but it may be that your best interests will require that we cease acting for you.

10. DATA PROTECTION

We hold data on all clients, whether they are private, commercial, institutional or individuals within commercial or institutional clients. The purposes of doing so relate to our fulfilling your instructions. They also relate to our management, accounting, credit control and quality control systems, regulatory requirements and marketing. Further information about how we process your personal information can be found in our client Privacy Notice on our website www.waddingtonbrown.co.uk/privacy-policy

11. INTELLECTUAL PROPERTY RIGHTS AND TRADE SECRETS

We will own all copyright in any document prepared by us during the course of your instructions to us.

In the course of fulfilling your instructions we will provide services which are confidential, both during and after our retainer. The product of such services constitutes our trade secrets and any disclosure of it to third parties would likely be a breach of confidence and / or prejudice your or our commercial interests.

You agree not to disclose any such confidential information or trade secrets to any person whether in response to any requests for information made under the Freedom of Information Act 2000 or otherwise, except as required by law or previously agreed by us in writing. If you are a public authority which receives a disclosure request under the Freedom of Information Act 2000, you agree before making any disclosure of any confidential information or trade secrets to notify us in writing promptly.

12. EXCLUSIONS AND LIMITS OF LIABILITY

We have professional indemnity cover of £1million on each and every claim. Subject to additional limitation or exclusion of liability terms being agreed in writing between us, this is the limit of our liability in respect of any claim of whatsoever description or nature which you may bring against us.

We will not be liable for any consequential, special, indirect or exemplary damages, costs or losses or any damages, costs or losses attributable to lost profits or opportunities. We will not be liable to you for any claims, expenses, losses or damages as a result of your supplying us with incorrect information or your failing to supply us with all material information. We only seek to limit our liability to the extent the law allows and in particular we cannot limit our liability for death or personal injury caused by our negligence.

13. CONTRACT (RIGHTS OF THIRD PARTIES) ACT 1999

The relationship between us and you is personal. Except for the purposes of the limit of our liability to you, no other party shall have any rights under the Contract (Rights of Third Parties) Act 1999 to enforce any term. You must not pass on any advice we give you to others without first obtaining our written agreement to your doing so. Our advice is confidential and for your exclusive use and no third party rights are hereby created.

14. BRINGING OUR RELATIONSHIP TO AN END

You may terminate your instructions to us at any time.

We have the right to stop acting for you if we have good reason to do so, for example because you fail to pay monies that we request on account of costs and expenses, or you fail to pay us invoiced sums, or a conflict of interest arises.

If either of us decide to bring the relationship to an end, you will be liable for all our expenses incurred, plus costs as set out in Section 3.

15. GOVERNING LAW AND JURISDICTION

The terms and manner under which we undertake instructions from you will be governed by and construed in accordance with English law. The English courts shall have exclusive jurisdiction to resolve any dispute which may arise out of or in connection with your instructions and how we have performed them.

16. CORPORATE SOCIAL RESPONSIBILITY

Waddington Brown Ltd is committed to taking into account the economic, social and environmental impact that we have. We are therefore committed to:

providing a workplace which people enjoy and where they are fulfilled within a business environment designed to achieve collective goals in a mutually supportive fashion;
re-affirming and developing shared values which are responsible in the context of a local, regional, national and global culture;
responding to and leading the development of social values.

Our CSR and associated policies are available on request.

17. EQUALITY AND DIVERSITY

We are committed to promoting equality and diversity in all our dealings with clients, third parties and employees. We are also committed to ensuring that our clients and employees are not victim to any form of discrimination.

Waddington Brown Ltd

February 2023