



GENERAL TERMS OF BUSINESS

1 INTRODUCTION

- 1.1 These General Terms of Business contain important provisions that limit our liability to £4 million. They may not be varied unless agreed in writing and signed by a principal in SW Legal Limited.
- 1.2 The purpose of these General Terms of Business is to set out the basis on which SW Legal Limited will act for you.
- 1.3 Our agreement with you to provide services is set out in the (1) Engagement Letter and (2) the Client Scope of Work and Fee Schedule (both of which accompany these General Terms of Business), and (3) these General Terms of Business.
- 1.4 We aim to provide you with a professional service in a cost effective manner. All of the work we do for you is carried out under these terms unless variations are agreed with you in writing. We are also subject to the Isle of Man Law Society's professional rules of conduct. Please note that your agreement is solely with SW Legal Limited. For the avoidance of doubt where there is any conflict between these General Terms of Business and any engagement letter we send to you the engagement letter will prevail over these General Terms of Business.
- 1.5 The agreement under which our services are provided to you is with SW Legal Limited and not with any individual principal, employee or agent of SW Legal Limited.
- 1.6 Your acceptance of the provision of services to you after the date of first sending these General Terms of Business terms to you shall be deemed to be acceptance of these terms.
- 1.7 Please check these General Terms of Business carefully.

2 THE SCOPE OF THE WORK WITH YOU

- 2.1 We will seek to achieve your objectives in a timely, efficient and courteous manner. Work carried out by other professionals or third parties to assist you in achieving your objectives and objectives in respect of which we have not been specifically instructed to act will not be our responsibility. We shall be entitled to act on the instructions of any of your apparently authorised employees or agents and to rely upon any information supplied to us by such employees and agents.
- 2.2 We shall assume no responsibility for any failure to advise or comment on any matter which falls outside the scope and limitation of our instructions (defined as the "Remit" in the Client Scope of Work and Fee Schedule). We will have no responsibility to you for draft advice or to update any advice or to clarify or amplify changes in the law which take place after our advice is issued.
- 2.3 Advice which we give is restricted to the matter upon which we are specifically instructed and may not be relied upon by you for other matters with which you are concerned. We assume no responsibility for your use of our advice outside the specific matter upon which we are instructed.

- 2.4 For the avoidance of doubt we are instructed only in relation to legal matters and we are not advising on the commercial, tax, financial or accounting aspects of the matter.

3 INFORMATION

- 3.1 To enable us to perform our services, you shall use your best endeavours to supply promptly all information and assistance and all access to documentation in your possession, custody or under your control and to personnel under your control (where relevant) where required by us. You shall inform us of any information or developments which may come to your notice and which may have a bearing on our services. You shall supply information in response to our enquiries (if any) to enable us to comply with our statutory responsibilities and where such disclosures include confidential information the Confidentiality and Data Protection provisions in these General Terms of Business shall be treated as having been varied accordingly.
- 3.2 We may rely on any instructions or requests made or notices given or information supplied, whether orally or in writing, by any person whom we know to be or reasonably believe to be authorised by you to communicate with us for such purposes.
- 3.3 We may receive information from you or from other sources in the course of delivering our services. To the fullest extent permitted by law, we shall not be liable to you for any loss or damage suffered by you arising from fraud, misrepresentation, withholding of information material or relevant to our services, or other default relating to such information, whether on your part or that of the other information sources, unless such fraud, misrepresentation, withholding or such other default is evident to us without further enquiry.

4 OUR FEES

Fees estimate and quotations

- 4.1 If we provide a fee estimate for a piece of work its effect is as follows:-
- 4.1.1 An estimate is our indication, made in good faith, of our likely fee for carrying out the work concerned, based on our information at the time the estimate is given. An estimate is subject to revision and does not amount to a contractual commitment on our part to carry out the work for that fee. We will tell you promptly if it becomes apparent that our fees are likely to exceed an estimate that we have given and we will discuss and agree with you the best way forward.
- 4.1.2 A fixed fee or capped fee quotation is a proposal by us to carry out specified work for a stated fee. Any such quotation will be in writing, setting out the work included and excluded, and is given on the basis of the information available, and the circumstances known to us being and remaining materially correct and not changing. If you accept that proposal, it then becomes a contractual commitment on both our parts. If we carry out work in excess of that specified, our fees for that additional work will be charged at our then applicable standard hourly rates. We also reserve the right to charge additional fees on the same basis for material additional work arising from circumstances known to you when you accepted our quotation, but did not disclose to us, or which are materially different from those envisaged when we gave our quotation.
- 4.1.3 Funds may be required in advance for expenses as well as in general circumstances. VAT (if any) is payable on fees and on most disbursements. Disbursements charged include (but not necessarily be

limited to) search fees, official fees, translators, overseas agents, international phone calls, telegraphic transfers, photocopying, printing, facsimiles and courier charges.

- 4.1.4 If we request the payment of a retainer on account of fees and expenses, we reserve the right to apply such retainer in whole or in part payment of any fee note that may be raised and we shall provide you with a receipted fee note.

Monthly Minimum Fee

- 4.2 We may charge a non-refundable monthly minimum fee (the Monthly Minimum Fee) at the start of each month during our engagement. The Monthly Minimum Fee is charged to cover a proportion of the anticipated monthly costs we expect to incur each month and will be charged irrespective of the time actually spent on your matter each month. The Monthly Minimum Fee is non-refundable however it shall be offset against the invoice we raise (if any) at the end of the month in which the Monthly Minimum Fee was raised.

Client Club Fee

- 4.3 You may take up one of the fee arrangements offered as part of the “SW LEGAL Client Club” Fee Packages. In such circumstances the fee we charge for the work we do for you will be charged in accordance with the fee package which will be agreed with you. The detail of the fee we charge and/or the method of charging will be set out in the Engagement Letter and/or the Client Scope of Work and Fee Schedule. Where specific details are not contained in those documents then the terms set out in these General Terms of Business will apply.

Charging Rates

- 4.4 Unless we have agreed a fixed fee or capped fee quotation or made another specific agreement with you we invoice on the basis of the time our professional staff have been engaged on your matter, subject to any provisions which are applicable for Monthly Minimum Fees or Client Club Fees.
- 4.5 These rates do not include any enhanced rate or value element for work that is particularly complicated, has to be carried out very quickly, or in an inconvenient location, but such an increase will only be added with your prior agreement or where we have stipulated an increase for such factors before embarking on the work.

Detailed Information

- 4.6 At any time at your request we will provide you with a full breakdown of the fees and expenses incurred to date.

Litigation Fees

- 4.7 There are special rules about litigation costs and fees and these will be sent to you separately where you are involved or could become involved in litigation.

Photocopying, Printing and Telephone charges

- 4.8 We reserve the right to charge for photocopying, printing and telephone costs or expenses. Such charges will be charged to you at the “cost” charge which we incur.

Payments on your Behalf

- 4.9 We may make specific payments on your behalf. These will be charged separately and may be payable in advance. Unless you instruct us to the contrary, you authorise us to incur as your agent

such expenses and disbursements. These might include items such as:

- 4.9.1 Search fees and Land Registry fees
- 4.9.2 Investigation fees
- 4.9.3 Barristers' fees
- 4.9.4 Court fees
- 4.9.5 Fees of other professional consultants
- 4.9.6 Travel and accommodation while working away from the office
- 4.9.7 Fax charges, photocopying or printing charges and courier fees where appropriate
- 4.9.8 Electronic identification

- 4.10 We will not instruct other professionals or experts on your behalf without informing you first and wherever possible we will attempt to agree their fees on your behalf in advance.

Lien for unpaid fees

- 4.11 We reserve the right to exercise a lien over all of your papers and documents pending payment to us of any outstanding fees or other costs or disbursements properly payable by you.

5 BILLING

Timing of invoices

- 5.1 The timing of invoices will depend on the nature of the work but our general rule is that clients will be invoiced on an interim (e.g. monthly or quarterly) basis.

Invoices on transaction

- 5.2 If the work we do is "transactional" we will normally invoice on or before completion on the strict understanding that our fees will be paid on completion. In the case of sales this will be done by deduction from the proceeds of sale. If the matter is protracted or substantial we will render interim invoices. We may also render an interim invoice after a substantial amount of work has been carried out over a short period of time. If this matter does not proceed to completion we reserve the right to charge an abortive fee for work done to date.

Responding to your queries

- 5.3 We will always be happy to discuss and explain fully any fees or item of expenditure on an invoice.

6 PAYMENT TERMS

- 6.1 We are committed to providing a timely service and in turn we expect all invoices to be paid within 7 days after the invoice date. If you wish to dispute any invoice you should speak to the person responsible for the relevant work within 3 working days after the invoice date, so that any necessary action can be taken before the end of the credit period. We reserve the right to charge interest at a daily rate on any unpaid invoice, from the end of our credit period, at the rate for the time being payable in accordance with the Advocates Fees (Prescribed Rate of Interest) Regulations 2000.
- 6.2 Where we have raised an Initial Invoice at the outset of our engagement, no work on your matter will commence until that Initial Invoice has been paid.

- 6.3 Where any invoice is not paid within 7 days after the invoice date we reserve the right to stop working on your matter until it is paid and all outstanding fees are brought current.
- 6.4 This constitutes notice of your right under the Advocates (Law Society Assessment of Fees) Regulations 2000 to seek an assessment of our costs from the Isle of Man Law Society who will appoint an Assessor to carry out an assessment in accordance with any applicable Rules of Court or in accordance with what is fair and reasonable in all the circumstances of the case taking into account a number of factors including these terms of business. Also there are provisions in the Advocates Act 1995 relating to taxation of costs (now called “assessment”) which give you the right to have the bill checked by the Court.
- 6.5 If you seek an assessment of our fees then unless we already hold the money to cover our fees, you must pay half our fees shown in the invoice, all the VAT shown in the invoice and all the expenses we have incurred shown in the invoice – sometimes called “disbursements”. However, you may ask the Law Society to waive this requirement so you do not have to pay anything for the time being although you would have to show that exceptional circumstances apply in your case.
- 6.6 We may apply amounts credited to your client account towards any outstanding fees or disbursements.
- 6.7 Where you are more than one person, unless provision is made with SW Legal Limited for payment of our invoices by one of you or by a third party, all of you shall each be fully liable and we shall be entitled to call upon any of you and all of you for payment in full.

7 CONFIDENTIALITY AND DATA PROTECTION

- 7.1 We are committed to being fully compliant with all applicable Isle of Man data protection legislation and the General Data Protection Regulation as applied to the Isle of Man in accordance with the Data Protection Act 2018 (**GDPR**). We are the Controller of all Personal Data which we process and the personal information we hold about you will be:
 - 7.1.1 Processed lawfully, fairly and in a transparent manner (**Lawfulness, Fairness and Transparency**).
 - 7.1.2 Collected only for specified, explicit and legitimate purposes (**Purpose Limitation**).
 - 7.1.3 Adequate, relevant and limited to what is necessary in relation to the purposes for which it is Processed (**Data Minimisation**).
 - 7.1.4 Accurate and where necessary kept up to date (**Accuracy**).
 - 7.1.5 Not kept in a form which permits identification of data subjects for longer than is necessary for the purposes for which the data is processed (**Storage Limitation**).
 - 7.1.6 Processed in a manner that ensures its security using appropriate technical and organisational measures to protect against unauthorised or unlawful processing and against accidental loss, destruction or damage (**Integrity and Confidentiality**).
- 7.2 We place great emphasis on maintaining the highest standards of confidentiality. Our principals and staff are under an obligation not to disclose any confidential information to third parties without your authority. This applies to most client information, as well as the reports, letters, documents, information and advice we provide to you. In addition our agreements as to fees are given in confidence and are provided on the condition that you undertake not to disclose these or any other

confidential information made available to you by us during the course of our work (other than within your own organisation, if applicable) without our prior knowledge. This said, we are required to comply with Law Society rules and the firm may be required to make disclosure of certain information to comply with professional rules or the general law.

- 7.3 In some cases where reports, letters, documents, information or advice given by us to you will be used by a third party, we reserve the right to stipulate terms regarding such use or we may require the third party to enter into a direct relationship with us. Where reports, letters, documents, information or advice given by us is disclosed to a third party we recognise no obligation to that third party.
- 7.4 Before we undertake any work on your behalf we will ask for information about you, including your name, address and date of birth together with some identification, for example, your passport and proof of residence and we will keep a copy of this ("your Data"). We may use your Data to undertake a search with a credit reference agency, for the purposes of background checks and identity verification. We will keep a copy of any searches made and the results which will be used for internal decision making purposes. The credit reference agency may also keep a copy of the search and they may share that information with other businesses who undertake similar searches in respect of you.
- 7.5 We engage with certain third parties to provide compliance services. This includes screening and sanctions checking for anti-money laundering and counter-financing of terrorism purposes. In order to perform our required regulatory checks we require to share your Data (some of which will be Special Category Data – see para 7.7 below) with the compliance consultancy. The compliance consultancy may also keep a copy of the search and they may share that information with other businesses who undertake similar searches in respect of you. Our terms of engagement with such compliance consultancies provide for the safeguarding of your Data and Special Category Data.
- 7.6 If you fail to provide certain information when requested, we may not be able to undertake and work on your behalf or we may be prevented from complying with our legal obligations (such as our Anti-money laundering and countering the financing of terrorism obligations). This may result in the termination of our instructions
- 7.7 Any photographic identification received from you or about you is considered "Special Category Data" and requires higher levels of protection. We are required to have further justification for collecting, storing and using this type of personal information. We have in place appropriate safeguards which we are required by law to maintain when processing such data. We process this special category of personal information to carry out our legal obligations, for us and for you to exercise rights in connection with your contract with us and to mitigate the risks to you of identity theft.
- 7.8 **By providing us with your photographic identification, you consent to us using it for the purposes set out in our privacy policy.**
- 7.9 Less commonly, we may process this type of information where it is needed in relation to legal claims or where it is needed to protect your interests (or someone else's interests), where you are not capable of giving your consent, or where you have already made the information public.
- 7.10 We may use your Data and other information we obtain as a result of the work we do for you to provide

you with legal services and to administer your account with us including tracing and collecting any debts. We may also use it for fraud prevention (for example by verifying your identity to comply with our money laundering obligations), to ensure client satisfaction and to improve services and for the safety and security of our offices and staff.

- 7.11 We may, from time to time, contact you by letter, phone, email or otherwise about our services and events (such as newsletters, seminars and hospitality) which we believe will be of interest to you. If you do not want us to send you details of these, please tick the box at the end of the Engagement Letter and return a copy to us. You can change your mind at any time.
- 7.12 Under the Data Protection Act an individual has the right to obtain copies of personal data about them held by us. If you have any queries in relation to the above please do not hesitate to contact us at dpo@swlegal.im.
- 7.13 Advocates are under a professional and legal obligation to keep the affairs of clients confidential. This obligation, however, is subject to a statutory exception: recent legislation on money laundering and terrorist financing has placed advocates under a legal duty in certain circumstances to disclose information to the Financial Intelligence Unit. Where an advocate knows or suspects that a transaction on behalf of a client involves money laundering, the advocate may be required to make a money laundering disclosure. If this happens, we may not be able to inform you that a disclosure has been made or of the reasons of it.

8 DOCUMENTS

- 8.1 If we are given or asked to take custody of any documents or deeds belonging to you, those documents or deeds will be retained in our storage system to your order until their return is requested by you or separate arrangements have been made with your consent. We reserve the right to withhold release of any documents or deeds until payment of any outstanding charges is made by you. We will make every reasonable effort to keep documents left with us safe and undamaged and in the event of loss or damage will help to restore or replicate any document, but we do not guarantee absolute safe custody and if this is required any deeds or documents should be deposited with a bank.

9 FILE RETENTION

- 9.1 Our policy is to archive files and documents for a period of at least 6 years after they are regarded as closed by us. We accept no responsibility or liability for any loss or damage caused by our failure to retain such files and documents for any period after such closure and are authorised by you to destroy the files and documents after such a time. If you wish to retain your papers then please ask for them. Many papers on our files constitute our working papers or emanate from yourself or record what has already been sent to you and as such belong to us and are not papers to which you are entitled.
- 9.2 A copy of our retention policy may be obtained upon request from our Data Protection Officer (dpo@swlegal.im).

10 INTELLECTUAL PROPERTY

- 10.1 We retain all copyright and other intellectual property rights in everything developed or prepared by us either before or during the course of a matter relating to you including all reports, letters, documents, precedents, written advice or other materials we provide to you.

11 PUBLICITY

- 11.1 Subject to clause 7 above, we may wish, with your consent, to seek publicity concerning our involvement in any transaction or case. You will have the opportunity to review any proposed publicity material prior to its release.

12 OUTSOURCING

- 12.1 Where you require us or the nature of our services is such that it is likely to be more efficient for us to perform our services at your premises or use your computer systems or telephone networks, you shall ensure that all arrangements are made for access, security procedures, virus checks, facilities, licenses or consents as may be required by us are made available without cost to us.
- 12.2 You shall not, directly or indirectly, solicit the employment of any member of our staff while our services are being performed or for a period of six months following their completion or following termination under clause 13 below, without our prior written consent. This prohibition shall not prevent you at any time from running recruitment advertising campaigns or from offering employment to any member of our staff who may respond to any such campaign.

13 TERMINATION OF OUR INSTRUCTIONS

- 13.1 We expect to continue to act for you until we finish the work concerned. Either you or we may bring instructions to an end at any time by telling the other. We will not do this without good reason. Examples include the creation of a conflict of interest, your request to us to break the law or rules of professional conduct, our determining that the relationship of trust and confidence necessary between advocate and client does not exist between us, your failure to give us adequate instructions and your failure to pay any amount due to us in accordance with our payment terms referred to above. If either of us terminates instructions, you must pay us all fees and disbursements incurred before termination, plus any further fees and disbursements for work necessary to transfer those papers to which you are entitled to another adviser.

14 LIMITATION OF LIABILITY AND TAX DISCLAIMER

- 14.1 This section shall apply unless we agree otherwise in writing I.
- 14.2 You agree that:-
- 14.2.1 Our maximum aggregate liability for any professional negligence whether in contract or tort (except for fraud, or for death or personal injury) is £4 million inclusive of interest but exclusive of costs;
- 14.2.2 Where we are instructed jointly by more than one party, this limit shall apply to all of you collectively and in total and also including anyone claiming through you;
- 14.2.3 This overall limit applies if we make the same or a similar mistake in relation to either one piece of work for you or several pieces of work;

- 14.2.4 More than one mistake on a matter or transaction is considered as one mistake for the purposes of calculating our overall limit of liability;
- 14.3 If you accept any express exclusion/limitation from other professional advisers our total liability to you will not exceed the aggregate amount for which we would otherwise have been liable after deducting any amount which we would have been entitled to recover pursuant to the Civil Liability (Contribution) Act 1981 but are prevented from doing so as a result of any such exclusion/limitation of liability.
- 14.4 Our liability shall be further limited to that proportion of your losses that it would be fair and reasonable to require us to pay having regard to the extent of our liability for the same. This clause is subject to the minimum restriction on limiting liability prescribed by the Isle of Man Law Society.
- 14.5 Your agreement is solely with SW Legal Limited and not its principle, legal practitioners, solicitors or employees assumes or will assume personal liability for the conduct of the work you instruct us to carry out. To the extent permitted by law the principle, legal practitioners, solicitors or employees of SW Legal Limited shall not have any personal liability.
- 14.6 You agree to make no claim against an individual except for fraud; you and we intend that this clause is for the benefit of, and shall be enforceable by, the principals and employees of SW Legal Limited under the Contracts (Rights of Third Parties) Act 2001.
- 14.7 We do not accept liability to any person who is not our client.
- 14.8 Whilst we endeavour to ensure that our email and attachments are checked by virus detection software no liability is accepted for any loss or damage caused by viruses emanating from or relayed by this firm.
- 14.9 **We do not advise (unless we have agreed to do so in writing) on any tax or VAT issues and assume no responsibility for such matters.**
- 14.10 We assume no responsibility for any critical date in any document held by us unless we have specific instructions from you to monitor and action such critical date and you have agreed to pay a charge for such monitoring.
- 14.11 Proceedings in respect of any claims must be commenced within three years after you first had (or ought reasonably to have had) both the knowledge for bringing an action for damages and the knowledge that you had a right to bring such an action and in any event no later than six years after any alleged breach of contract, negligence or other cause of action. This provision expressly overrides any statutory provision which would otherwise apply; it will not increase the time within which proceedings may be commenced and may reduce it.
- 14.12 We shall not be liable for any loss arising from or connected with our compliance with any statutory obligation which we may have, or reasonably believe we may have, to report matters to the relevant authorities under the provisions of the money laundering legislation.
- 14.13 We believe the limitations on our liability set out in this section are a reasonable amount of having regard to our assessment of:

- 14.13.1 The amount of any likely liability to you if we make a mistake, and
- 14.13.2 The availability and cost of professional indemnity insurance, and
- 14.13.3 Possible changes in the future availability and cost of insurance,

but we are happy to discuss the limit with you if you consider it insufficient for your purposes, and if appropriate we may then consider whether we are able to provide a higher limit at extra cost.

- 14.14 These limits on our liability shall apply to work done under this contract and any future work unless we agree different terms with you.
- 14.15 These limits apply to the extent that they are permitted by law. If any part of this section of our terms which seeks to limit liability is found by a court to be void or ineffective on the grounds that this is unreasonable or does not accord with any professional obligation, the remaining provisions shall continue to be effective.

15 **CLIENT MONEY**

- 15.1 Any of your money which we hold for you, for whatever reason, will be held in a bank account, separate from our own money. We will account to you for interest on this money, in accordance with the current Advocates Accounts Rules but we do not account to clients if the interest earned is less than £20. Generally such interest is paid to clients without deduction on account of tax and should be declared by recipients to the appropriate taxing authorities accordingly.
- 15.2 We may retain the sum of £25.00 towards our administration expenses in calculating the interest due and crediting payments to you. This sum may be retained by us by way of set-off against interest earned. If interest earned in any period is less than £25.00, no additional payment will be required from you.

Monies Held in Client Account/Exclusion of Liability

- 15.3 Please note that when we hold money on your behalf, this is placed in our general clients account with our bankers unless we agree otherwise with you. The general client account is subject to the rules and safeguards set out in the Advocates Accounts Rules 2008. Our general clients account is also subject to an annual audit by external auditors who must file their audit report with the Isle of Man Law Society.
- 15.4 In view of recent global financial issues, the Law Society has issued guidance to all advocates that we should make the position of liability in the event of a bank failure clear to our clients in our terms of business. Please note that SW Legal Limited, its principals, officers, employees, agents or servants accept no liability whatsoever for any loss, damage or liability you incur directly or indirectly as a result of the insolvency, liquidation, winding up, failure, collapse of, or similar event occurring in relation to, our bankers who operate our general clients account or any group company of such bankers which results directly or indirectly in our bankers being unable, in whole or in part, to repay any deposit balance in our general clients account (the "Bank's Failure to Repay"). You hereby agree to hold SW Legal Limited and each of its principals, officers, employees, agents or servants harmless in respect of the Bank's Failure to Repay. You accept and acknowledge that there are alternative arrangements available to you in relation to the funds you place in our general clients account; and that by placing

funds in our general clients account, you agree to the terms of this exclusion of liability and irrevocably acknowledge the reasonableness of this exclusion.

16 CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 2001

- 16.1 For the avoidance of doubt, save as expressly mentioned in these terms, it is not intended by the parties to this agreement that any term which may be construed as conferring a benefit on any person who is not a party to this agreement should be enforceable by such party. Unless we agree otherwise expressly and in writing, no other party may rely on our advice. The granting of such agreement may be subject to payment of an additional fee.

17 GOVERNING LAW

- 17.1 These terms and any work which we undertake for you shall be governed by, and interpreted in accordance with the laws of the Isle of Man. The parties submit to the exclusive jurisdiction of the Isle of Man Courts.

18 PROOF OF IDENTITY

- 18.1 In order to comply with the law on money laundering, we need to obtain evidence of your identity as soon as practicable. We will require, therefore, documents to verify your identity and address.

19 CASH

- 19.1 Our firm's policy is not to accept cash.
- 19.2 If you circumvent this policy by depositing cash direct with our bank we reserve the right to charge for any additional checks we deem necessary regarding the source of funds.

20 EMAIL COMMUNICATIONS AND ELECTRONIC STORAGE

- 20.1 If you wish we will use email for communication with you. However, there are some specific issues of which you should be aware:
- 20.1.1 Communications over the Internet are not secure. You must guide us as to what should not be sent over the Internet to you or on your behalf.
- 20.1.2 Emails do not always reach the intended recipient. We cannot guarantee that every email, sent and received, will reach the end user.
- 20.1.3 Whilst we take reasonable precautions against viruses by use of a fire wall and virus checking software, we do not guarantee that our email correspondence will be free from viruses. If we are to communicate by email, it is on the basis that you will also take reasonable precautions to prevent such viruses or other harmful devices.
- 20.1.4 We monitor email traffic to detect unauthorised or illegal use of our email system. As a result, we may collect personal data about those sending and/or receiving the email or which is contained in the email. Any personal data collected in this way will be held and processed in accordance with section 7 of these terms.

- 20.2 We may at your request send documents to an electronic storage facility hosted or controlled by you or at your direction, in which event you shall be responsible for security and confidentiality at such facility.

21 CONCERN OR COMPLAINT

- 21.1 It is our aim to provide exceptional service to our clients. That said, we recognise that sometimes, our service level falls below the standard expected. If you, as a client, feel this to be the case, please raise the matter immediately with the person responsible for the day-to-day conduct of your matter, so that it can be thoroughly investigated, and any necessary action can be taken.
- 21.2 If you have a specific concern or a complaint about our service or a bill that we have rendered, please contact us as soon as you are aware of the problem so this can be addressed. Please contact us either on the telephone, in writing, or by email (complaints@swlegal.im).
- 21.3 We take every complaint seriously. We will be happy to send you a copy of our complaints procedure which sets out the requirements of the Law Society.
- 21.4 If you remain dissatisfied with our internal complaints service you may take the matter up with the Law Society. Further information about this service is available at www.iomlawsociety.co.im.

22 OUR CONTRACT WITH YOU

- 22.1 These terms will remain effective until replaced by any updated General Terms of Business which we may issue to you, or other written agreement between us. Please confirm in writing your agreement to these terms by signing one copy of the Engagement Letter in the space provided and returning it to us. If you do not return the copy letter but still decide to instruct us you do so on the basis of these General Terms of Business. Please do not hesitate to contact us if you wish to discuss these terms before replying.
- 22.2 The Engagement Letter, Client Scope of Work and Fee Schedule and these General Terms of Business set out the entire agreement and understanding between you and us in connection with our services, and supersede and relieve us from liability (if any) which may otherwise arise under any prior agreements, understandings, arrangements, statements or representations (unless made fraudulently) as to any facts or matters relating to SW Legal Limited or to our services.
- 22.3 Any modifications or variations to these terms must be in writing and signed by an authorised representative of each of us.
- 22.4 Each of these terms constitutes a separate and independent provision. If any provision (or part) is judged by any court or authority of competent jurisdiction to be void or unenforceable, the remaining provisions shall continue in full force or effect.