

THE BASIS OF OUR RELATIONSHIP

1. Introduction

- 1.1 DAC Beachcroft is an international legal business which operates through separately constituted and regulated legal entities. Each DAC Beachcroft entity is authorised and regulated by the appropriate Regulatory Authority (detailed in Appendix A) and governed by the professional rules or code of conduct as applicable to that entity. For further details of our offices, members, use of email, regulatory information and complaints procedures, please visit www.dacbeachcroft.com.
- 1.2 This document is accompanied by a letter (the "Insured Letter"), and together these are referred to as the "Terms", which constitute the basis of our relationship with you. If there is any conflict between the Terms and the terms of your insurance policy, your insurance policy will prevail. Our relationship is governed by the following in order of priority: (1) the appropriate Regulatory Authority; (2) your insurance policy with your insurer (if our client is your insurers); (3) these Terms. If our relationship with you arises from a membership of a mutual society or agreement which confers a coverage benefit upon you, the terms of your insurance policy or equivalent agreement will prevail. For the avoidance of doubt where our relationship arises from any such arrangement all references to insurance, insurer, insured and such associated terms, shall be deemed to refer to the corresponding equivalent term in accordance with your agreement with such provider
- 1.3 We use the expressions "we", "us" and "our" to refer to DAC Beachcroft and "you" and "your" to refer to you. We also use the expression "charges" to avoid repeating the expression "fees, disbursements and expenses", all of which are included on each occasion when this word is used. Where we use the word "partner" we are referring to a member of DAC Beachcroft, or an employee or consultant of any of the entities of the DAC Beachcroft group, as identified on our [website](#) from time to time or any other group company, affiliate or successor of any of them, where a group company means its subsidiary undertakings and parent undertakings as those terms are defined in section 1162 of the Companies Act 2006 (together the "DAC Beachcroft Group"). For the purpose of this document, the contracting DAC Beachcroft legal entity is set out in our Insured Letter to you and is further defined in Appendix A.
- 1.4 Whilst the provision of legal services may be carried out by personnel from any entity within the DAC Beachcroft Group, the DAC Beachcroft legal entity specified in our Insured Letter remains responsible for the provision of the legal services to you under this relationship.

You agree that:

- 1.4.1 no other entity within the DAC Beachcroft Group will have any liability to you;
- 1.4.2 you will not bring any claim(s) or proceedings of any nature in any way in respect of or in connection with this relationship against any of the other entities within the DAC Beachcroft Group;
- 1.4.3 you will not bring any claim(s) or proceedings of any nature which goes beyond the limitations and exclusions of liability set out in the Terms applying to our liabilities and responsibilities and/or the liabilities and responsibilities of the other entities in the DAC Beachcroft Group; and
- 1.4.4 the exclusions at provisions 1.4.1 to 1.4.3 above do not apply to any liability, claim or proceeding that cannot be excluded or limited under the relevant Jurisdiction (each applicable Jurisdiction is detailed in Appendix A).
- 1.5 The Terms and any claim or dispute arising under it are governed by and construed in accordance with the legal, professional and/or regulatory requirements in the Jurisdiction and subject to the exclusive jurisdiction of the courts in that Jurisdiction. However, we may bring proceedings against you in the courts of any other country which may have jurisdiction to recover fees or other sums payable to us.
- 1.6 DAC Beachcroft is qualified to advise on matters of law within the applicable Jurisdiction. We do not offer any advice on any restrictions imposed by the United Nations, the European Union, United Kingdom, the United States of America and/or other countries/international organisations against certain individuals, entities, transactions or countries in order to achieve a specific foreign policy or national security objective ("Financial Sanctions"). We do not offer advice on foreign law (or its effect) or give tax advice unless we specifically agree to do so.

2. Instructions

- 2.1 We have set out the scope of our relationship with you in the Insured Letter. Any subsequent change will be discussed with you and, where appropriate, we will write to you again.
- 2.2 We shall proceed on the basis of the factual information we receive from you and rely upon you to tell us as soon as possible if anything occurs which renders any information previously given to us incorrect, inaccurate or incomplete. This information will form the basis of our advice to you.
- 2.3 We shall not be responsible for any failure to advise or comment on any matter which falls outside the scope of the instructions given to us by your insurer.
- 2.4 We cannot accept any responsibility for any event, loss or situation unless it is one against which it is the express purpose of these instructions to provide protection. For the avoidance of doubt, we have no responsibility for your general and longer-term risk management, insurance or commercial interests.
- 2.5 Unless expressly instructed by your insurer to provide it, our role will not include the provision of advice about the case or transaction that gave rise to the claim against you, nor will we provide information about professional conduct issues.
- 2.6 In the event that you have any claim against any other party, we shall have no responsibility for advising you about it, nor to act on your behalf to recover any sums that may be owing to you unless we expressly accept instructions from you and/or your

insurers to do so. In such an instance, we will send you a separate communication in writing clarifying the basis upon which we will act in relation to those instructions.

- 2.7 Advice given by us is provided in light of the instructions to which it relates and for the benefit of our client and/or you only. It may not be used or relied upon for any other purpose or by any person other than our client and/or you without our prior written consent.
- 2.8 We are obliged to disclose to our client information that has been gathered for the purposes of dealing with your matter. Such information will not be privileged or confidential as against our client, even if it may affect your entitlement to compensation and/or an indemnity (e.g. under your insurance policy).
- 2.9 Nothing in the Terms, nor our agreement to act on your behalf, amounts to confirmation of the status of your policy or a waiver of your insurers' rights under or in connection with the policy (if our client is your insurers). Any reservation of rights notified to you by or on behalf of your insurers will continue unless varied in writing.
- 2.10 By the terms of your policy, your insurers may have the right to take control of the conduct of a defence or settlement of any claim notified to them under it, or to exercise a subrogated right to recover loss from any third party, without prior reference to you and without seeking your prior approval. In the event that your insurers have such rights and decide to exercise any of these powers, we will be obliged to act on the instructions of your insurers alone. Unless your insurers expressly instruct us otherwise, we will have no obligation to obtain your approval before acting on the instructions of your insurers and shall have no responsibility to you for the protection of your interests if or to the extent that they are different to the interests of your insurers.

3. Regulatory Requirements

- 3.1 Responsibility for regulation lies with the Regulatory Authority and responsibility for complaints handling lies with the Complaints Body, both detailed within Appendix A.
- 3.2 If you are a party to whom the Freedom of Information Act applies, you agree that if you receive a request to disclose information about us or the provision of our legal services, then you will advise us of the request, the identity of the third party and the information you are intending to disclose as soon as possible and in any event prior to disclosure. We will then advise you promptly if we consider that the information you are intending to disclose is commercially sensitive, has been provided in confidence or if any other exemption to disclosure applies.

4. Communication

- 4.1 We will communicate with you and with others by letter, fax, telephone, email, SMS or other electronic means. This may include the use of suppliers (such as electronic signature providers) to assist in delivering the services to you. Please let us know any communication preferences.
- 4.2 Our email is encrypted using Transport Layer Security ("TLS") if the mail server to which we are sending is also registered with TLS. If this is not the case, we will use unencrypted email for communicating with or for you, unless we have agreed otherwise. Our communications are subject to these Terms and the terms of the disclaimers on our letters, emails and our website. You agree that to ensure regulatory compliance and for the protection of our clients and business, we may monitor and read emails and attachments sent to and from our servers. If we communicate by electronic means, you acknowledge and agree as follows:
 - 4.2.1 there are some delivery risks in using electronic means and you accept the inherent risk of interception by third parties, corruption, or of non-receipt or delayed receipt of the message and/or content;
 - 4.2.2 computer viruses and similar damaging items can be transmitted through electronic means and by introducing portable storage media into your system; we use virus scanning software to reduce these risks and ask that you do the same; however, it is not possible completely to eliminate the risk of introducing viruses; and
 - 4.2.3 we shall have no liability to you and you release us from all claims, losses, expenses and liabilities caused by any of the risks referred to above and arising directly or indirectly out of that communication, including but not limited to interception, corruption, loss, destruction or delay.
- 4.3 We use filtering software to reduce the receipt of spam and the introduction of viruses into our systems. As there is a risk of filtering out legitimate correspondence, you should not assume that every electronic communication will be received. If there is any indication that an electronic communication has not been received, please follow up important communications by telephone.
- 4.4 You must not rely on any drafts of any advice (whether oral or written), reports, letters or other documents we send you, since they may vary significantly from any final version.

5. Invoices and VAT

- 5.1 Our charges for dealing with the matter or potential matter will be paid by our client on terms they have agreed with us. Our agreement with our client may entitle us to render interim invoices on a regular basis.
- 5.2 If you are VAT registered, you will receive an invoice for the VAT element of our invoices where we will be supplying legal services to you. Where applicable, you will be able to recover the VAT from HM Revenue & Customs as an input tax in the usual way. Please pay the VAT on our charges within 28 days of the date of our invoice.

5.3 Your insurance policy may provide that your excess applies to both costs incurred in dealing with the matter and payments made arising out of the matter. In these circumstances, you will be obliged to pay your excess (or an appropriate proportion of it) once our invoice has been approved by your insurers.

6. Data Protection, Intellectual Property including Copyright and Confidentiality

6.1 We use your personal data (and any related information) to provide our legal and/or claims handling services to you, but also for related purposes such as (but not limited to) administration, billing and record keeping and to inform you of our services and events that we think may be of interest to you. In this regard, we act as a separate data controller in our own right.

6.2 Our use of your personal data is subject to the law (which may include but is not limited to the EU and UK General Data Protection Regulations, and other relevant UK and EU legislation), our regulatory obligations and professional duty of privilege and confidentiality, guidance and rulings issued by applicable legal or regulatory bodies, and your instructions. We have implemented appropriate technological and organisational measures to protect the personal data that we process.

6.3 We take the privacy and security of your information and compliance with our obligations seriously. Please read our Privacy Policy (<https://www.dacbeachcroft.com/en/gb/about/privacy-policy/>) carefully as it contains important information on how and why we collect, process and store your personal data. It also explains your rights in relation to your personal data.

6.4 We may record telephone calls and monitor emails for training, regulatory and compliance purposes.

6.5 Where required, appropriate contractual clauses (available on our website) have been incorporated into the Terms. Where necessary, supplementary measures will be implemented to protect personal data. For the purposes of those contractual clauses in relation to transfers from:

6.5.1 us (in which applicable jurisdiction applies) to you, you will be regarded as the “data importer” and your point of contact will be that (electronic or physical) address which you instruct us to correspond with you in relation to the services that we provide to you; and

6.5.2 you (in which applicable jurisdiction applies) to us, you will be regarded as the “data exporter” and your point of contact will be that (electronic or physical) address which you instruct us to correspond with you in relation to the services that we provide to you.

6.6 We use third party service providers (including ‘cloud’ service providers) to help us deliver efficient, cost effective legal services. This may include document/information hosting, sharing, transfer, analysis, processing or storage. We ensure all third party service providers operate under service agreements that are consistent with our legal and professional obligations, including in relation to confidentiality, privacy and data protection. We may transfer personal data outside of the UK and the EEA. If you instruct us to use an alternative provider for storing, sharing or exchanging documents/information, we are not responsible for the security of the data or the provider’s security standards.

6.7 We may use your personal data to send you updates about legal developments that might be of interest to you and/or information about our services, including exclusive offers, promotions or new services or products. You have the right to opt out of receiving promotional communications at any time, by:

6.7.1 contacting us at replies@dacbeachcroft.com; or

6.7.2 using the ‘unsubscribe’ link in emails or ‘STOP’ in texts.

6.8 In the event of an incident that may or will affect the confidentiality, integrity, availability and/or resilience of any personal data, each party shall handle such incident in accordance with its own legal and/or regulatory obligations and shall notify the other as and when legally required as soon as reasonably practicable.

6.9 We use the information you provide primarily for the provision of legal services based upon our instructions. Similarly, you acknowledge that we will not be able to disclose to you any documents or information to the extent that we owe a duty of confidentiality to another existing, former or potential party even if it is material to your matter. If we do hold material confidential information in relation to another party, we may not be able to act or continue to act.

6.10 Inevitably we may have to disclose some information to third parties and we accept instructions only on the understanding that we have your authority to do so when reasonable and necessary for the purposes of dealing with any matter upon which we are instructed, or in addressing any issue or concern you or we may identify in your interest, or (in the context of our insurance arrangements) in our own interest.

6.11 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 any otherwise confidential information to such advisers as necessary.

6.12 If we instruct chambers and/or a barrister as agent on your behalf, we may keep a copy of an opinion in electronic form for internal know-how purposes but we will ensure that confidentiality is preserved.

6.13 If you have made a public announcement about work we have undertaken for you, or it otherwise comes into the public domain (other than by our default), we may make public our involvement. We will be entitled to publicly refer to you as a party with whom we act, but we will not otherwise disclose the nature of the work undertaken without your authority.

6.14 We keep a record of contact details of individuals at your business or working on behalf of your business whom we may contact in order to carry out your instructions. We also keep other personal information (including events organised by us in which those individuals have participated or expressed an interest in participating, areas of legal and commercial interest and personal preferences) in order to update those individuals from time to time with information (such as legal or commercial

news) which may be of interest, and to invite them to events held by us. We will also use the information for the purpose of the administration of our relationship with you including billing and where necessary debt collection. You may at any time contact us should you wish to amend any of the information we hold, or in the case of electronic communications such as updates, by using the opt-out facility provided on each communication.

- 6.15 The reports, information and advice we provide to you are given in confidence and are provided on condition that you undertake not to disclose these or any other confidential information provided by us to you during our work, to any third party without our prior written authorisation.
- 6.16 We retain the entire copyright and all other rights in all documents provided by us to you. You are granted a non-exclusive, non-transferable, non-sublicensable licence to use such documents for the matter for which they are provided but not otherwise. We retain the entire ownership in the documents prepared for our own benefit in the course of any matter.

7. Documents Relating to Your Matter

- 7.1 When the matter completes and subject to any written request from you and subject to any lien, we will return any applicable physical papers to you. Unless instructed otherwise, we will not be responsible for checking or notifying you of any post-completion dates or deadlines of any sort.
- 7.2 Our archiving and storage policy incorporate the requirements of law. Any of your papers or information that remain in our possession at the conclusion of your matter (except those which you ask us, in writing, to return to you) will be securely stored for not less than 7 years from the date of delivery of our final invoice in respect of the matter. After the end of the 7 year period, we may destroy your papers or delete information without notice to you. We shall not, however, destroy original documents which you specifically ask us and we agree in writing to hold in safe custody.
- 7.3 If we retrieve electronic or hard copy documents out of storage in order to carry out the same or further instructions from you, we will not normally charge for this. However, if you ask us to retrieve stored documents/information or transfer documents/information to a third party for a matter on which we are not to be instructed, we will review the documents/information to ascertain which documents belong to us, and which belong to you and any third parties. We may make a copy of any item held by us before releasing this to you or a third party. We reserve the right to charge you for this and for any costs associated with delivering or transferring the documents/information.
- 7.4 Insofar as the Terms and the law within the Jurisdiction permits, we do not accept responsibility for any damage or loss, partial or complete of any particular item which we may hold in storage.

8. Disclosure

- 8.1 Every party to litigation is under a duty to disclose documents. Disclosure is the process whereby documents which are, or have been, in a party's "control" are disclosed to other parties in the litigation. We will explain to you, in writing, your rights and obligations regarding the disclosure process at the appropriate time.
- 8.2 It is likely that, as the matter progresses, we will need to review all of the documents which are relevant to it (please note "documents" includes electronically generated documents as well as audio and video tapes, handwritten notes and computer records). In any event, in the normal course of proceedings, the parties may be obliged to disclose to each other all documents which they have, or have had at any time, relating in any way to the issues between them. For those reasons, it is extremely important that all documents, including electronic documents, which you may already have are carefully preserved. This entails keeping them safe and ensuring they are not marked, altered, deleted or otherwise tampered with. The Court may draw adverse inferences if relevant documents are destroyed or deleted at any stage once litigation in this claim was contemplated or communicated.
- 8.3 Some documents are "privileged" from production to the other party in an action. The scope of this may be impacted by a range of factors, including but not limited to, jurisdictional implications. Broadly, this includes all documents created in anticipation of litigation or otherwise for the purposes of seeking legal advice. Please do not assume that all documents created in connection with this matter will be privileged. We recommend that you seek advice from us before any document is created which might fall into this category. This will be particularly important if you are corresponding directly with the other party or parties on a "without prejudice basis".

9. Our Liability to You

- 9.1 You acknowledge that your relationship with DAC Beachcroft (e.g. as our client's insured) is a tortious relationship only and there is no contract between you, any other entity within the DAC Beachcroft Group, and any of our individual members, shareholders, employees or consultants. Any advice given to you by a member, employee or consultant is given by that person on our behalf and that person does not assume any personal responsibility to you for that advice. Accordingly you will not bring any claim against any individual member, employee or consultant or entity within the DAC Beachcroft Group in respect of any losses which you suffer or incur, directly or indirectly, in connection with our services. None of the provisions of this clause 9.1 will limit or exclude our liability for the acts or omissions of our members, employees or consultants.
- 9.2 We have included provisions in the Terms which limit our liability in certain circumstances. In particular, please note carefully the exclusion of liability (contained in clause 2.3) in circumstances where matters fall outside our instructions.
- 9.3 In respect of any event or loss to you resulting from our breach of duty, our liability to you shall be limited to that proportion of your loss and damage which is just and equitable having regard to the extent of your own responsibility and that of any other party who may also be liable to you in respect of it and regardless of the ability of any such person to make payments. As a result we may include provisions in the Insured Letter which limit our liability in certain circumstances. Nothing in this document shall be construed as purporting to exclude nor limit any liability the exclusion or limitation of which is prohibited by law.

- 9.4 In common with other legal advisers, we seek to limit our liability. Our liability to you in relation to any one claim for losses, damages, costs and expenses caused by our negligence or wilful default is limited to the minimum level required by the relevant Regulatory Authority (the "Liability Cap").
- 9.5 Please note that, in relation to the Liability Cap, 'any one claim' means all claims against us arising from one act or omission, one series of related acts or omissions, the same act or omission in a series of related matters or transactions, similar acts or omissions in a series of related matters or transactions, and all claims against us arising from one matter, transaction or assignment
- 9.6 You may not rely on any drafts of any advice (whether oral or written), reports, letters or other documents we send you, since they may vary significantly from any final report or advice.
- 9.7 We do not assume any legal responsibility to you for the work of third parties engaged on your behalf.
- 9.8 We are not and shall not be liable to you or to any other person for any loss, cost or liability whatsoever caused by the act, omission, fraud, delay, negligence, insolvency or default of any bank, financial institution, clearing or payments system or of any regulatory, governmental or supra-national body or authority or of their directors, officers, employees, agents or representatives.
- 9.9 Save where such liability arises directly from the provision of our legal services, 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.
- 9.10 We believe the limitations on our liability set out in this provision 9 and our Insured Letter are reasonable having regard to our assessment of the amount of any likely liability to you if we make a mistake, the availability and cost of professional indemnity insurance, and possible changes in the future availability and cost of insurance and solvency of insurers.
- 9.11 We have in place compulsory professional indemnity insurance as required by the Regulatory Authority. Contact details of the qualifying insurer and details of territorial coverage are available on request from us.

10. Complaints Handling Procedure

- 10.1 If you are dissatisfied, have any queries or concerns about the conduct of a matter or our standard of service please immediately notify the person handling your matter or raise these with any matter Partner. They will then follow our complaints procedure (the "Complaints Procedure"), which can be accessed on our website at www.dacbeachcroft.com.
- 10.2 If you are an individual member of the public, a small business, a charity, club or trust, you are able to pursue your complaint through the applicable Complaints Body for DAC Beachcroft and our Complaints Procedure does not affect your rights in any way. Normally, you will need to bring a complaint to the Complaints Body within six months of receiving a final written response from us about your complaint. If in doubt, please refer to the Complaints Body using the details specified for your Jurisdiction in Appendix A.

11. Financial Sanctions

- 11.1 You must comply with Financial Sanctions. We keep Financial Sanctions under review for our own purposes and you are required to do the same.
- 11.2 In the event that (i) you are or should you become subject to Financial Sanctions during the course of our relationship; or (ii) in the case of a corporate entity, there is a change in ownership or control, you shall immediately notify us. We reserve the right to cease acting for you with immediate effect as a result of Financial Sanctions applying directly or indirectly to you or your matter.
- 11.3 Unless we confirm our services will include advice regarding your Financial Sanctions compliance, we do not accept any liability in relation to your compliance with Financial Sanctions.
- 11.4 We shall not be liable to you for non-performance of any services under the Terms as a result of Financial Sanctions. Our personnel, any third party supplier instructed in accordance with the Terms, and other members of our group of companies may rely on this clause.
- 11.5 In certain cases, we are legally required to report and/or seek authorisation from a relevant authority in relation to certain transactions in order to proceed.

12. Diversity

- 12.1 We have formal procedures in place to ensure equal opportunities. Our Equality and Diversity Policy is available on our website at www.dacbeachcroft.com and on request.

Appendix A

This Appendix contains entity specific information as set out within our Insured Letter to you.
Further details of all the entities within the DAC Beachcroft Group can be found on our website.

DAC Beachcroft LLP	
Registered Office	25 Walbrook, London, EC4N 8AF
Jurisdiction	England & Wales
Entity type and company number (where applicable)	Limited Liability Partnership OC317852
Regulatory Authority	Solicitors Regulation Authority The Law Society is a designated professional body for the purposes of the Financial Services and Markets Act 2000 but responsibility for regulation lies with the Solicitors Regulation Authority, the independent regulatory body of the Law Society
Complaints Body	Legal Ombudsman Address: PO Box 6167, Slough, SL1 0EH Phone: 0300 555 0333 Email: enquiries@legalombudsman.org.uk Website: www.legalombudsman.org.uk

DAC Beachcroft Claims Limited	
Registered Office	Portwall Place, Portwall Lane, Bristol, BS1 9HS
Jurisdiction	England & Wales
Entity type and company number (where applicable)	Private Limited Company 04218278
Regulatory Authority	Solicitors Regulation Authority The Law Society is a designated professional body for the purposes of the Financial Services and Markets Act 2000 but responsibility for regulation lies with the Solicitors Regulation Authority, the independent regulatory body of the Law Society
Complaints Body	Legal Ombudsman Address: PO Box 6167, Slough, SL1 0EH Phone: 0300 555 0333 Email: enquiries@legalombudsman.org.uk Website: www.legalombudsman.org.uk

DAC Beachcroft Scotland LLP	
Registered Office	Sutherland House, 149 St Vincent Street, Glasgow G2 5NW
Jurisdiction	Scotland
Entity type and company number (where applicable)	Limited Liability Partnership SO301379
Regulatory Authority	Law Society of Scotland
Complaints Body	Scottish Legal Complaints Commission Address: 10-14 Waterloo Place, Edinburgh, EH1 3EG Phone: 0131 201 2130

	E-mail: enquiries@scottishlegalcomplaints.org.uk Website: www.scottishlegalcomplaints.com
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DAC Beachcroft (N.Ireland) LLP	
Registered Office	7th Floor Montgomery House, 29-33 Montgomery Street, Belfast, Northern Ireland, BT1 4NX
Jurisdiction	Northern Ireland
Entity type and company number (where applicable)	Limited Liability Partnership NC001542
Regulatory Authority	Law Society of Northern Ireland The Law Society of Northern Ireland is a designated professional body for the purposes of the Financial Services and Markets Act 2000 and responsibility for regulation and complaints handling lies with the Law Society of Northern Ireland, the regulatory body for solicitors in Northern Ireland
Complaints Body	The Law Society of Northern Ireland Address: 96 Victoria St, Belfast, BT1 3GN Phone: 028 9023 1614 Website: https://www.lawsoc-ni.org