

TLT LLP Terms of Business for Scotland

Contents

1 Terms of business	2 You and TLT LLP	3 Scope of our legal services	4 Our advice	5 Legal costs
6 Commission	7 Banking	8 Interest	9 Cooling off	10 Termination
11 Confidentiality	12 Privacy and data protection	13 Your file	14 Regulatory	15 Conflicts of interest
16 Our duties to the court	17 Complaints	18 Equality and diversity	19 Our liability to you	20 Law and jurisdiction

1 Terms of business

- 1.1 These terms of business (as updated from time to time) together with, where provided, our engagement letter (including any schedule, attachment or annex) and any Service Level Agreement, form the contract between us that will apply to the work we are instructed to carry out in Scotland.
- 1.2 If there is any inconsistency between our terms of business and our engagement letter, the engagement letter will prevail. Unless agreed otherwise, the receipt by you of services from us will be deemed to be on these terms of business.
- 1.3 These terms of business will apply to all future instructions you give us on this or any other matter.

2 You and TLT LLP

- 2.1 Where we say you or your in these terms we refer to the client identified in the engagement letter and anyone authorised to give instructions on that client's behalf. Where we say we, us or our, we mean TLT LLP. The contract is between you and TLT LLP and not with an individual partner, employee or agent of TLT LLP.
- 2.2 TLT LLP is a limited liability partnership registered in England & Wales number OC 308658. Its registered office is at One Redcliff Street, Bristol BS1 6TP England. A list of members can be inspected at this address.
- 2.3 We are registered for VAT purposes. Our VAT registration number is 752995876.
- 2.4 TLT LLP is authorised and regulated by the Solicitors Regulation Authority. SRA number 406297
- 2.5 In Scotland TLT LLP is a multi-national practice regulated by the Law Society of Scotland.
- 2.6 TLT LLP is also authorised and regulated by the Financial Conduct Authority under reference number FRN 780419. Details of our FCA permissions can be found on the Financial Services Register at <https://register.fca.org.uk/>.

3 Scope of our legal services

- 3.1 We shall provide the services to you with reasonable skill and care. The scope of the services we will provide is described in the engagement letter.
- 3.2 The scope of services does not include, unless specifically agreed in writing with you:
 - 3.2.1 non-legal services such as advice on financial matters (e.g. the merits of entering into any transaction or investment, accounting issues, financial calculations, formulae and modelling, or the financial standing of a party to a transaction);
 - 3.2.2 advice on the laws of jurisdictions outside Scotland;
 - 3.2.3 checking that the information given to us by you in the context of the matter is accurate and up to date;
 - 3.2.4 tax advice or advice on the tax implications of any instruction. We are under no obligation to advise you to seek tax advice and do not accept responsibility for any failure on your part to do so. We will not be liable for losses which arise as a result of any failure to seek tax advice; and
 - 3.2.5 advice on changes to law or practice after the date of the communication containing that advice from us unless we are still advising you on the matter and the change is relevant to its handling.

- 3.3 If information or other material received from a third party is incorporated into our work, we are not responsible for its accuracy.
- 3.4 We advise on the law in Scotland to the extent that it applies to your matter.
- 3.5 If you need advice on the law in England and Wales, we will introduce you to one of our England and Wales qualified colleagues and will provide you with separate terms of business to cover that jurisdiction.
- 3.6 If you need advice on Northern Irish law, we will introduce you to TLT NI LLP. They will enter into a separate agreement with you.
- 3.7 If you require advice on the law applicable in any jurisdiction other than England and Wales, Scotland and Northern Ireland, we can introduce you to an overseas law firm who can advise you on the laws of the particular jurisdiction.
- 3.8 If you ask us to obtain advice from another law firm, that firm will be responsible for the service and advice that they provide.

4 Our advice

- 4.1 Our advice applies only to the specific factual and legal matters it deals with. Our advice is given for your benefit and it is to you that we owe our duty of care. This duty of care does not extend to third parties.
- 4.2 You must not use or rely on our advice for any other purpose or in relation to any other person without our prior written agreement. You must keep our advice confidential and obtain our prior written consent if you wish to disclose our advice to any other person. Other than as specified in section 19 below, nothing in the contract confers any right on any person pursuant to the Contracts (Rights of Third Parties) Act 1999.
- 4.3 Our advice is provided in accordance with our professional practice rules and guidelines and the proper interpretation of laws, court decisions and regulations in existence on the date on which the advice is provided.
- 4.4 You should not rely on any draft document we draw up for you until it has become the final version. We will not be liable for any mistakes in the document until the final version has been drawn up.

5 Legal costs

- 5.1 In consideration of our provision of the services, you shall pay our charges when they become due, without any right of set-off.
- 5.2 We review our professional rates and expenses from time to time. We will discuss and agree with you any proposed change and the effective date of any change.
- 5.3 Where we have more than one client on a matter, all such clients are jointly and severally responsible for payment of our charges.
- 5.4 You remain responsible for paying our charges whether or not you expect that another person may be paying our invoices (e.g. an insurer).
- 5.5 Unless we agree otherwise, we shall bill you in respect of our services on a monthly basis.
- 5.6 Our bills become due for payment immediately after you receive them.
- 5.7 We may charge you interest on our unpaid charges from the date when they become due. Interest will be calculated at the annual rate of 5% above Bank of England base rate.

- 5.8 If any material amount is unpaid 28 days after the date on which the bill is received by you we may, having given reasonable notice to you in writing after expiry of the 28 day period, take any or all of the following steps:
- 5.8.1 suspend work on the matter and inform you we have done so;
 - 5.8.2 cease to act entirely on the matter; and/or
 - 5.8.3 retain custody of your files and funds until your bill is paid in full.
- For these purposes, 'material amount' shall mean any sum in excess of £5,000 and 'reasonable notice' shall mean 28 days.
- 5.9 Our charges may comprise our fees, other outlay and expenses, as well as any applicable tax thereon.
- 5.10 Unless we have agreed a fixed fee in the engagement letter, our fees shall be based on the time we spend in dealing with your matter. They may also reflect its nature, urgency and complexity, as well as the responsibility, skill and experience of the matter team.
- 5.11 Where our fees are based on the time spent, they will be calculated by reference to our hourly rates for the matter team members and will be charged in six minute units. Those rates will be our standard hourly rates for such individuals, unless other rates have been agreed in writing with you.
- 5.12 Our other outlay and expenses may include expenses we incur on your behalf in connection with your matter, such as the cost of instructing an expert, court fees, our travel and subsistence costs, and any charge we may make for the provision of copying services.
- 5.13 Where we incur on your behalf an expense in a foreign currency, at the time of billing we may charge you for any loss arising as a result of a change in the applicable exchange rate.
- 5.14 If we provide you with an estimate for our charges or a quotation then it is for your guidance only and does not bind us.
- 5.15 Unless the contrary is expressly stated, our charges, fees, expenses and outlay are quoted exclusive of any applicable tax thereon.
- 5.16 We may ask you to make payment(s) on account of our anticipated charges at any time during the matter. Such funds will be held in a client money account until required (see section 7 below). You agree that we can apply such payments on account against any of our invoices or matters.
- 5.17 If you refuse to make a payment on account or fail to pay our due charges then these are good reasons why we can bring this Agreement to an end early: see section 10 below.
- 5.18 We are entitled to retain any of your money, documents or property that have come properly into our possession whilst our charges remain unpaid.
- 5.19 If we are required by our legal or regulatory obligations to make a disclosure of your client information to another person (including government and law enforcement agencies), then we may charge you for our time and expenses incurred.
- 5.20 We will update you on whether the likely outcomes still justify the cost and risks associated with your matter whenever there is a material change in circumstances.
- 5.21 If you are unhappy with the amount we have charged, you can have the costs independently scrutinised. This is called the 'taxation' of the account or of the fees and is carried out by an auditor of court.

- 5.22 If you instruct us to engage other advisers or service providers (such as other law firms, expert witnesses, patent agents, surveyors or legal support providers) on your behalf, we do so acting as your agent and you will be responsible for their fees in addition to our own. Other advisers / service providers typically address their invoices to us and we include their fees as disbursements in our invoices to you. This approach is for convenience only and you remain responsible for such fees. We reserve the right to instruct any other advisers/service provider to address their invoices to you.
- 5.23 We may ask you to provide guarantees or security for your legal costs and expenses. If you do not provide a guarantee or security within a reasonable time of us requesting this, we may stop acting for you and end the contract immediately.
- 5.24 If you ask us to send funds to you or for you via telegraphic transfer we will charge a fee of up to £25. This will cover our administration fee for arranging the transfer. In addition there will be a fee charged by the bank. As bank fees vary the actual bank cost is available from us on request after the transfer has been made.
- 5.25 We may need to issue supplemental invoices after your matter has completed if disbursements and expenses are notified to us after completion.
- 5.26 If you have any queries about a bill, please contact the person who sent it as soon as you receive it. Please note that you may have a right to object to the bill by making a complaint.

6 Commission

- 6.1 It is our policy not to accept commission from anyone in relation to your matter.

7 Banking

- 7.1 We hold client money in various bank accounts with UK banks which are authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and Prudential Regulation Authority.
- 7.2 We are not liable for any losses you suffer as a result of any such banking institution being unable to repay depositors in full. You may, however, be protected by the Financial Services Compensation Scheme (FSCS). Visit www.fscs.org.uk/ for more information.
- 7.3 **We will not send you information about changes to our bank account details by email. If you receive an email purporting to be from someone at TLT LLP advising you of a change to bank account details it is not genuine. Do not reply to the email or act on any information it may contain. Instead you should contact the person dealing with your matter immediately.**
- 7.4 We do not accept cash payments. If you (or anyone on your behalf) try to avoid this policy by depositing cash directly with our bank, we will charge you for any additional checks we deem necessary to prove the source of funds. Where we have to pay money to you, it will be paid by cheque or bank transfer. It will not be paid in cash or to a third party.
- 7.5 When we receive monies on behalf of you it will be paid into a general client account with Royal Bank of Scotland PLC who is the firm's banker. The general client account will hold pooled amounts for different clients and matters. Under anti-money laundering regulations, law firms must hold information on the identity of the person on whose behalf the monies are held in a pooled client account, and make this available to their bank on request. If our bank requests information about whom we hold funds for, we are required to provide that information. In the event of this happening, you agree to us disclosing your details to them.

7.6 If in the course of dealing with your matter, you may require funds to be held on a contingent basis, we will introduce you to a third party escrow agent. TLT can provide you with details of agents and their charges, but cannot provide advice on which agent to use. We can

negotiate appropriate terms with the agent you select as part of our services to you and will inform you of the costs for doing so.

TLT will only hold or process funds through our client account in accordance with the Solicitors Accounts Rules.

8 Interest

8.1 We will pay interest on monies held for you at a rate of 0.15% below base rate, unless base rate is 0.5% or less in which case we will pay 0.15%. We will not pay interest on sums of £20 or less and we will not pay interest on

money we retain after we have rendered a final bill to you, if the retention is made to cover unpaid expenses or disbursements. All designated deposit account interest will be paid to clients in full.

9 Cooling off

9.1 If we have not met you in person, or the contract for legal services is entered into away from our business' premises, the Consumer Contract (Information, Cancellation and Additional Charges) Regulations 2013 may apply. This means you may have the right to cancel your instructions to us within 14 days of our initial communication with you, without giving any reason. To exercise your right to cancel, you must make a clear statement (letter, fax, or email) setting out your decision to cancel. To meet the cancellation deadline, it is sufficient for you to send the communication before the cancellation period has expired. This will end the obligations of both you and us under the contract.

9.2 You may require us to begin work on your matter during the 14 day cancellation period. Please let us know immediately if you wish to waive the 14 day cancellation period. If you expressly request we begin work on your matter during the cancellation period, we reserve the right to ask you to pay an amount proportionate to what service has been carried out prior to you communicating any cancellation. If you have made a payment on account you will only receive a refund for that part of our services not provided. If you decide to cancel before the end of the cancellation period, and we have not started to provide our services, you will receive a full refund of any fees paid. You will not have the right to cancel the contract if you request we start work within the cancellation period and we have completed those services.

10 Termination

10.1 You can terminate the contract at any time throughout the running of the matter by giving us written notice. We can keep all your papers and documents while there is still money owed to us for fees and expenses.

10.2 We can terminate the contract where we feel that the relationship has broken down; or where you have not paid us on time or are not providing us with the instructions needed to carry out your work. We will give you reasonable notice of this. In these circumstances,

and on request, we can provide reasonable assistance to help you find replacement lawyers. When our engagement ends we will have no further or ongoing responsibilities in relation to the matter. You must pay our fees for work done and expenses incurred up to the date our engagement ends.

10.3 We are not responsible for reminding you about important dates and/or any deadlines after the contract has come to an end.

11 Confidentiality

- 11.1 We will keep your affairs confidential from our other clients and anyone externally unless you specifically ask us to disclose the information to them, or we need to do so in order to deal with your matter. You understand that we will not disclose any information to you about other clients.
- 11.2 In any event, you agree to us releasing confidential information to:
- 11.2.1 our insurers;
 - 11.2.2 our legal advisers;
 - 11.2.3 the tax authorities;
 - 11.2.4 any regulatory authorities;
 - 11.2.5 any professional advisers that we instruct on your behalf to advise you such as barristers, overseas lawyers and experts; and
 - 11.2.6 companies or individuals that provide administration support to the firm such as typing, photocopying, archiving and so on.
- 11.3 External organisations such as our ISO 9001 auditors, the Law Society of Scotland, the Scottish Legal Complaints Commission and the Solicitors Regulation Authority may wish to inspect our files from time to time. They are required to maintain confidentiality in relation to your matters.
- 11.4 We may tell other clients or prospective clients about the services we provide. If we wish to rely on any work that we have undertaken for you to promote our services, we will ask your permission save where details of your matter subsequently enter the public domain in which circumstance you agree that we may publicise our involvement as well as any related information which has entered the public domain.
- 11.5 We cannot absolutely guarantee the security of information communicated by email or mobile phone. Unless we hear from you to the contrary, email will be our default method of communication.
- 11.6 We take all reasonable steps to safeguard emails and ensure they remain secure but if you would rather we do not correspond with you in this manner do let us know. If there are physical or email addresses that you do not want us to use to contact you, please ensure that we are informed in writing.
- 11.7 We are obliged by our insurers to notify them of any circumstances known to us which may give rise to a claim against us. We are required to tell them (and our brokers) information about you and your instructions to us which is privileged and to supply documents to them. We will only pass on privileged or confidential information in good faith to ensure your legal rights to claim against us are preserved. Our insurers and brokers are contractually obliged to keep all information we pass to them strictly confidential. They may only use it for the purposes of administering our insurance arrangements including any claim you might make. We will assume you consent to our sharing information in this way unless you tell us you do not.

12 Privacy and data protection

12.1 In order to provide you with services we may need to process your personal data. Please see our Privacy Notice for detailed information about how we use your personal data and your rights in relation to your personal data. The Privacy Notice is available on our website www.tltsolicitors.com/privacy. If you would like us to send you a copy please contact us at GDPR@tltsolicitors.com

12.2 We may record calls and monitor emails from time to time for training, regulatory and compliance purposes.

12.3 Use of Cloud and Other Third Party Services for the Storage, Transfer and Processing of Data.

We utilise third party service providers (including those that offer “cloud” services) in order to facilitate the provision of legal services to you to include document hosting, document transfer, document analysis and processing and document storage. We evaluate all third party service providers to confirm their adherence to (i) industry standard frameworks for information security to protect the confidentiality, integrity, and availability of data (to include ISO27001) and (ii) the requirements of the General Data Protection Regulation (EU) 2016/679 (GDPR), the Data Protection Act 2018 and any replacement legislation coming into effect from

time to time. All third party service providers operate under service agreements that require conduct that is consistent with our legal and ethical obligations. If you require us to use a specific consumer-grade cloud storage provider (for example Dropbox.com, Onedrive.com, etc.) for the storage, sharing or exchange of documents or information generated or used in the course of a specific engagement we assume no responsibility for the security of the data or the provider’s security standards. We can provide our secure Collaborate Extranet, to facilitate the storage and sharing of information between you and us and any applicable costs for the third party services will be agreed with you in advance.

12.4 If you are based in the EEA and the UK leaves the EU without (i) an adequacy decision having been made by the European Commission (EC) regarding the UK or (ii) a transitional arrangement allowing the transfer of personal data from the EEA to the UK without specific safeguards, unless you object, the Standard EC Contractual Clauses will be incorporated into the terms under which we are engaged by you. The Standard EC Contractual Clauses shall continue to apply until an adequacy decision or transitional arrangement is reached between the UK and EU.

13 Your file

13.1 We will keep your documents and other papers for six years after we send you our final bill on the understanding that we may destroy them after that period.

13.2 We may store documents electronically on our IT system. We take all reasonable steps to ensure that the system is secure and that our overriding duty of confidentiality to you is observed. We may destroy your original paper document and scan it onto our system instead.

13.3 If we prepare a deed or a will for you we will also store it free of charge. We reserve the right to charge you for retrieving the documents from storage and for passing them to other people or back to you. We also reserve the right to charge for storage in the future, but only after notifying you.

14 Regulatory

- 14.1 To comply with anti-money laundering and counter-terrorist financing laws, regulations and standards, we are likely to request identification evidence from you and may conduct searches or enquiries for this purpose. This work is part of our work for you and we reserve the right to charge you our professional fees and any expenses incurred.
- 14.2 In order to comply with financial sanctions requirements prohibiting payments to sanctioned targets, we conduct searches on all recipients of internationally made payments. We must not directly or indirectly make funds available or for the benefit of targets on any sanctions lists, and where a potential match is discovered, we may suspend the transaction pending advice from the Asset Freezing Unit, contact the Asset Freezing Unit to seek a licence to deal with the funds, and consider whether we have a suspicion of money laundering or terrorist financing which requires a report to the National Crime Agency. The funds will not be dealt with until the approval of the Asset Freezing Unit is granted, meaning there may be significant delays to your matter.
- 14.3 **Please do not send us any funds until we have told you that these checks have been completed.**
- 14.4 **We may ask you to say where any money you have sent us has come from or is going to come from. If you do not provide us with that information promptly then your matter may be delayed.**
- 14.5 To verify your identity, we search third party electronic verification databases, and may carry out these checks from time to time throughout our relationship, not just at the outset. These checks may leave a 'soft footprint' on your credit file, but will not affect your credit rating.
- 14.6 There may be circumstances in which TLT LLP is not able to proceed with your instructions and may cease to act for you, for example if you do not provide satisfactory evidence of your identity or in some instances, the identities of your directors, shareholders and ultimate beneficial owner(s) within a reasonable time. In these circumstances we will charge you for the work done prior to that date.
- 14.7 If you are a company (registered or unregistered), Limited Liability Partnership or Scottish Partnership, we may have to report any discrepancies on Registers between information collected from Companies House, and information gathered while fulfilling our anti-money laundering duties, to Companies House.
- 14.8 We are obliged to keep your affairs confidential. However we may be required by law to disclose certain information and documents about you to authorities such as the Police, HM Revenue & Customs, Serious Fraud Office or National Crime Agency in relation to matters such as tax evasion, fraud, bribery, money laundering or terrorist financing.
- 14.9 Subject to section 19 below, 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 and/or terrorist financing legislation.

15 Conflicts of interest

- 15.1 You agree that instructing us will not prevent TLT LLP from acting for current or future clients who have, or may in the future have, commercial interests adverse to you.
- 15.2 We must not act for you where there is a conflict of interest between you and TLT LLP, or another client of the firm. If a conflict arises we will discuss the situation with you with a view to agreeing how the situation can be resolved.

- 15.3 We may have one or more clients interested or potentially interested in the same or related transaction as you are (for example, in relation to the acquisition of an asset being put up for sale or a competitive tender for a contract). You agree that we are free to accept an instruction to act for more than one client in relation to that transaction provided we comply with applicable professional rules, keep the information of each client confidential, are able to act in the best interests of each client and, if appropriate, use separate teams of lawyers.
- 15.4 If your matter develops such that it could require us to take action on your behalf adverse to the interests of any other client of any TLT LLP entity, we will be entitled to treat that aspect as a new matter and will not be bound to act on that matter.

16 Our duties to the court

- 16.1 Your matter may involve court proceedings.
- 16.2 All solicitors have a professional duty to uphold the rule of law and the proper administration of justice. We must comply with our duties to the court, even where this conflicts with our obligations to you. This means that we must not:
- 16.2.1 attempt to deceive or knowingly or recklessly mislead the court;
 - 16.2.2 be complicit in another person deceiving or misleading the court;
 - 16.2.3 place ourselves in contempt of court; and
 - 16.2.4 make or offer payments to witnesses which depend on their evidence or the outcome of the case.
- 16.3 We must also comply with court orders that put obligations on us and ensure that evidence relating to sensitive issues is not misused.

17 Complaints

- 17.1 If you would like to discuss how we can improve our service to you, or if you are dissatisfied with any aspect of our service at any time, please raise the matter with the person you deal with, or with their supervising partner named in your engagement letter.
- 17.2 In the event that you feel unable to speak with the supervising partner, or are not satisfied with the response, please write, or speak, to John Paul Sheridan, on +44 (0)333 006 1038 by email JohnPaul.Sheridan@TLTsolicitors.com or by post at 140 West George Street, Glasgow G2 2HG
- 17.3 Our complaints procedure can be found on our website at www.tltsolicitors.com and a copy can be sent to you by e-mail or post on request.
- 17.4 You may be entitled to have your complaint dealt with by the Scottish Legal Complaints Commission, The Stamp Office, 10-14 Waterloo Place, Edinburgh EH1 3EG or at email enquiries@scottishlegalcomplaints.org.uk or telephone +44 (0)131 201 2130. There are time limits within which you need to bring a complaint which in general depend on when we provided the service about which you wish to complain. You can check the applicable time limit by contacting the SLCC or visiting the website www.scottishlegalcomplaints.org.

- 17.5 As well as your right to complain about any of our bills under our complaints procedure, you also have a right under the Civil Litigation (Expenses and Group Proceedings) (Scotland) Act 2018 to ask for the account to be looked at independently by way of taxation of the account. This process is carried out by an Auditor of the Court. By agreeing to these terms and conditions you agree that the nominated person to make an assessment of our fee is the Auditor of the Royal Faculty of Procurators in Glasgow. We will agree to a taxed fee provided the invoice in dispute is paid by you in full and that you also pay in full any fee charged by the Auditor. Any refund that may be due to you following the taxation will be paid by us within 14 days of the decision by the Auditor. You should be aware that your fee may be increased as well as decreased following taxation.
- 17.6 The Scottish Legal Complaints Commission can help you if you are concerned about our behaviour. This could be for things like dishonesty, taking or losing your money or treating you unfairly because of your age, a disability or other characteristic. The SLCC will pass any complaints about our behaviour to the Law Society of Scotland which regulates the conduct of solicitors.
- 17.7 TLT LLP is regulated by the Financial Conduct Authority to carry out Insurance Mediation Activities, which are broadly the advising on, arranging and administration of insurance contracts. As part of our services, we may help arrange the most suitable insurance policy for your needs or provide advice on the merits of a particular insurance policy. In such cases we shall provide you with a statement setting out clearly our understanding of your requirements in respect of insurance cover, and to confirm to you the reasons for recommending a contract of insurance. If you feel that we have not done this, please contact us so we can do our best to resolve the problem. Where you are not satisfied with our final response, you may be eligible to refer the matter to the Financial Ombudsman's Service for independent arbitration. Further details can be found on www.financial-ombudsman.org.uk.

18 Equality and diversity

- 18.1 We are committed to providing the same level of service to all clients regardless of any of the characteristics protected by law.
- 18.2 At your request, we will implement any adjustments that are considered to be reasonable, which will include consideration of cost and availability of provision, to ensure that you are not put at a substantial disadvantage when dealing with TLT LLP. Adjustments include the provision of additional equipment, provision of interpreters and providing information in a format that is appropriate to you.
- 18.3 If you require this information in an alternative format, such as audio, large print or Braille, please contact us on +44 (0)333 006 1529.
- 18.4 Where possible we will ensure that appropriate facilities are available to enable you to meet any religious commitments you may have and try to avoid arranging meetings at significant times or days. Please let us know of any dates and times to avoid when you first instruct us.

19 Our liability to you

- 19.1 In relation to any work we do, or services we provide to you, under these terms of business, your relationship with us is solely and exclusively with TLT LLP.
- 19.2 We have a duty to carry out your work to a reasonable level of skill and care. The duty to carry out work for you rests solely with TLT LLP and not with any individuals involved in acting for you, who do so only as representatives of TLT LLP. No member of TLT LLP will be personally liable to you for providing services under these terms of business or for any loss or damage arising out of it, howsoever arising, and you waive any such claim. None of our employees, staff or affiliated entities will be personally liable to you for providing services under these terms of business or for any loss or damage arising out of it, howsoever arising, and you waive any such claim. All our members, employees, staff and affiliated entities shall have the benefit of this clause such that they have the right to enforce this clause on their own behalf.
- 19.3 We are not responsible for any failure to advise or comment on any matter which falls outside the scope and limitations set out in our engagement letter.
- 19.4 We will not be liable if any loss is due to the provision of false, misleading or incomplete information or documents (save where we should reasonably have discovered the false, misleading or incomplete information or documents) or due to the acts or omissions of any person other than TLT LLP.
- 19.5 We do not owe, nor do we accept, any duty to any person other than you and we do not accept any liability or responsibility for any consequences arising from reliance upon our advice by any person other than you. You agree to indemnify us against any liabilities, losses, damages, costs or expenses we incur arising out of any claims brought against us by third parties arising out of or in connection with our work for you.
- 19.6 Where we act for more than one client on a matter, then our liability cap shall be equally apportioned among all such clients and each of you agrees that such apportionment is reasonable.
- 19.7 Our maximum aggregate liability to you (or any other party we have agreed may benefit from and rely on our services) in this matter shall be limited to the amount specified in the engagement letter or, if no amount is specified, to £3 million including interest and costs.
- 19.8 You agree that we will not be liable for loss:
- 19.8.1 not arising directly from our breach of contract or breach of duty to you (whether in tort or otherwise) in the work we do for you;
 - 19.8.2 of revenue;
 - 19.8.3 of profit;
 - 19.8.4 of contracts;
 - 19.8.5 of or corruption to data;
 - 19.8.6 of anticipated savings;
 - 19.8.7 of business opportunity; or
 - 19.8.8 of goodwill or damage to reputation, even where the above might have been foreseeable at the start of the matter.
- 19.9 Where you have suffered any loss or damage as a result of any fault or breach of duty on our part in the course of providing the services, then our liability to you shall be limited to a just and equitable proportion of the total loss or damage you have suffered, having regard to the extent of your responsibility for that loss or damage, and that of any other person who is also liable to you in respect of any part of that loss or damage. In assessing the extent of responsibility of any other person under this clause there shall be disregarded: firstly, the ability of that person to make payments in respect of your loss or damage; secondly, any limitation of liability that you agreed with that person if our own liability to you under this clause would have been less if the other person had not so limited its liability; thirdly, the fact that the other person no longer exists or is no longer liable, and fourthly, the absence of that other person as a witness or party in any dispute concerning us. Our liability cap applies after the operation of this clause.

19.10 Nothing in this contract shall exclude or restrict our liability to any person for death or personal injury, fraud, wilful misconduct or dishonesty.

19.11 Any claim for breach of contract, breach of duty or act of negligence or otherwise whatsoever arising out of or in connection with this engagement shall be brought against us within five years of the receipt of our bill in connection with the matter where there may have been an act or omission alleged to have caused the loss in question.

19.12 We hold compulsory professional indemnity insurance. Details of our insurers are available on request.

20 **Law and jurisdiction**

20.1 The contract shall be subject to and governed by the law of Scotland. Any dispute arising from or under the contract shall be subject to the exclusive jurisdiction of the courts in Scotland.