

Introduction

All work carried out by City Legal (also referred to as "we" or "us") for you as our client is subject to these terms and conditions of business, except to the extent that any changes are expressly agreed with you in writing.

1. City Legal Services

'City Legal' and 'City Legal Services' are trading styles of City Legal Services Limited registered in England and Wales under Company Number 9179580. We are Authorised and regulated by the Office of Immigration Services Commissioner (OISC) under registration number F201400889. We are also accredited by the Law Society LS0337177.

We are currently not VAT registered.

2. Place and Hours of Business

Our office is located at 22 Peterborough Road, Harrow, HA1 2BQ. Our usual office hours are between 09:00 and 17:00. Appointments can be made outside these hours by arrangement. Your legal advisor will advise you if they are meeting you somewhere else in advance.

3. Our Aim and Service Levels

Our aim is to provide you with the highest quality legal advice with a personal service at a fair cost. As a start, we hope it is helpful to you to set out in this statement the basis on which we will provide our professional services.

3.1 You give us full authority to act for you to the extent necessary or desirable to provide the Services. In particular, we may engage barristers, specialists and other third parties and incur on your behalf reasonable expenses of a type which it is deemed necessary or desirable to incur in relation to the Services instructed to act upon.

3.2 If we require, you will contract directly with any third party so engaged by us and assume direct responsibility to them for the payment of their fees and expenses.

3.3 We will carry out the work in a prompt, efficient and professional manner and in accordance with the following service levels.

3.4 We will keep you updated with the progress of your work as described in the Engagement Letter.

3.5 We will communicate with you in plain language and by such method as you may request. Unless you withdraw consent, we will communicate with others by such method, but we cannot be responsible for the security of the communication.

3.6 We will explain to you the work required as your matter progresses.

3.7 We will keep you updated on whether the likely outcomes still justify the likely costs and risks associated with your work whenever there is a material change in circumstances.

3.8 We will continue to review whether there are alternative methods by which your work can be funded.

3.9 We will keep you updated on the likely timescales for each stage of the work and any important changes in those estimates.

3.10 We will inform you if any unforeseen additional work becomes necessary (for example, your requirements circumstances significantly change). We will also inform you of estimated costs in writing before any significant extra charges and expenses are incurred.

3.11 We will advise you of any changes in the law applicable to and during the work.

4. Scope of our Services

When you give us new instructions, we will send you a Letter of Engagement acknowledging your instructions and setting out the services which we will provide. Letter of Engagement should be read in conjunction with these Terms of Business and together they constitute our "Agreement". If there is any inconsistency between the Letter of Engagement and these Conditions, the letter will take precedence.

5. Our advice and your instructions

5.1 As part of our engagement you are obliged to ensure that we know the full background to your work, give us timely and accurate instructions, tell us promptly of any change in circumstances having a bearing on your work,

respond promptly to our requests for instructions and information and tell us promptly if you have any queries or concerns.

5.2 We will only advise on the law applicable in England and Wales. If you require advice on the laws in other jurisdictions, we will, with your agreement, instruct lawyers practicing in those laws to give such advice, on the same basis as we engage other third parties on your behalf

5.3 Our role and advice will be strictly limited to advising on the legal issues raised in your instructions.

5.4 Advice given, and documents prepared by us, reflect the law in force at the time of delivery and, unless otherwise agreed in writing, are for use only in connection with the specific work on which we are instructed. You should review your legal documentation and procedures from time to time to ensure compliance with changes in law.

5.5 Unless specifically agreed in writing, we do not provide any financial advice, tax work or advice (or any work required as a result of any of the parties' tax planning), accountancy advice, pensions or pension planning, or advising on the fairness or reasonableness of any transaction. The responsibility for instructing your accountant, tax specialist or financial adviser will, unless otherwise agreed in writing, be yours.

5.6 Any advice provided by us will be based and be dependent upon the instructions, information and documentation supplied by you and/or your Company and you and/or your Company and other advisers, agents and employees. We will not be responsible for any consequences which may arise from a delay or failure by you, or them, to give us the instructions, information and documentation which we require to undertake your Work.

6. Responsibility of Work

The fee earner primarily responsible for the conduct of your transaction or case is detailed in the engagement letter along with relevant support staff (if applicable). Other members of the team may also handle your matter when necessary. We will try to avoid changing the people who handle your work, but if this cannot be avoided, we will inform you promptly.

7. Authority to Give Instructions

Unless we are acting for you personally you should tell us, at the outset of a matter, who is properly authorised to give us instructions. Unless advised otherwise, we will assume that we are authorised to accept instructions from any person whom we reasonably believe to have authority to give instructions to us (this will include, in the case of a corporate entity, any of your Directors, Officers and Employees) and that we may act on instructions given orally, in writing or electronically.

8. Your Obligations and Acknowledgement

8.1 You will

- give us clear and timely instructions, information and such material necessary or desirable for us to perform the Services for you;
- deal with all queries in a prompt and courteous manner;
- notify us of any restrictions or issues which you are aware of which may impact on our ability to carry out the work;
- notify us immediately if you become aware of any conflict of interest or other reason which you believe will restrict or prevent us from acting for you;
- notify us immediately of any change in your details including your name, address or other information about you. We shall be entitled to charge you for costs of any third party used to trace you due to your failure to comply with this requirement;
- ensure that all information provided to us is complete in all material respects and not misleading.

8.2 If you are a company, we shall be entitled to assume that these Terms have been brought to the attention of, and have been accepted by, all directors and authorised officers of the company.

8.3 You acknowledge that:

- We shall not be responsible for failure to advise or comment on any matter which falls outside the scope of the

work as described in the Engagement Letter.

- Our legal services and advice provided pursuant to these Terms of Business are for your benefit only and cannot be used or relied upon for any other purpose or by any other person other than you without our prior written agreement.
- Where we act for two or more clients jointly it is on the clear understanding that we are authorised to act on instructions from either, both or any of them.
- We shall not be deemed to have knowledge of information from previous engagements for the purposes of the provision of the work referred to in the Engagement Letter. If you intend us to use any information already made available to another Team in the Firm as part of another engagement, you should inform us of this in writing and provide such information to us promptly.

9. Fees and Other Charges

Our fees and charges will be calculated on the basis set out in our Letter of Engagement or as otherwise agreed with you. We normally operate a fixed fee arrangement which will be agreed with you in advance.

If we operate on hourly rate basis, we will inform this to you on our engagement letter and will maintain a record of the time spent on your matter by each of our lawyers or legal advisors. Unless otherwise agreed, our charges are calculated primarily by reference to the time spent on a matter. Time is charged in units of 6 minutes. Short phone calls and routine outgoing emails and letters are recorded as a single unit and all other work is recorded in units of 6 minutes. Our charge rates are subject to periodic review, normally on an annual basis. If, as a result of a review, our charge rates are varied, we will notify you of the changes and the revised rates will take effect from the date of the notification or as otherwise agreed with you. Our charge rates may also be adjusted periodically to reflect the increase in seniority of the fee earners working on your matter.

When we incur expenses and disbursements on your behalf you agree to reimburse us.

Usually we will ask you to fund these items in advance. These may include, for example, Court fees, witness expenses, Counsel's fees, expert's fees, document preparation and photocopying expenses, external conference call charges, courier and guaranteed delivery expenses, travel, meals at meetings, subsistence and incurred accommodation expenses. When incurring these charges, we will aim for the lowest reasonably available cost.

We will advise you of these charges as they arise or within a reasonable period. Additional costs that we incur on your behalf will be clearly identified in our invoices. Substantial or unusual expenses will be discussed and agreed with you in advance.

During the course of our engagement, if we become VAT registered, Any Value Added Tax (VAT) chargeable upon amounts invoiced by us is payable in addition to our fees and charges. We will deliver an appropriate VAT invoice to you if this happens. If you have arranged with a third party for the payment of our fees, the third party will not normally be entitled to recover any VAT element and if you are registered for VAT, the VAT element will be invoiced to you so that you may recover the VAT as Input Tax.

Where we incur an expense on your behalf, we will usually add VAT to that item as required by tax legislation.

The basis on which our hourly rates are worked out is listed below. We review the hourly rate on 1 April of each year and we will notify you of any change in the rate in writing. The rates are excluding any VAT and we will apply VAT once we become registered.

Case Worker	Hourly Rate
Lawyer with 5+ years of experience and qualified at OISC Level 3	£225
Lawyer with 3+ years of experience or qualified at OISC Level 2 or above	£200
Lawyer with 1+ years of experience or qualified at OISC Level 1 or above.	£180

10. Billing and Payment Terms

Usually we will ask for payments on account of our fees and VAT (if applicable).

It is our standard practice to bill all outstanding fees and disbursements/expenses on a regular basis as the matter progresses. This will usually be monthly or 3 monthly intervals, unless otherwise agreed with you. A breakdown of any invoice will be provided on request. If an invoice or part thereof remains outstanding after 7 days from the date of delivery, we will charge interest and may suspend work on all matters on which we are advising you and/or terminate our retainer. In addition, all our other invoices if any will become immediately due and payable.

Our invoices must be paid without any deduction or withholding on account of taxes or other charges. You have a right to object to a bill by way of our complaint procedure and/or by making a complaint to the Office of Immigration Services Commissioner.

We will usually confirm to you by post or email the appropriate method by which you can pay money to us depending upon the type of work we are doing for you. The usual methods that we will accept are:

- Personal cheque paid into our account at least 6 clear working days prior to use.
- Cheque drawn on a building society account or a banker's draft (i.e. a cheque or draft signed by the bank or building society) paid into our account at least 6 working days prior to use.
- By credit or debit card at our office or on our website. We reserve the right to charge an administration fee for payment made by credit or debit card. The administration fee will be explained at the time of payment.
- By direct transfer into our Bank. Our Bank details will only be provided to you to enable you to pay money into our account by direct transfer and you will not be authorised to use our account details for any other purpose.
- By Direct Debit for any recurring fees.
- Cash up to a maximum of £1,500, subject to our anti-money laundering policy (see 11 below).

If an invoice remains unpaid after 7 days, you agree that the firm shall be entitled to:

- charge interest on the overdue amount on a daily basis at 8% per annum from the date of the invoice;
- apply any funds held in our client account on your behalf for the payment of any unpaid invoices in respect of any work dealt with by us on your behalf, except for those funds which are held by us for a specific purpose; and
- Charge an administration fee of £50 plus VAT (if applicable).

If you do not pay any invoice by the end of the Credit Period, or the sum we have requested on account within 7 days (or such longer period as we may specify in the Engagement Letter) of our demand for payment, we may suspend or terminate the provision of all or any Services being undertaken by the Firm (and instruct any third party engaged by us to suspend the provision of their services) and may invoice you for all accrued fees and expenses.

If we cease acting for you for whatever reason, you will be liable for all charges and disbursements incurred up to the time we cease acting for you. In addition, you will also be liable for any further charges or disbursements incurred (e.g.) applying to the court for the Firm to be removed from the Court's record as acting for you.

11. Money Laundering, Proceeds of Crime and Combating the Financing of Terrorism

Money laundering and associated regulations place certain obligations upon players. As part of these obligations we are required to verify the identity of our clients and the source and destination of any funds before any instructions can be carried out. We are also required to disclose to the appropriate authorities any suspicions of money laundering. We will not be able to inform you of any such disclosure.

We may carry out identity and anti-money laundering checks on all individuals relevant to your matter in order to comply with our anti-money laundering obligations. By instructing us, you consent to us completing an electronic identity check on your behalf.

We have no liability for any consequential loss arising as a result of our compliance with statutory or regulatory obligations and our fees may include a charge for complying with those obligations.

12. Client Money

Unless we agree otherwise with you, any money that we hold for you will be deposited in a separate client bank account in accordance with the requirements of the Immigration Services Commissioner (OISC).

If we hold money on your behalf we will, pay interest to you equivalent to the rate which would be payable on a Barclays Bank Savings Account except where we have agreed otherwise or the interest payable would not exceed £20. It is your responsibility to declare any such interest received to HMRC.

We will not be responsible for any loss due to any mistake or failure by the relevant Bank, or by reason of the insolvency of the relevant Bank or withdrawal of any necessary license, authorisation or permission required to carry on banking or deposit taking activities under applicable law.

Where a third party seeks to deposit money into our client bank account in connection with our work for you, we may ask further documents in order to satisfy anti-money laundering requirements in respect of the third party before the money can be accepted by us. We shall have no liability for any loss that may be caused as a result of a failure to supply information or documentation that we need to satisfy those requirements. We may apply any money that we hold for you towards the discharge of our outstanding accounts, provided the money is not held for a specific purpose.

13. Electronic Communication

All our staff have email addresses. Unless otherwise directed by you, we may correspond by means of electronic mail. We each agree to accept the risks of using electronic mail, including but not limited to the risks of viruses, interception and unauthorised access.

We each agree to use commercially reasonable procedures to check for commonly known viruses in information sent and received electronically, but we recognise

that such procedures cannot be a guarantee that transmissions will be virus free.

14. Confidentiality and Disclosure

We will keep confidential information received from you while acting in connection with any matter unless:-

- We have your authority to disclose it; or
- Disclosure is required in order to deal with and progress your matter;
- We are required to disclose it by law; or
- The information is in or comes into the public domain without any breach of confidentiality on our part, or we are required to disclose it by the regulatory or fiscal authorities, in which case, to the extent that we are permitted to do so we will endeavour to give you as much advance notice as possible of any such required disclosures.

We owe the same duty of confidentiality to all of our clients. Therefore, we will not disclose to you any information given to us in confidence in relation to any other matter, even if it is material to yours, without that client's prior consent.

You agree that (subject always to applicable rules and with appropriate safeguards in place to ensure that access to relevant confidential information we hold is restricted) we may act for you even though we hold confidential information relating to another party which may be material to you.

We may in the past have advised, or may now or in the future advise, other clients whose interests differ from yours. In advising such other clients we may come into possession of confidential information which would be material to you. In addition, confidential information we hold about you may be material to such other clients. You agree that our duty of confidentiality to you will be satisfied by putting appropriate safeguards in place, in accordance with applicable rules, to ensure that access to your relevant confidential information we hold is restricted. Where such measures are in place, you agree that you will not seek to prevent us from acting

for other clients by reason of our holding your confidential information.

From time to time we engage external organisations to audit client files, they and our insurers, our regulators and our professional advisors may require access to your files and/or confidential information in order to carry out their functions. Unless you instruct otherwise, we will assume your consent to such audit and/or access. We will require these organisations to comply with our confidentiality procedures in respect of information of which they become aware. Please note that our regulator Office of Immigration Services Commissioner does not require permission to inspect our client files.

15. Limited Companies and Limited Liability Partnerships

When we accept instructions from a limited company or limited liability partnership, we

may require the directors or members and/or controlling shareholders personally to guarantee our charges and expenses. If such a request is refused, we will be entitled to stop acting and will require immediate payment of our charges and expenses.

By agreeing to these Terms of Business you acknowledge and accept that you have notified all relevant directors or members and/or shareholders of the personal guarantee and that they have accepted and agreed to the same.

16. Complaints and Suggestions

We aim to provide high quality advice and service. We welcome any suggestions that help us to improve our service. We recognise that on occasion, things can go wrong. To raise a concern or make a complaint about our services or a bill please, in the first instance, raise it with your legal advisor. If you do not consider this appropriate, or they are not able to resolve the problem, please contact the complaints manager. Their details are provided in our letter of engagement.

We want the opportunity to put matters right and we hope and expect to be able to reach a satisfactory solution with you. If we cannot reach a solution together, you can pursue your complaint with the Office of Immigration Services Commissioner by writing to Complaints Team, 5th Floor 21 Bloomsbury

Street London WC1B 3HF or by email at info@oisc.gov.uk; Telephone: 0345 000 0046 Fax:020 7211 1553 Website: www.oisc.gov.uk. A copy of our Client Complaints Procedure is available on request and accessible on our website.

If we are not able to settle your complaint or if it is outside of OISC's jurisdiction and it relates to a contract, we entered into with you online or by other electronic means, you may be able to send your complaint to a certified alternative dispute resolution ('ADR') provider in the UK using the EU 'ODR platform'.

The ODR platform, which is available for disputes in the UK and abroad, is an interactive website for consumers and traders who want to sort out disputes relating to online contracts for goods or services. The website address for the ODR platform is <http://ec.europa.eu/odr/>.

17. Conflicts

Our procedures are designed to prevent us acting for one client where there is a risk of a material conflict with the interests of another client. If you are aware, or become aware of a possible conflict of this type please raise it immediately with your legal advisor. If a conflict of this nature arises, then it will be up to us, taking account of legal constraints, professional rules and your (and the other client's) interests and wishes, to decide whether we should continue to act for both parties, for one only or for neither.

18. Intellectual Property Rights

You will have the full right and licence to use copies of materials we create for you for the particular purpose for which they were prepared. However, all copyright and other intellectual property rights in all documents, reports, written or electronic advice or other material provided by us to you remains with us. If you wish to use copies of these materials for purposes other than those for which they were prepared, this will require our permission.

19. Storage & Transfer of Files

On completion of matters, we will return your original documents to you unless otherwise agreed with you. It is important that you keep all documents that relate in any way to the matter in respect of which you have instructed us. This also includes electronic

data such as emails and archive data. If you are required to hand over any original documents to us, you will, if necessary, be given copies of those documents as soon as reasonably practicable.

After completing any matter on your behalf, we are entitled to retain all your papers and documents while there is money owing to us for our charges and expenses. We will retain our files along with any electronic versions of your file (except for any of your papers which you ask to be returned to you, or which we decide to return to you) for a minimum of 6 years from the completion of the matter (or such longer period as we advise in writing when we close your file) in line with the Commissioner's Code of Standards after which they may be destroyed without further notice. We will store documents and papers electronically or by other means convenient for us.

We will not charge for retrieving papers or documents from storage in relation to continuing or new instructions for us to act on your behalf, however, in other circumstances we may make a charge based on time spent producing stored papers or documents to you or to another at your request.

If you wish to instruct other firms to deal with your matter, we will transfer your file to your chosen adviser on request. If you request your case be transferred to another organisation, irrespective of whether any payment is outstanding, all documents relating to your case including full case file will be transferred as soon as possible and, in any event, no later than three working days of the request being made. You must however be required to pay any outstanding fees despite of the files being transferred. We may also charge for reviewing papers in order to comply with your instructions on storage. We reserve the right to make an administration charge based on the time spent minimum of £40 plus VAT (if applicable) in retrieval and any perusal of documents, copying or other work necessary to comply with the instructions given by you or on your behalf

20. Instructions to other Professionals

Should we need to instruct other lawyers or professionals (expert witnesses, accountants, Counsel and so on) we do so, unless otherwise agreed, on your behalf and as your agent. They will be responsible to

you for the quality and accuracy of the advice they provide and you will be responsible directly for any payment of their fees and expenses. Before making any such appointment on your behalf, we will consult with you and seek your agreement to the appointment. If you are dissatisfied with the service provided by an instructed professional, please refer to our complaint policy.

21. Professional Indemnity Insurance

Our firm maintain a Professional Indemnity (PI) Insurance. Our Insurance providers are Hiscox Ltd, the details of the policy are available upon request.

22. Limitation of Liability

Under no circumstances shall our liability to you for damages for breach of contract, negligence, other tort, breach of trust or otherwise (including legal costs) exceed £250,000.

23. Data Protection

We confirm that we are the Data Controller of personal information (personal data) relating to living individuals who are either a named client or through whom we conduct our relationship with you. The information we hold may also contain special category data. We will process such data in accordance with the provisions of the General Data Protection Regulation and Data Protection Act 2018.

By instructing us you are entering in to a contract with us and therefore we have a lawful reason for processing your data, both manually and by electronic means, for the purposes of providing advice, as well as administration and management of your file. We also have the lawful right to process your data because we have a legitimate interest in providing you with a service.

"Processing" includes obtaining, recording or holding information or data, transferring it to other companies associated with us, service providers, the OISC or any other statutory, governmental or regulatory body for legitimate purposes including, where relevant, to other solicitors and/or other debt collection agencies for debt collection purposes and carrying out operations on the information or data.

We will not pass your personal information to parties located outside of the European

Economic Area (EEA). We will obtain your permission to contact you with details of any similar services that we may offer or for related marketing purposes which we think may be of interest to you. If you do not want us to contact you for marketing purposes, please let us know by contacting our marketing department. You may contact via post, email or phone using the details below.

- By post:
Marketing Department
City Legal Services Ltd
22 Peterborough Road
Harrow,
HA1 2BQ
- By phone: 0330 058 3929
- By email:
enquiries@citylegalservices.co.uk

You can also opt out by clicking on the unsubscribe link in any marketing email we send you. All staff members of our firm will treat all personal data and special category data as confidential and will not process it other than for a legitimate purpose. Steps will be taken to ensure that the information is accurate, kept up to date and not kept for longer than is necessary. Measures will also be taken to safeguard against unauthorised or unlawful processing and accidental loss or destruction or damage to the data.

Subject to certain exceptions, you are entitled to have access to your personal and special category data held by us. To view our full privacy notice please visit our website <https://citylegalservices.co.uk/privacy-policy/> or a hard copy can be provided by contacting us as detailed above.

24. Termination or Suspension

You can ask us to stop work on your behalf at any time by writing to us. We may also cease or suspend work on any of your matters by written notice, but we will only do this where there are good reasons for our ceasing to work on the matter.

We would normally give you at least three working days' notice of termination with written reasons for the decision. Where practicable, we will inform you of other suitably qualified organisations that may be able and willing to act for you.

Reasons for termination of agreement may include, but are not limited to circumstances where we may consider that:-

- There is a credit or reputational risk to us;
- A conflict of interest arises;
- We are required by law to cease working for you.
- In our view the prospects of success do not merit us continuing to act for you
- You wish us to act in a manner which seriously conflicts with our advice and/or our responsibilities to a Court or to our Regulators.
- you do not return to us a signed engagement letter or provide other documents as requested;
- you do not provide funds on account when requested;
- you do not pay a sum due to us within 30 days of it becoming due for payment;
- we are not able to obtain sufficient instructions from you;
- We may also stop acting for you if you fail to comply with the Money Laundering provisions in clause 11 above.

Charges and expenses properly incurred by us in relation to your matter up to the date of termination will be payable by you. We will charge for any work carried on an hourly basis at the hourly rate of the case worker handling your case if this agreement is terminated by either party.

If you terminate instructions, the firm will arrange for all documents relating your case file to be returned to the you or to such third party as you may direct as soon as practicable.

25. Severance

If any provision in our agreement with you is invalid or unenforceable for any reason that shall not affect the remainder of our agreement with you.

26. Application and Prevailing Terms

These terms and conditions of business supersede any earlier terms of business we may have agreed with you.

If there is a conflict between these terms and conditions of business and any specific terms agreed with you in relation to an individual matter (for example, any terms set out in a Letter of Engagement) then the specific terms will prevail. It may be necessary to amend these terms and conditions of business from time to time. The most recent and up to date version is held on our website. Should you have any objections to these terms, please contact the person dealing with your matter.

27. Force Majeure

It is understood and agreed that neither of us will be liable to the other for any delay or failure to fulfil obligations caused by circumstances outside our reasonable control.

28. Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013

If you are a consumer these Regulations may apply to your contract. If we do not meet with you, or attend on you at a place other than one of our offices, for example, in your home, place of work, hospital or care home, or is undertaken on-line, then the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 may apply to the work. This means you have the right to cancel your instructions to us within 14 working days of receiving the Engagement Letter and Terms of Business. You can cancel your instructions in writing sent to the office and person dealing with your work. However, if we start work with your written consent within that period, you lose that right to cancel your instructions. You must pay for the services we have undertaken, and the fee will be based on the work we have done up to the date we are notified of your decision to cancel the contract. The fee will be proportionate to the work we have done in comparison with the full contracted service. If we complete the work before the end of the cancellation period, you lose the right to cancel the contract.

29. Governing Law and Disputes

The contract between you and City Legal Services Ltd is deemed to be made in England

and is governed by English law. Unless any alternative dispute resolution procedure is agreed with you from time to time, any dispute between us shall be subject to the exclusive jurisdiction of the courts of England and Wales.

30. Terms of Business

30.1 Although your continuing instructions in relation to the work, oral or in writing, will amount to an acceptance of these Terms of Business, it may not be possible for us to start work until we receive the signed Engagement letter back acknowledging the acceptance of this terms of business to keep on our file. To avoid unnecessary delay, we would ask that you attend to this matter immediately.

30.2 These Terms of Business are intended to be relied upon by you only and not by any third-party. Subject to anything to the contrary in these Terms of Business, or confirmed in writing, it is agreed by you and us that no third-party shall have the right to enforce or rely on any of the terms under the Contracts (Rights of Third Parties) Act 1999.

30.3 No variation of these Terms of Business will be effective unless agreed in writing and signed by a Director.

30.4 The Firm may assign all its rights under these Terms of Business.

30.5 These Terms of Business may be modified from time to time to have regard to changes in current practice and/or professional and regulatory requirements.

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