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1. INTRODUCTION

1.1. These terms and conditions of business outline the framework under which Christian Lavergne Solicitors (referred to as "we" or "us") will conduct work on your behalf. It is important to read this document together with our client care letter, as it supplements and is subject to the provisions outlined in the letter. Christian Lavergne Solicitors operates under the name Christian Lavergne Limited (Company Registration No: 08196478).

1.2. In case of any inconsistencies between these terms and conditions and our client care letter, the provisions of the client care letter will prevail.

1.3. Unless explicitly agreed otherwise, these terms and conditions of business will apply to any future instructions you provide us.

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1.4. By continuing to instruct us, you indicate your acceptance of these terms and conditions of business.

1.5. We trust that by sending our client care letter and these terms and conditions of business, we have addressed any questions you may have had regarding your engagement with our firm. However, if you have any further inquiries, please contact the partner/director responsible for this work, as mentioned in our client care letter and/or proposal document.

1.6. Please keep this document in a safe place for future reference, as it is an important record of our working relationship.

2. THOSE RESPONSIBLE FOR YOUR WORK

2.1. The work you have instructed us to carry out on your behalf is described in our client care letter. Where possible, we will confirm any change in your instructions in writing.

2.2. The advisers who will carry out most of the work in this matter and the director(s)/partner(s) of this firm with ultimate responsibility for this work and for you as a client

are set out in our client care letter. Other staff may carry out work for you. Usually, this will be apparent from letters or telephone calls which you receive from us, although sometimes people will be working "behind the scenes". Trainee solicitors and paralegals may do work for you under the supervision of solicitors. Their use is cost-effective where they perform tasks such as research, administration, and preparing first drafts of documents and letters. You may ask for details of all those working for you at any time.

2.3. If for any reason any of the advisers assisting you in this matter is unavailable, please ask for his or her secretary or another member of their team who will try to assist or take any message for you.

2.4. We aim to provide our service in an uninterrupted manner. However, you should be aware that there may be times when mail, courier, telephone, e-mail, or other electronic communication facilities are interrupted or suffer delays, preventing either you or us or some

other party with whom we are dealing on your behalf from sending or receiving messages or documents or delaying the delivery of such messages.

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2.5. While we make every effort to minimize any disruption or delays in communication, factors beyond our control, such as technical issues or external service provider failures, may occasionally affect the smooth flow of communication. We will promptly notify you of any significant disruptions or delays that may impact the progress of your matter.

2.6. In the event of interruptions or delays in communication, we will endeavour to find alternative means of communication or make alternative arrangements to ensure the timely and efficient handling of your matter. We appreciate your understanding and patience in such situations and assure you that we will take all reasonable steps to mitigate any resulting impact.

2.7. We value the security and confidentiality of your information. In the event of any disruptions or delays in communication, we will take appropriate measures to protect the confidentiality and integrity of your information, including using secure communication channels and maintaining secure storage systems.

2.8. If you have any concerns or questions regarding communication in relation to your matter, please do not hesitate to raise them with your assigned adviser or their secretary. We are committed to providing clear and effective communication throughout the duration of your engagement with our firm.

2.9. Whilst it is regrettable, we want to emphasize that we cannot accept responsibility or liability for any loss or damage resulting from any delay or interruption of any communications network, delivery system, or service of any electronic communication system for reasons beyond our control. We will make every effort to address and resolve any such issues promptly, but certain circumstances may be outside our direct control.

2.10. We understand the importance of continuity in handling your work, and we will strive to avoid changing the individuals responsible for your matter. However, if it becomes necessary to assign a different team member, we will promptly inform you of the change and provide you with the details of the new person who will be handling your matter.

2.11. It is important to note that some of the individuals providing advice to you may not be solicitors, although they work under the supervision of solicitors. We believe that this arrangement can benefit you because it allows us to draw upon a diverse range of disciplines

and backgrounds to address the specific issues involved in your work. We assume full responsibility for the work conducted by non-solicitors, just as we do for all our solicitors. If you would like a list of the non-solicitors working for us, please let us know, and we will be happy to provide it. Additionally, we will always inform you if a non-solicitor is assisting with your matter.

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2.12. As part of our commitment to quality, this firm operates a robust quality assurance system. Under this system, a solicitor who is not directly responsible for your matter may review your file to ensure that the highest standards of service and expertise are maintained.

2.13. It is important to clarify that everyone working on your behalf, whether solicitors or non-solicitors, does so as representatives of Christian Lavergne Solicitors and not in a personal capacity. They are bound by professional obligations and ethical standards to act in your best interest and in accordance with the law.

2.14. Copyright in any document created by us is and remains vested in us and will not be transferred to you. We may object to any misuse of such documents, including unauthorized reproduction or distribution, as we retain ownership of the intellectual property rights associated with our work.

2.15. We value your trust in our firm and assure you that we will make every effort to provide high-quality service and maintain effective communication throughout your engagement with us. If you have any concerns or questions regarding these matters or any other aspect of our service, please do not hesitate to raise them with your assigned adviser or our support staff. We are here to assist you and ensure your satisfaction.

3. OUR CHARGES

3.1. Our charges and fee structure are clearly outlined in our client care letter. Unless otherwise explicitly agreed, the basis of our charging is determined by the time spent on your matter, which is further explained in the following sections.

3.2. Depending on the nature of your work, we may be open to considering alternative charging arrangements, such as a fixed fee. If such an arrangement is feasible and agreed upon, the specific details will be clearly stated in our client care letter.

3.3. We understand the importance of providing you with a clear understanding of the potential costs involved. In our client care letter, we aim to offer the best estimate possible regarding

the overall costs, including a breakdown of charges, VAT, and any anticipated expenses. The accuracy and level of detail in the estimate will depend on the specific nature of your instructions. We recognize that certain cases may present challenges in predicting the exact time and associated charges. Therefore, the estimate provided will:

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3.3.1. Give a realistic estimation of charges and expenses; or

3.3.2. Offer a forecast within a reasonable range of charges and expenses; or

3.3.3. Explain the reasons why it is not possible to provide a fixed estimate or forecast of the overall costs, while instead providing you with the best information available regarding the cost of the next stage of the matter.

3.4. Please note that unless explicitly agreed otherwise, all estimates, quotations, or indications of costs are intended as a guide and are subject to potential changes. We will ensure any adjustments to costs are communicated to you promptly and transparently.

3.5. Should any unforeseen circumstances or additional work arise during the course of your matter, we will promptly inform you. We believe in maintaining open communication and will provide you with the necessary details and explanations regarding any additional charges or costs that may be incurred. We are committed to ensuring that you have a clear understanding of the financial aspects of your case, and we will work closely with you to manage any unexpected developments in a transparent and fair manner.

3.6. As part of our commitment to client satisfaction, we are available to discuss any concerns or queries you may have regarding our charges. Our goal is to provide you with a comprehensive understanding of our fee structure and ensure that you are comfortable with the financial arrangements before proceeding with our services.

3.7. We are committed to keeping you informed about any unforeseen additional work that may become necessary. In the event that it becomes apparent that a costs estimate or agreed upper limit may or will be exceeded, we will promptly notify you. If you subsequently request additional services beyond what was initially agreed upon, these services will be subject to a separate charge outside of any previously agreed costs.

3.8. To ensure transparency and accuracy in our billing, we maintain a detailed record of the time spent by each person working on your matter. Each adviser assigned to your case has a specified hourly charging rate, and we track time in units of six minutes. Our charges are primarily calculated based on the time spent on advising, including meetings with you and others involved, drafting and negotiating documents, preparing letters and file notes, conducting research, engaging in correspondence, making and receiving telephone calls, travel time, waiting time, and supervision of the matter. In determining our charges, we may

also consider factors such as the urgency, complexity, uniqueness, value, and outcomes of the work, as well as any urgent, varied, or delayed instructions.

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3.9. Our hourly rates are subject to periodic review, which takes place on 1 January of each calendar year. We may also conduct rate reviews at other times as necessary. Additionally, please be aware that the qualification levels of solicitors involved in your matter may increase over time. If any rate changes occur before the conclusion of your matter, we will promptly notify you of the updated rates.

3.10. In the event that we are unable to complete the work as initially anticipated, we will charge you for the work already performed and any expenses incurred, in accordance with the terms outlined in Paragraph 3.

3.11. We encourage you to remember that you have the right to request full details of the charges and expenses incurred in relation to your matter at any time. We are committed to providing you with comprehensive information regarding the financial aspects of your case, and we will gladly provide a breakdown of all charges and expenses upon your request.

4. EXPENSES AND VAT

4.1. In addition to our professional charges, it is necessary for you to pay in advance (as outlined below) for all disbursements and expenses incurred by us during the course of handling your matter. These expenses may include, but are not limited to, court fees, fees for counsel or barristers, fees for agents and experts, search fees, stamp duty, stamp duty land tax, land registry fees, registration fees, courier fees, costs draftsman's fees, company searches, telephone conference calls, secretarial support outside normal business hours, and travel expenses. Routine telephone calls, postage, and photocopying costs are included in

our charges and will not be billed separately. Any expenses incurred will be itemized in our bills for your reference.

4.2. Value Added Tax (VAT) will not be charged on our professional charges as we are not VAT registered. Additionally, VAT will be payable on certain expenses and disbursements in accordance with the prevailing tax regulations.

Please note that the VAT rate and specific expenses subject to VAT may vary based on local tax laws and regulations. We will provide you with detailed information on VAT charges and applicable expenses in our billing statements to ensure transparency and compliance.

5. PAYMENT ON ACCOUNT

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5.1. Periodically, we may request that you make payments in advance to cover our anticipated charges, disbursements, and expenses. These advance payments serve to facilitate the smooth progress of your matter and prevent any unnecessary delays. It is important to note that failure to comply with these payment requests may result in our inability to continue representing you. We kindly ask for your cooperation in promptly fulfilling such payment obligations when they arise.

6. THIRD PARTIES

6.1. We understand the importance of transparency in financial matters, especially when it involves payments to third parties. Therefore, we will make every effort to provide you with advance notice regarding the anticipated payments you may be required to make to third parties. This may include fees for services rendered by counsel, registration fees, or any other expenses related to your matter. We will also inform you about the specific stages of your case when these payments are likely to be necessary, allowing you to plan accordingly.

6.2. In certain instances, it may be necessary to engage the services of other professionals to assist in representing your interests. These professionals could include accountants, psychologists, ISWs or other lawyers who are not directly affiliated with our firm as consultants or subcontractors. In such cases, we may request that you enter into a contractual agreement with these professionals and make direct payments towards their charges. It is important to note that when we engage these professionals on your behalf, we do so as your agent, acting in your best interests.

6.3 While we exercise care and diligence in selecting and engaging these professionals, it is important to understand that we cannot assume liability for any acts or omissions on their part. They operate independently and are responsible for their own professional conduct. Rest assured, we will make every effort to ensure that any professionals we engage on your behalf are qualified and competent to assist with your legal needs.

7. INVOICING ARRANGEMENTS

7.1. Our invoicing arrangements are designed to provide you with clarity and transparency regarding our charges and expenses. Unless we agree otherwise, we may issue interim bills for our services and expenses while the work is in progress. This approach allows you to

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monitor and budget for the costs associated with your matter as it unfolds. Once the work on a particular matter is completed, we will send you a final account.

7.2. At times, we may issue separate bills specifically for disbursements and expenses incurred on your behalf.

7.3. We kindly request that accounts be settled within 28 days of the invoice date. If payment is not received within this timeframe, we reserve the right to charge interest on the outstanding balance at the rate stipulated by the Law Society, which may vary from time to time. Interest will be calculated from the last date the bill was due for payment.

7.4. In situations where we become liable to a third party for fees or expenses incurred on your behalf, and if we have already issued you a final bill, we may send you additional bills to cover these outstanding disbursements, to the extent that they were not included in the final bill.

7.5. Should you request us to issue bills marked as payable by a third party, and if we agree to this request, it is important to note that you will remain liable for any VAT applicable to the bill. Additionally, you will be responsible for paying the bill or any remaining balance if the third party fails to make the payment by the due date.

7.6. While there is an outstanding balance on your account, we may retain all papers and documents belonging to you.

7.7. If you have made advance payments for anticipated charges, expenses, and disbursements, or if we recover or receive any funds from a third party on your behalf, we may

utilize these funds to partially or fully settle any outstanding bills at any time, subject to any restrictions imposed by a third party or court.

7.8. If you instruct us to respond to a letter from your auditors on your behalf, we may charge you for the cost of this service at our applicable hourly rates.

7.9. Unless otherwise agreed, all invoices will be issued in pounds sterling.

7.10. If you have any questions or concerns regarding your account, please contact the partner of our firm who holds ultimate responsibility for your matter without delay.

7.11. It is important to note that you have the right to object to a bill and apply for an assessment of the bill under Part III of the Solicitors Act 1974.

8. RECOVERY OF COSTS IN LITIGATION MATTERS

8.1. Depending on your circumstances, you may be eligible for public funding (also known as legal aid) to cover the costs of your matter. If we are unable to provide you with public funding or assist you in making an application on your behalf, we can refer you to another firm that can assess your eligibility and provide the necessary assistance.

8.2. It is important to consider whether your costs can be covered by an insurance policy. Before instructing us to undertake any work on your behalf, we recommend checking with your insurers to determine the level and extent of coverage available. Please note that insurance coverage is rarely obtainable retrospectively.

8.3. In certain situations, your costs may be covered by a third party such as an employer or a trade union. As with insurance, it is essential to verify the level and extent of coverage provided by the relevant body before instructing us to proceed, as retroactive coverage is rarely available.

8.4. In litigation cases, the general rule is that the unsuccessful party is responsible for paying the reasonable charges and expenses of the successful party. In the event that the parties cannot agree on these costs, they will be assessed by the court. It is important to note that the

court may only order the other party to pay a portion, rather than the entirety, of your legal charges and expenses.

8.5. As your legal representatives, we will make every effort to recover the maximum amount of legal charges and expenses from the other party if you are successful in your case. However, it is important to understand that you will remain responsible for any shortfall and for paying your own legal charges and expenses if the other party fails to make payment for any reason.

8.6. In certain circumstances, particularly if you lose all or part of your case, the court may order you to pay the legal charges and expenses of the other party. These costs would be in addition to your own legal charges and expenses. It may be possible to obtain insurance coverage to protect against this risk, and upon request, we can provide you with further information.

8.7. If you are unsuccessful at a court hearing during the course of your case, the court may order you to pay specific legal charges and expenses immediately or within a specified timeframe, typically within 14 days.

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8.8. Different rules apply to the recovery of legal charges and expenses in lower value cases (usually £5,000 or less) that fall within the small claims court procedure. Generally, each party will be responsible for their own legal charges and expenses in such cases, subject to the discretion of the court.

9. COUNSEL'S OPINIONS

9.1. If you instruct us to seek the opinion of a barrister, subject to obtaining the barrister's consent, we may store a copy of the opinion, whether electronically or in another format, within our internal know-how system. This allows us to maintain a comprehensive record of legal advice received and enhances the knowledge and resources available to our team for future reference and analysis.

10. E-MAILS AND STORAGE OF PAPERS AND DEEDS

10.1. Unless you provide specific instructions to the contrary, we may utilize email communication when representing you. It is important to note that while we take precautions to maintain security, we cannot guarantee the absolute security of email. If you have concerns regarding the use of email, please inform us, and we will accommodate your preferences.

10.2. Following the conclusion of your matter, we will retain our file of papers for a period of up to 6 years from the date of sending you our final bill, unless you request the return of specific documents. After this period, we may proceed to destroy the file. However, any documents you request us to deposit in safe custody will not be destroyed, although we reserve the right to charge a fee for their storage.

10.3. In most cases, we do not impose charges for retrieving stored papers or deeds in response to your ongoing or new instructions. However, we reserve the right to charge for the time spent on tasks such as reading papers, writing letters, or any other work necessary to comply with your instructions, as well as for the cost of returning the papers to you or to other solicitors.

10A. If, at any point during or after the conclusion of this matter, we have a legal duty to disclose documentation or provide information orally or in writing relating to you or the matter

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itself, we may pass on the cost of complying with this duty to you. In situations where legal privilege applies to specific documents, we will notify you and seek your decision on waiving privilege. Should you choose not to waive privilege, we may charge you for the time and expenses incurred in preserving privilege on your behalf, at the prevailing hourly rates.

11. MONEY LAUNDERING

11.1. As a solicitor firm, we are obligated by law to implement measures to mitigate the risk of money laundering.

11.2. To ensure compliance with anti-money laundering regulations, we kindly request that you provide us with documentation to verify your identity and address as soon as possible. Typically, we require your passport as well as two documents that confirm your address, such as recent utility bills, council tax statements, or bank statements.

11.3. While we generally discourage cash payments, there may be exceptional circumstances where we accept cash up to a limit of £500.

11.4. At the commencement of any matter, we will typically inquire about the source of funds you intend to use. It is preferable if the source is an account held in your name at a UK bank or building society. If the source is atypical, such as an account in another country or under a different individual's name, please notify us as early as possible and provide an explanation.

11.5. Safeguarding client confidentiality is of utmost importance to us. However, the Proceeds of Crime Act 2002 requires us to report information about financial offenses to the Serious Organized Crime Agency. This obligation applies even to relatively small amounts of money and encompasses all offenses, including tax evasion and benefit fraud.

11.6. If we are obliged to make such a report, we may not be permitted to inform you due to legal restrictions on "tipping off." Reporting may trigger investigations by the police, Inland Revenue, or other authorities. There are exceptions to this rule. If you have concerns about the potential impact on your situation, please feel free to seek clarification from us.

12. DATA PROTECTION

12.1. If your instructions necessitate the processing of personal data as defined by the Data Protection Act 2018 (as amended from time to time) ("DPA"), we will act as a data processor (as defined in the DPA). You will retain the role of data controller (as defined in the DPA) for the purposes of such processing.

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12.2. We commit to processing personal data solely in accordance with your instructions and in compliance with the principles outlined in the DPA.

12.3. In relation to personal data provided to us concerning you, your directors, or staff, we will be considered a data controller under the DPA. We will store and process such personal data in adherence to the provisions of the DPA. Your personal data will be utilized solely for general administration, providing advice on the matter at hand, issuing bills, and informing you about future client events. We will not disclose your personal data to third parties unless there is a legal obligation to do so. Furthermore, we will not inform any third party about our representation of you or having represented you unless you grant us explicit consent to do so.

13. TERMINATION

13.1. You have the right to terminate your instructions to us at any time by providing written notice.

13.2. Our intention and desire are to represent you until the completion of your matter. However, we reserve the right to terminate our contract by giving you reasonable notice. We will only consider ending our representation for valid reasons, such as the inability to obtain clear or appropriate instructions from you, a breakdown in the trust and confidence between us, or failure to comply with the agreed payment terms for our charges and expenses. Our decision to terminate will not be dependent on the stage of proceedings that we have reached. You will be responsible for our charges and any expenses incurred on your behalf up to the point where the contract between us ends.

13.3. In the event that either you or we decide to terminate our representation, you will be responsible for the payment of all fees and expenses incurred up to that point, as outlined in Paragraph 3.8, in addition to any charges and expenses related to the necessary actions involved in transferring the matter to another advisor of your choice or removing ourselves from the court record, if applicable. Upon termination, you will remain liable for any outstanding interest on unpaid bills in accordance with Paragraph 7.3.

13.4. Once we have completed a matter and closed our file, we cannot be held responsible for any dates and deadlines that may arise afterward. It is your responsibility to make note of critical dates for document service, expiration of time limits, exercise of options, lease renewals, and rent reviews, among others.

13.5. We reserve the right to exercise a lien over all papers and funds in our possession if our fees remain unpaid, both during and after the conclusion of our representation on your behalf.

14. RAISING QUERIES OR CONCERNS WITH US

14.1. We strive to provide you with a service of the highest quality in all aspects. If you have any questions or concerns regarding our work on your behalf, we encourage you to initially address them with the person with whom you have the most contact regarding the specific matter. If that does not resolve the issue to your satisfaction, or if you prefer not to speak with that individual, please feel free to contact the Principal Solicitor. You may also reach out to our designated complaints handling member, Mrs. Victoria Olaniyan.

14.2. As a solicitors' firm, it is our obligation to make every effort to resolve any problems or concerns that clients may have with the services provided. Therefore, it is important that you promptly bring any concerns to our attention. We highly value your satisfaction and want to ensure that you have no reason to be dissatisfied with our services. We are committed to being proactive and innovative in our approach, effectively and objectively addressing your needs.

14.3. If you believe that your complaint has not been adequately addressed by our firm, you have the option to contact the Legal Ombudsman at PO Box 15870, Birmingham B30 9EB to have your complaint considered. Usually, you will need to submit a complaint to the Legal Ombudsman within six months of receiving our final written response regarding your complaint.

15. LIABILITY

15.1. Our interest lies in limiting the personal liability and exposure to litigation of our employees, partners, and consultants, as they act solely on behalf of Christian Lavergne Solicitors and not in a personal capacity. By accepting our terms and conditions, you agree that any claim arising from or related to the services provided (or any other advice given by us to you, regardless of its nature) shall be brought exclusively against Christian Lavergne Solicitors. You further agree not to bring any personal claims against our partners, employees, or consultants involved in providing the services to you.

15.2. In the event that, in addition to Christian Lavergne Solicitors, you have engaged other advisors to assist you with the services (or any other advice provided by us to you), our total liability to you for breach of contract, breach of statutory duty, tort (including negligence), or any other act or omission on our part shall be limited to a proportionate amount of the loss or damage (including interest and costs) incurred by you, taking into account the respective contributions to such loss and damage by us, our partners, employees, and consultants, relative to the contribution of any other person. This limitation of liability shall remain in effect even if you have agreed to a limitation of liability with your other advisors, thereby potentially precluding the recovery of a portion of any loss for which they might have otherwise been responsible.

15.3. Christian Lavergne Solicitors shall not be liable for any loss, damage, cost, or expense arising from:

15.3.1. Fraudulent acts, misrepresentations, or wilful default;

15.3.2. Failure on your part or the part of your members, employees, agents, or assigns to properly advise or provide accurate information to us;

15.3.3. Delays in instructing us or providing us with requested information.

Please note that this limitation of liability does not exclude or limit any liability that cannot be lawfully excluded or limited under applicable law.

16. INVESTMENT AND TAX ADVICE

16.1. Christian Lavergne Solicitors is not authorized to offer investment services, and it should be understood that none of our advice regarding this matter should be interpreted as investment advice.

16.2. We will not provide advice on direct and/or indirect tax matters related to a specific matter unless we have explicitly agreed to do so in writing. If, during the course of handling a matter, we come across tax-related information, we may share it with you. However, this does not imply that we have assumed the responsibility of providing tax advice unless we have expressly agreed to do so in writing.

17. EQUALITY AND DIVERSITY

17.1 This firm places a strong emphasis on promoting equality and diversity in all aspects of our interactions with clients, third parties, and employees. We are dedicated to maintaining a

culture that values and respects individuals, regardless of their background, race, gender, age, disability, sexual orientation, or any other protected characteristic.

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17.2 We strive to accommodate any special requirements you may have to the best of our ability, ensuring that we deliver the highest level of service. Our commitment to equality and diversity extends to tailoring our approach and practices to meet your unique needs, fostering an inclusive and welcoming environment for all.

18. CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

18.1. These Terms and Conditions of Business, along with our client care letter, establish the agreement between you and Christian Lavergne Solicitors. It is important to note that these provisions do not grant any rights or benefits to individuals who are not parties to this Agreement, and they cannot enforce the terms outlined herein.

18.2. Any advice provided to you by Christian Lavergne Solicitors is intended solely for your benefit and must not be shared with others without obtaining our prior written consent. We place great importance on the confidentiality of the advice we provide, and it is exclusively for your use as our valued client.

19. GOVERNING LAW AND SEVERABILITY

19.1. These Terms and Conditions of Business, along with our client care letter, are governed by the laws of England. The parties involved agree to submit exclusively to the jurisdiction of the courts of England and Wales for any disputes or legal proceedings that may arise.

19.2. Each provision within these Terms and Conditions of Business and the client care letter is independent and separate from the others. In the event that any provision is deemed illegal, void, or unenforceable, it will not affect the validity or enforceability of the remaining provisions. The unaffected provisions will continue to be binding and in full force as if the problematic provision had never been included.