De Pinna LLP
Terms of business

Please read this document carefully

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1. Our Agreement

1.1 About De Pinna LLP

De Pinna Notaries is the trading name of De Pinna LLP ("**De Pinna**"), a limited liability partnership registered in England and Wales with number OC421725 and with registered office at Southwest House, 11a Regent Street St. James's, London SW1Y 4LR.

Our telephone number is +44 (0)20 7208 2900.

Our website is www.depinna.com.

Our general enquiry email is info@depinna.co.uk.

Our VAT registration number is GB 243 2744 74.

Any reference to a 'partner' in relation to De Pinna LLP means one of its members or an employee of equal standing.

A list of the members is available on request from us or from the Companies House website at https://find-and-update.company-information.service.gov.uk/company/OC421725/officers.

1.2 Our Personnel

When we use the word "**Personnel**" in this document we mean our current and any future employees, consultants, members, partners, and Sub-Contractors appointed by us under clause 4.1 below.

1.3 References to "**we**", "**our**" and "**us**" in this document mean De Pinna LLP, and "**you**" and "**your**" mean the person for whom we act. This will usually be the person named in any written quotation that we may issue.

1.4 We use the word "**Affiliate**" to describe any other person on whose behalf you act or who is connected to you in any way.

1.5 We refer to the work we will be carrying out for you as the "**Services**". The Services will be described either in a written quotation that we have made available to you or in a service agreement that we have entered into with you for the purposes of the supply of notarial services on a continuing basis.

1.6 These terms of business apply to all the Services we supply to you.

1.7 These terms of business, along with any relevant written quotation or service agreement, together form the entirety of the contract between you and us (referred to as the "**Agreement**"); they supersede and extinguish all previous agreements, arrangements, promises, warranties, assurances, representations and understandings, whether oral or in writing, relating to its subject-matter. Each party to the Agreement agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Agreement, and each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in the Agreement. This clause does not apply if you are acting as a consumer. General information on consumer rights is in clause 12 of these terms of business.

1.8 Where it is your intention that the Services are to be provided by us for the benefit of your Affiliate (and regardless of whether or not they are for your benefit as well), then you will inform us of this at the start of the Agreement and you will procure that that Affiliate agrees with us to be bound by the terms of the Agreement prior to the completion of the Services.

1.9 If these terms of business are inconsistent or conflict with the provisions of a relevant written quotation or service agreement, then the provisions of that written quotation or service agreement shall prevail over these terms.

1.10 Your continuing instructions to us after receipt of these terms of business mean that you agree to accept these terms. We may accept your instructions either by confirming them in writing or by starting work on the Services, whichever is the earlier.

2. Important information

2.1 We have set out in this section:

- **service information** (the range of services that we can offer),
- **price information** (the basis upon which we calculate our fees),
- **regulatory information** (the scope of our regulation as notaries),
- **redress information** (our insurance cover), and
- **complaint information** (what to do in the event that you are dissatisfied with our service).

The information in this section should be read together with the other parts of the Agreement.

2.2 Service Information

Our core business is the provision of notarial services to individuals and businesses in Central London and throughout England and Wales. We also offer translation and document

legalisation services, either as standalone services or in conjunction with our notarial services. For more information on our services, including the key stages for those services and the likely timescales for each key stage, please contact one of our notaries.

2.3 Price Information

(a) The provision of notarial services and dealing with translations, apostilles and consular legalisation can involve a wide range of factors depending on the nature of your instructions and the particular requirements of the recipients of our notarial acts around the world.

(b) We offer a complete notarisation, translation and legalisation service to deal with all your requirements relating to the acceptance of official documents outside the UK.

(c) We encourage you to contact us at as early a stage as possible so that we can provide you with clear guidance on the key stages of the work, our fees, and any associated costs, such as the costs of apostilles, consular legalisation stamps, or delivery by courier.

(d) For simpler instructions we will provide a fixed-fee quote and explain the associated costs, including circumstances in which those costs cannot be stated precisely at the outset and/or may change over time.

(e) For more complex instructions we will set out the basis for our charges and give you a proper estimate of the work to be carried out, the fee to be charged for that work, and the associated costs. We will keep you up to date with the work and if our estimate of the fees or associated costs changes, we will inform you promptly.

2.4 Regulatory Information

(a) All the notaries at De Pinna LLP are regulated through the Faculty Office of the Archbishop of Canterbury. Its address is The Faculty Office, 1 The Sanctuary, Westminster, London SW1P 3JT, its telephone number is 020 7222 5381, and it can be reached by email at faculty.office@1thesanctuary.com. It also has a website at www.facultyoffice.org.uk.

(b) We are required to comply with the rules of professional conduct and other regulatory arrangements of the Master of the Faculties, the sole regulator of notarial activities under the Legal Services Act 2007. Information about those rules and regulations may be found at http://www.facultyoffice.org.uk/notary/i-am-a-notary/notaries-rules-regulations/.

(c) We comply with the Code of Practice published by the Master of the Faculties: http://www.facultyoffice.org.uk/notary/code-of-practice.

2.5 Redress Information

All notaries in practice within England and Wales are required to hold insurance covering their notarial practice for civil liability for professional negligence and other matters. The Master of the Faculties has directed that the minimum level of cover for notaries is £1,000,000.

We have professional indemnity insurance underwritten by Allianz Insurance PLC (as lead insurer). The territorial coverage is worldwide and the limit of indemnity is not less than the £1,000,000 minimum level of cover required of notaries by the Master of the Faculties.

2.6 Complaint Information

We want to give you the best possible service. If at any point you become unhappy or concerned about the service that we have provided to you then you should inform us immediately so that we can do our best to resolve the problem for you.

(a) ***Our complaints process:*** In the first instance it may be helpful to contact the individual who is working on your case to discuss any concerns and we will do our best to resolve any issues at this stage. Alternatively, you may contact our Senior Partner, Mr David Fawcett. His telephone number is +44 (0)20 7208 2919 and his email address is davidf@depinna.co.uk.

(b) ***The Worshipful Company of Scriveners' Complaints Procedure:*** If we are unable to resolve the matter you may then complain to the Worshipful Company of Scriveners of which our notaries are members or who are covered by the Company's Complaints Procedure which is approved by the Faculty Office. This procedure is free to use and is designed to provide a quick resolution to any dispute. In that case please write (but do not enclose any original documents) with full details of your complaint to: The Clerk, The Worshipful Company of Scriveners, Information Technologists' Hall, 39A Bartholomew Close, Barbican, London, EC1A 7JN; email: clerk@scriveners.org.uk. If you have any difficulty making a complaint in writing, please do not hesitate to call the Clerk of the Scriveners Company for assistance on 020 7240 0529.

(c) ***The Legal Ombudsman:*** Finally, even if you have your complaint considered under the Complaints Procedure, you may at the end of that procedure or after a period of eight weeks from the date you first notified us that you were dissatisfied, make your complaint to the Legal Ombudsman if you are not happy with the result.

The Legal Ombudsman's contact details are:

website: legalombudsman.org.uk

email: enquiries@legalombudsman.org.uk

Legal Ombudsman, PO Box 6167, Slough, SL1 0EH

Tel: 0300 555 0333

If you decide to make a complaint to the Legal Ombudsman, you must refer your matter to the Legal Ombudsman one year from the act/omission or one year from when you should reasonably have known there was cause for complaint.

3. Scope of our Services

3.1 We will supply the Services to you with reasonable skill and care.

3.2 The scope of our Services, and of our duties to you, is limited as follows:

(a) to the proper functions of a notary in England and Wales, namely to authenticate the execution of documents and deeds, and to certify other matters such as the genuineness of a signature on a document, the administration of an oath, the accuracy of a copy or a translation, or statements of fact from official sources, and

(b) to the correct execution of documents or other matters that arise in the course of preparation of notarial acts, where we have advised on those matters and they are subject to the law of England and Wales.

3.3 We do not accept any kind of duty, liability, responsibility or obligation to you or to any other person in respect of the following:

(a) the suitability or validity of a notarial act issued by one of our notaries in any jurisdiction other than England and Wales, although we will use reasonable skill and care in

complying with the requirements or specifications of that jurisdiction, provided they are expressly brought to our attention,

(b) advice or guidance on the law of any jurisdiction other than England and Wales, or

(c) the legal consequences of your entering into a document or transaction that is to be authenticated by one of our notaries.

3.4 You acknowledge that it is your responsibility to obtain appropriate legal advice from a suitably competent, sufficiently insured, and appropriately regulated lawyer concerning the consequences of any document or transaction that you instruct us to authenticate, and you agree that we are entitled to rely on this acknowledgment.

3.5 We shall complete the supply of Services within a reasonable period, subject to the other terms of the Agreement.

3.6 Once we have completed the supply of the Services, we shall not owe you any obligation to revisit or keep under review our work product or update it to reflect later developments.

4. Sub-Contracting and working with others

4.1 We may engage a third-party provider (a "**Sub-Contractor**") to supply all or part of the Services that we have agreed to supply you under this Agreement. If we do so, the fact that we are asking someone else to supply the Services shall not alter the amount we are entitled to charge you and we will remain fully responsible to you for the provision of those Services as if they had been performed by our own employees, rather than by the Sub-Contractor.

4.2 At your request, we may engage on your behalf a third-party provider to provide some service for your benefit (an "**Independent Contractor**"). The work done by such Independent Contractor will not form part of our Services. At our discretion, and following discussion with you, we may either engage the Independent Contractor ourselves and be responsible for its fees (and then pass them on to you as a disbursement charge in our bill), or we may with your authority arrange a contract between you and the Independent Contractor directly and, in such circumstances, you will have the sole obligation to pay the Independent Contractor's fees. In either case, the Independent Contractor will owe its duties to you and we are not responsible to you for any act or omission of any Independent Contractor so instructed.

5. Your instructions

5.1 You will:

(a) provide us promptly with all instructions, information and documents ("**Client Information**") that we may reasonably request in order to provide the Services;

(b) provide us, so far as is relevant, with full and accurate information regarding your affairs, including information regarding any matters that may affect our ability to perform the Services (including any developments in any matter on which we are acting for you, any change of name, address or country of residence and, in the case of a business client, any change in any of the details of its owners or managers);

(c) inform us if there is any significant change in your situation;

(d) where documentation is provided to us in bilingual format or otherwise with a translation into English, take all reasonable steps to ensure that the translation is complete and accurate;

(e) take all reasonable steps to ensure that your Client Information is accurate, clear, complete and kept up to date;

(f) draw expressly to our attention any aspect of your instructions that is of special or particular importance to you;

(g) provide us only with Client Information that can be lawfully provided to us without infringement of the legal entitlements of any other person; and

(h) ensure that any person who provides Client Information on your behalf is fully authorised by you to do so.

You agree that we are entitled to rely on you to perform each of the obligations in this clause.

5.2 If you do not provide Client Information that we have reasonably requested or if you give us incomplete or incorrect Client Information:

(a) we may at our election either end the Agreement or seek to agree with you an additional reasonable charge to compensate us for any extra work that is required as a result; and

(b) we will not be responsible for supplying the Services late or not supplying any part of the Services if this is caused by you not giving us the Client Information that we need within a reasonable time of us asking for it.

6. Communicating with us

Our general contact details are provided in clause 1 of these terms of business. The contact details of the person with conduct of your matter may also be provided in any relevant written quotation. Please let us know if you have any special requirements in that regard.

7. Electronic Communications Facilities

7.1 We welcome the opportunity to communicate with you using your email service or other electronic information exchange facility of your choice (including messaging, data rooms and cloud storage facilities). We refer to these as your "**Electronic Communications Facilities**".

7.2 Given that we may have limited, if any, control over the data or documents you choose to store or send to us using your Electronic Communications Facilities, and no control over your access to such facilities, you agree as follows with reference to those facilities:

(a) we may communicate with you using the email address (or similar) that you provide to us;

(b) you will take all reasonable steps to ensure that no-one other than you or persons authorised by you have access to your Electronic Communications Facilities and that all communications we receive from such facilities are sent or authorised by you;

(c) you will take all reasonable steps to ensure that your Electronic Communications Facilities (including emails and their attachments) are free of computer viruses and malware;

(d) you acknowledge that electronic communications facilities, by their nature, are not wholly secure and that we will have limited control or no control over information or documents stored or sent to us using such facilities; and

(e) you acknowledge that we owe you no duty or responsibility in respect of your use of your Electronic Communications Facilities, their use by someone authorised by you, and their misuse or unauthorised use by any third party.

You agree that we are entitled to rely on the above agreements and acknowledgments, and your performance of the above obligations.

8. Liability restrictions and exclusions

8.1 You will not bring any claim against any of our Personnel in respect of any losses you suffer or incur, including losses for negligence, breach of contract, breach of fiduciary duty and breach of trust, howsoever arising in connection with our Services. Our Personnel shall be entitled to have the benefit of, and to enforce, this provision to the maximum extent permitted under the Contracts (Rights of Third Parties) Act 1999. Nothing in this clause will however affect the liability of De Pinna LLP for the acts or omissions of our Personnel.

8.2 Our maximum aggregate liability to you for any kind of breach of contract, breach of duty, negligence or other fault on our part, arising out of or in connection with the supply of the Services under the Agreement, shall be limited to £1,000,000 (the "**Liability Cap**").

8.3 Where we act for more than one client in respect of the supply of Services under the Agreement, the Liability Cap shall be apportioned equally between all such clients and you agree that such an apportionment is reasonable.

8.4 We do not accept any liability for any loss suffered by you or a third party resulting from your misuse, or the unauthorised use, of your Electronic Communication Facilities (and see also in this regard clause 7.2(e) above).

8.5 Nothing in the Agreement shall limit or exclude our liability to any person for fraud or dishonesty, or for death or personal injury resulting from our negligence.

8.6 Nothing in the Agreement shall operate to limit or exclude our liability to you or to any other person other than to the extent permitted by any applicable law.

8.7 It is agreed and understood that any provision of the Agreement that is inconsistent with clauses 8.5 and/or 8.6 above shall be construed, rectified or severed (to be considered in that order) so as to comply with those clauses.

9. Fees and Disbursement

9.1 Our **Charges** consist of Fees and Disbursements.

(a) **Fees** are the professional fees that we charge for the Services and may either be a fixed amount for a specific service provision and/or they may be calculated by reference to the amount of time spent by our Personnel.

(b) **Disbursements** are expenses and other costs that we may incur on your behalf as part of the supply of the Services and that we pass on to you without increase or reduction (save for any applicable VAT).

9.2 In consideration of our supply of the Services, you agree to pay our Charges, including any applicable VAT thereon, when those Charges fall due, and subject to the other terms of the Agreement.

9.3 Disbursements

(a) Disbursements incurred on your behalf may form part of our Charges. Examples of Disbursements are apostilles issued by the UK Foreign, Commonwealth and Development Office, and legalisation services provided by Embassies and High Commissions.

(b) We will provide you with the best information available to us concerning the nature and amount of any Disbursements forming part of the Services, we will provide that

information either at the start of the Agreement or, where that is not possible, prior to incurring on your behalf the applicable Disbursement.

9.4 Estimates

Any estimate of our Charges that we provide to you will include the basis upon which the Charges are to be calculated and will be a proper estimate of the amount likely to be charged by us for the work to be done.

9.5 Requests for payment of our Charges in advance of work being commenced or completed

We may ask you to pay all or part of our Charges (including Disbursements yet to be incurred) prior to commencing work on your instructions or prior to completing the work. Your refusal to make such a payment constitutes a good reason for us to terminate the Agreement (as to which see further at clause 10.2 below).

9.6 Billing

(a) Subject to point 9.5 above and unless we have agreed in writing a different arrangement with you, we will bill you when we have completed the provision of our Services.

(b) We may charge you interest on any unpaid Charges from the date when they became due, to be calculated on a daily basis at the rate of 4% over the base lending rate of our bankers, HSBC.

(c) Our bills will only be addressed to you and will not be addressed to any other person unless we expressly agree otherwise in writing.

9.7 Payable without deduction

Our Charges are payable without discount, deduction, withholding, set-off or counterclaim. If you are acting in a business capacity and you are required by law to make any deduction or withholding from any payment, you will do so and the sum due in respect of such payment will be increased to ensure that we receive and retain a sum equal to the amount which we would have received and retained had no such deduction or withholding been required.

9.8 VAT

Our Charges are subject to VAT (where applicable), at the rate prevailing when we invoice you. If the rate of VAT changes between the date of your instruction and the date we supply the Services, we will adjust the rate of VAT that you pay, unless you have already paid for the Services in full before the change in the rate of VAT takes effect. We will include any VAT element when quoting prices to you.

9.9 Payable in pounds sterling

Our Charges are payable in pounds sterling only. If you wish to pay us in any other currency then you agree that we may charge you an additional sum representing the cost reasonably incurred by us in converting that other currency to pounds sterling, in order that our Charges are fully paid.

9.10 Expenses we incur on your behalf in a foreign currency

Where we have incurred on your behalf a Disbursement that is paid or payable by us in a currency other than pounds sterling, then you agree to pay us such amount as fully reimburses us in pounds sterling for the expenditure that we have paid or will be paying on your behalf.

9.11 Responsibility for payment of our Charges

(a) You are solely responsible for payment of our Charges, even if you expect or inform us that a third party may be paying us. We do not assume any responsibility (whether in contract, tort or otherwise) to such a third party, unless we expressly agree in writing to do so.

(b) Where we act for more than one person, each such person is jointly and severally responsible for paying our Charges.

9.12 Non-payment of our Charges

Without prejudice to our other rights, we reserve the right to suspend or terminate our Services if any undisputed part of our Charges is not paid within 30 days of its due date.

9.13 Payment of our Charges and termination of this Agreement

Where either of us terminate this Agreement early, you are liable to pay our Charges for the work we have done up to the time of termination. Where we have agreed a fixed sum for the supply of the Services and you terminate early then you agree to pay such reasonable proportion of that fixed sum as reflects the amount of work we have done for you at the time of termination.

9.14 Lien

We may retain any of your documents or property that have properly come into our possession whilst our Charges remain unpaid.

10. Terminating the Agreement

10.1 Your entitlement to terminate

You may terminate the Agreement at any time, and for any reason, provided that you deliver to us a notice to that effect stating when you wish the Agreement to end. If you are a consumer, please refer in addition to clause 11 below.

10.2 Our entitlement to terminate

(a) We may terminate the Agreement by delivering to you notice to that effect but only if we have good reason to do so.

(b) The following is a non-exhaustive list of good reasons:

- a complete breakdown in trust between you and us;
- a material breach on your part of the terms of the Agreement;
- your failure to pay our Charges within 30 days of their due date;
- your failure to pay any sum that we may request on account of our anticipated Charges;
- your failure to provide accurate, clear, complete or prompt instructions; and
- where our regulatory or legal obligations require us to do so (including under any applicable legislation concerning anti-money laundering, the proceeds of crime, and terrorist financing).

(c) You acknowledge and agree that situations may arise where we may have good reason to terminate, and do so, but we are prevented by law from explaining to you our reasons for doing so.

10.3 The effect of termination

The effect of termination under this clause 10 is to bring to an end our obligation to supply the Services. All other terms of the Agreement remain unaffected by termination and shall continue to apply. In particular, you will pay us a proportionate amount of our fees in respect of the period until you communicated to us your decision to cancel, and the termination of the Agreement shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued at the time of termination.

11. Consumer rights

11.1 Cancellation of the Agreement when dealing as a consumer

Pursuant to the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013, if you are a consumer and we have accepted instructions from you given by telephone or by electronic means or at a meeting away from our offices, such as your home or place of work, you have the right to cancel your instructions in writing within 14 days from the day on which those instructions were accepted.

If you attend our offices for the requested service to be provided, we will consider that the contract for those services has been entered into at our offices.

We will not consider that a contract has been established during the 14-day cancellation period unless you specifically request us to commence work within this period by means of a written form of authorisation.

If you request that we begin the performance of Services during the cancellation period and then subsequently exercise your right to cancel, you will pay us a proportionate amount of our fees in respect of the period until you communicated to us your decision to cancel and any agreed disbursements paid on your behalf. Subject to that, if you exercise the right to cancel and we have received any payment from you in excess of amounts due to us, we will reimburse that payment to you, no later than 14 days after the day on which we are informed about your decision to cancel this contract, by the same means used for the initial payment.

You may use the annexed model cancellation form to notify us of your decision to cancel but this is not obligatory.

12. Consumer rights generally

This is a summary of your key legal rights if you are instructing us as a consumer. These rights are subject to certain exceptions. For detailed information, please visit the Citizens Advice website https://www.citizensadvice.org.uk/.

a) You can ask us to repeat or fix a service if it is not carried out with reasonable care and skill, or receive some money back if we are unable to fix it.

b) If you haven't agreed a price beforehand, what you are asked to pay must be reasonable.

c) If you haven't agreed a time beforehand, services must be carried out within a reasonable time.

13. Data protection

13.1 Definitions

In this clause 13, the term "**Data Protection Laws**" means:

(a) the Data Protection Act 2018 and the Privacy and Electronic Communications (EC Directive) Regulations 2003, and

(b) any legislation ratifying or otherwise adopting or replacing the above, or any applicable associated or supplementary data protection laws or regulations, and any binding codes of conduct or guideline adopted by the Information Commissioner's Office, each as updated, amended or replaced from time to time.

The terms "controller", "processor", "data subject", "personal data", "process", "processing", "transfer" (in the context of transfers of personal data) and "technical and organisational measures" shall have the meanings and be interpreted in accordance with the applicable Data Protection Laws.

13.2 In the event that you are a business client, we will each act as separate and independent data controllers, and we will each comply with our respective legal and regulatory obligations in relation to any processing of personal data, including Data Protection Laws. Personal data we may receive, obtain or create in the context of carrying out your instructions will be processed in such manner and for such purposes as we see fit during and/or as part of this engagement to deliver the Services.

13.3 We may appoint Sub-Contractors or other external processors as required to deliver the Services and for the purposes of the proper and effective management of our business (including for example, individual translators and translation agencies, or other third-party experts). They will process any personal data on our behalf and at our direction. We will conduct such due diligence on external processors and adopt such suitable contractual provisions as we deem reasonably appropriate to ensure compliance with relevant legal and regulatory obligations, including under Data Protection Laws.

13.4 You understand that personal data may be transferred outside the United Kingdom. Where necessary, appropriate safeguards will be established to ensure that the confidentiality of such information is preserved and that we comply with all relevant legal and regulatory obligations.

13.5 Having regard to the state of technological development and the cost of implementing such measures, we shall have in place appropriate technical and organisational security measures, including whilst personal data is in transmission from you to us, in order to help:

(a) prevent a personal data breach; and

(b) ensure a level of security appropriate to the harm that might result from such personal data breach and the nature of the personal data to be protected.

13.6 If either of us becomes aware of, or reasonably suspects, any breach of security that could lead to loss, disclosure or destruction of personal data relating to the Services, we shall cooperate with each other to enable each of us (as applicable) to comply with our respective obligations under Data Protection Laws and/or any other similar legislation which may impose an obligation in relation to the management of security breaches.

13.7 Where you disclose personal data to us in connection with the provision of the Services, you will ensure that you only disclose any personal data on the basis of a valid ground provided for in Data Protection Laws and/or any similar legislation, such that the personal data you provide to us can be lawfully used or disclosed by us in the manner and for the purposes anticipated.

13.8 You shall ensure that fair processing notices are provided to data subjects whose personal data are to be disclosed to us in accordance with Data Protection Laws, including without limitation that they are clear and provide sufficient information to the data subjects for them to understand what personal data you are sharing with us, the circumstances in which it will be

shared, and the purposes for the data sharing. The information provided to data subjects shall be detailed enough that the Data Protection Laws are complied with and so that we need not provide any information to the data subjects in accordance with Data Protection Laws.

13.9 If you are an individual, you acknowledge that, where we need to process personal data about you to deliver the Services to you, we will be processing personal data for the purposes of the performance of a contract with you.

13.10 You can find more information about how we process personal data in our Privacy Notice which can be found at www.depinna.com/privacy-notice.

14. Disclosure of copies of records of notarial acts

You acknowledge and agree that in accordance with the Notaries Practice Rules 2019, a copy of a notarial act in the public form or the record of a notarial act in private form preserved by us may, upon payment of a reasonable fee, be issued by us to any person or authority having a proper interest in the act. Under our Data Retention Policy and in accordance with the Notaries Practice Rules 2019, copies of notarial acts in the public form are preserved indefinitely and records of notarial acts in private form are preserved for 13 years.

15. Miscellaneous

15.1 Variation

(a) Subject to clause 15.1(b) below, any variation to the Agreement must be agreed in writing by you and us.

(b) We may modify these terms of business from time to time by giving you notice to that effect and provided it is necessary to reflect any changes to our legal, regulatory or professional conduct obligations.

15.2 Circumstances beyond our control

Where the performance of our obligations under the Agreement has been delayed or has failed as a result of events, circumstances or causes beyond our reasonable control then you agree that such delay or failure will not be a breach of the Agreement and we shall have no liability to you for the same.

15.3 Notices

Where this Agreement refers to a notice being given by one party to the other, such notice shall be in writing, it shall be addressed either to the address for that party provided in any applicable quotation or service agreement or the address of that party's registered office or the principal place of business of that party (as applicable), it shall be delivered either personally or sent by pre-paid first class post or by courier, and such notice shall be deemed to have been received when left at the applicable address (in the event of personal delivery), at 9am on the second working day after posting (if posted), or when a delivery receipt is signed (in the event of a courier). The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action.

15.4 Third-party rights

(a) Subject to clause 8.1 above, nobody else has any rights under the Agreement, this Agreement is between you and us, and no other person shall have any rights to enforce any of its terms.

(b) Neither of us will need to gain the agreement of any other person in order to end the Agreement or make any changes to its terms.

15.5 Severability etc

If a court finds part of the Agreement illegal, then the rest will continue in force. Each of the clauses of the Agreement operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining clauses will remain in full force and effect.

15.6 Enforcement

Even if we delay in enforcing the Agreement, we can still enforce it later. If we do not insist immediately that you do anything you are required to do under the Agreement, or if we delay in taking steps against you in respect of your breaking the Agreement, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date.

15.7 Applicable law and the jurisdiction of the courts

(a) ***If you are acting in a business capacity:*** This Agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales. Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it.

(b) ***If you are acting as a consumer:*** These terms are governed by the law of England and Wales and you can bring legal proceedings in respect of the Services in the courts of England and Wales. If you live in Scotland, you can bring legal proceedings in respect of the Services in the courts of Scotland or the courts of England and Wales. If you live in Northern Ireland, you can bring legal proceedings in respect of the Services in the courts of Northern Ireland or the courts of England and Wales.

16. Other definitions

- "**Documents**" means both paper and electronic documents.
- "**Person**" means any individual and any corporate or unincorporated body (with or without separate legal personality).
- Any reference to the singular includes the plural and vice versa.
- Any reference to regulatory or professional conduct obligations or legislation includes any amended or replacement versions thereof and any subordinate legislation.
- The headings shall not be used for the purposes of interpreting this Agreement.
- Words such as "**include**" and "**included**" are not exhaustive and are to be construed without limiting the generality of the preceding words.

Annex

Model Cancellation Form

(Complete and return this form only if you wish to withdraw from the Agreement)

To: De Pinna LLP

Southwest House, 11a Regent Street St. James's,

London SW1Y 4LR

info@depinna.co.uk

020 7208 2900

I/We [*] hereby give notice that I/We [*] cancel my/our [*] contract for the supply of the following service:

Date of instruction:

Name of consumer(s):

Address of consumer(s):

Signature of consumer(s) (only if this form is notified on paper)

Date

[*] Delete as appropriate