



BCR Law LLP Terms and Conditions

1. Introduction

- a. BCR Law LLP is a law firm based in Jersey, Channel Islands, and is a legal services provider specialising in Jersey law. Unless expressly stated in our Engagement Document we do not advise on any issues governed by the law of any jurisdiction other than the Island of Jersey.
- b. These Terms and Conditions, together with our Engagement Document, govern the basis on which we provide the Services to you. Whenever we work with you these Terms and Conditions will apply unless otherwise agreed in writing.
- c. Where the terms set out in our Engagement Document differ from these Terms and Conditions then the terms of the Engagement Document will apply and will override these standard terms of business.
- d. These Terms and Conditions shall apply to all work provided by us to you in relation to the Services, including any work undertaken before your delivery to us of a signed copy of our Engagement Document.
- e. A copy of these Terms and Conditions shall be:
 - i. Sent to you together with our Engagement Document.
 - ii. Made available for inspection, on request, at our offices.
 - iii. Available online at www.bcrlawllp.com.
- f. We reserve the right to revise these Terms and Conditions and the Rates without notice and without your prior consent. Any future variations will be published on www.bcrlawllp.com by way of public notice to all current and prospective clients. From the date that such revised Terms and Conditions are uploaded onto BCR Law's website, and you continue to instruct us after that date you shall be deemed to have agreed to those amended Terms and Conditions and all such variations.

2. Definitions

In these Terms and Conditions (unless otherwise indicated) the following words and expressions shall have the following meanings:

- a. BCR Law LLP, BCR Law, BCR we, our, or us; the Jersey limited liability partnership (registered number 98) operating the business of a Jersey legal practice.
- b. Client, you or yours; any person or entity to whom we provide Services. Client includes a person or entity's heirs, successors, personal representatives or assigns.
- c. Data Protection Legislation; the data protection legislation in force in Jersey at the date of instruction.
- d. Disbursements: expenses incurred in the provision of the Services to you over and above our fees, for example, and non-exhaustively, Court fees, the fees of lawyers in other jurisdictions incurred in connection with a case or matter, document production charges, search fees, or expert costs.
- e. Engagement Document: the terms of engagement sent to you whether by letter or email.
- f. Rates: the partner/fee earner rates per hour and administrative charges (if any) as set by BCR Law from time to time.
- g. Services: the provision of legal services.

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3. Interpretation

Unless the context appears otherwise:

- a. Headings in these Terms and Conditions are inserted for convenience only and shall be ignored in construing these Terms and Conditions.
- b. Words denoting the singular shall include the plural and vice versa.
- c. References to statutes and/or statutory provisions shall be taken to refer to such statutes and/or statutory provisions respectively as replaced, amended, extended or consolidated. The expression 'person' shall be taken to include references to any individual, firm, company, partnership, corporation or any agency of it.
- d. The expression 'person' shall be taken to include references to any individual, firm, company, partnership, corporation or any agency of it.

4. The Scope of Our Services

The scope of the services we are to provide will be agreed with you and described in our Engagement Document or will otherwise be agreed between you and us ("In Scope Work").

You agree that we are not required to provide advice or other services outside the agreed scope of services unless our instructions are varied by agreement during the matter. We will not be responsible for any failure to advise or comment on any matter that falls outside the agreed scope of services. For example, (but without limiting this), unless we expressly agree in writing with you, our services do not include advice on the tax or other commercial implications of any transaction or course of action, nor do they include monitoring or reminding you of any notice periods, critical dates or other time critical matters.

5. Fees and Disbursements

- a. We are committed to providing Services at a level of cost that is fair and proportionate in all the circumstances of the case. We will be happy to discuss the basis upon which you will be charged for the Services at the outset of the matter.
- b. Services provided by BCR Law will be charged on the basis set out in the Engagement Document, which may be a fixed fee, other fee method such as a "cap and collar fee" or charged by the time spent on the matter in accordance with the Rates but may be revised up or down to take account of such factors as the complexity or importance of the matter, its value, urgency or novelty.
 - i. Fixed Fee: Fee fixed for In Scope Work. Where work is outside of scope then Time Spent fees will be charged.
 - ii. Time Spent: Fees will be based upon the hours and minutes spent by those working on the matter.
 - iii. Cap and Collar: When a Cap and Collar fee is quoted there will be an initial target fee that will be agreed. This will be banded so if time costs fall anywhere within this band the target fee will be charged. If the time costs fall below the band, then the difference between the target fee and the actual fee is shared on a 50/50 basis. In this way the upside is shared equally. If the fee falls above the target band, then the client will pay an agreed % of the fees in the discount bands above the target fee until the absolute cap is reached. In this way both the client and BCR share the overrun. The fees above the absolute cap will be borne by BCR Law. If no absolute cap is agreed, then the % of the last discount band is applied. See Appendix 4 for more details.

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- c. Time is recorded by reference to activities undertaken by a particular fee-earner based on six-minute units or fractions/multiples of those.
- d. We shall, on request, be happy to provide an estimate of the fees likely to be charged for a particular matter or aspect of a matter together with the assumptions on which the estimate is based. Where an estimate is given, such is an indication only to assist you in budgeting and shall not be regarded as a fixed or agreed fee unless specifically confirmed by us in writing.
- e. The amount of work involved in any case or matter is often uncertain and difficult to predict. To assist you in keeping track of the cost of Services provided to you, we will:
 - i. Be happy to discuss with you the level of fees and the basis of charging at the outset of our engagement.
 - ii. Unless specifically agreed to the contrary we shall render interim invoices to you monthly.
 - iii. On request we shall inform you as and when certain agreed levels of fees are reached and shall not proceed with the provision of any further Services unless and until authorised by you.
- f. Whether or not a matter proceeds to completion, you agree that you will pay for work done and expenses incurred, unless otherwise agreed in writing.
- g. The Rates applicable to each fee-earner are reviewed from time to time and may be adjusted as we consider necessary. The current fee earner rates are detailed in Appendix A (Fee Earner Rates January 2024) It is not our practice to notify you of changes to the Rates, but we will provide up to date information upon request.
- h. Our fee notes will include the reimbursement of Disbursements such as Counsel's fees, Court and registration fees, stamp duty, bank transactional charges for CHAPS and expenses such as travelling, translations and courier charges.
- i. We do not charge for the use of meeting rooms, word processing facilities, postage (except special couriers) or local telephone calls.
- j. Our reprographics services (internal printing, photocopying, CD burning, document production, etc.) are charged for in accordance with scales available on request.
- k. International telephone calls and conference calls (video or telephone) are charged at fair rates designed to recover our external costs of these services.
- l. We may also charge for additional telecommunications or IT services such as hosting an online transaction room, data room or similar services.
- m. The administration and processing of outgoing electronic payments or other for our client money accounts is charged at a fair rate, designed to cover our costs of these services.
- n. We may sometimes be required to give a binding commitment to pay an amount of money on your behalf. Except as agreed otherwise we will not give such a commitment unless the relevant amount (if material) is paid to us in advance.
- o. Depending on the nature of the Services provided, you may be liable to GST on our charges at the prevailing rate. All fees are quoted exclusive of GST which will be added where appropriate.
- p. We reserve the right to require a payment in advance of the provision of Services on account of likely fees and disbursements.
- q. Our invoices, whether interim or final, are payable within 14 days of presentation. Should our

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invoices remain unpaid interest may be added at a rate of 6% per annum above the Bank of England Base Rate.

- r. Should you have any queries regarding an invoice presented by us you should please contact us within 14 days to discuss your queries.
- s. If our invoice is overdue for payment, we reserve the right on reasonable written notice, to suspend or terminate the provision of services and to retain documents and papers belonging to you, irrespective of the matters to which they relate, until all sums outstanding to us are paid.
- t. When we receive instructions from more than one person or entity, each person or entity for whom we are acting will be separately responsible for the full amount of our accounts.
- u. If arrangements are made for a third party to pay any of our charges, or a Court orders a third party to pay any part of our costs, you remain liable to pay any charges to the extent that the third party does not pay our account in full.
- v. Where bills are due for payment on completion of a matter, if sufficient funds are available on completion and we have sent you a bill, you agree that we may deduct our charges from the funds.
- w. In any case, money being held by us will be taken in payment or part payment of our invoices unless that money is being held for another purpose.
- x. Without prejudice to our right to claim interest, if payment is not made when due (or if we request payment on account of fees, if payment is not made when requested), we may stop acting for you and retain documents and papers belonging to you, together with our own records, pending payment in full of all amounts due to us.
- y. You remain personally responsible for payment of our fees where it is intended that our fees will be met from any source other than your own funds. You are liable when payment is due, whether monies are available from any such other intended source. Without limitation, and for the avoidance of doubt, this includes (but is not limited to) where you instruct us as representative for another party, as trustee or liquidator, receiver or administrator of a company and our fees, disbursements and charges are intended to be met out of the other party's assets, or trust or company assets.

6. Costs (in Litigation)

- a. In this context Costs means the total legal expenses of a party, including fees and disbursements.
- b. At the conclusion of your case or certain aspects of your case, in certain circumstances, you may be able to recover some of your costs from the other party/parties.
 - i. Any costs order made by which you can recover your costs from another party is unlikely to result in full recovery of all your costs.
 - ii. The recovery of any costs from another party is dependent on that party's ability to pay.
- c. Similarly, in certain circumstances, you may be ordered to pay some or all the costs of another party/parties (adverse cost order).
- d. We will provide you with detailed advice as to costs orders at the relevant time.

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- e. Whatever the outcome of the case and irrespective of any costs orders made you remain primarily responsible for the settlement of our invoices.

7. Legal Expenses Insurance

- a. You may benefit from a degree of legal expenses insurance as part of, or ancillary to, a household or motor insurance policy.
- b. You should check your insurance documentation and/or consult your insurance broker to determine whether you benefit from any legal expenses cover.
- c. Irrespective of any policy of insurance which you benefit from, you remain primarily responsible for the settlement of our invoices.

8. Client Monies and Client Account

- a. Where we accept monies from you on account of our fees and/or disbursements, or where we receive monies from other parties for you, we shall hold that money in a separate client account.
- b. So that we may comply with Jersey's Anti-Money Laundering (AML), Counter Financing of Terrorism (CFT), and Counter Financing of Proliferation (CFP) regulations and The Law Society of Jersey Accounts Rules we may ask for verification details and full information concerning the source of their funds. Our enquiries in connection with the source of funds principally takes the form of a Source of Funds Questionnaire. See Appendix C for details of requirements and source of funds questionnaire.
- c. We may settle our fees and/or disbursements which have been invoiced to you out of the monies held by us for you in the client account, whether overdue or not or unbilled disbursements paid on your behalf, unless we have agreed other arrangements.
- d. We shall not use monies held by us for you in the client account in settlement of any invoice about which you have raised a query unless and until that query is resolved.
- e. Interest shall be applied to monies held by us for you in the client account at the prevailing rate offered by our holding bank, and you will be entitled to the interest save where the amount of that interest would be less than £20.
- f. In circumstances where we are required to make a payment on your behalf (for example of settlement monies or a disbursement) we may require these funds to be placed in cleared funds in advance of the date for payment.
- g. Where we pay money to you or to another person on your behalf, we will usually do so by cheque sent in the ordinary post or by way of electronic funds transfer. Whichever payment method is used, we do not accept any responsibility for any losses arising in respect of any interception, appropriation, misuse or delay in receipt or any failure to pay or delay in paying.
- h. If monies are being provided by a third party (i.e. not you), this must be disclosed to us well in advance of the receipt of monies into our client account. Without disclosure we will not be able to receipt monies until all Anti-Money Laundering (AML), Counter Financing of Terrorism (CFT), and Counter Financing of Proliferation (CFP) have been carried out. In time sensitive transactions this may delay the transaction and we accept no liability for loss in these situations.

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- i. Our main clearing bank is Barclays International Bank PLC and our main fixed deposits account is held at Butterfield Bank (Jersey) Limited. We accept no liability as to the performance of these or any other bank with whom we transact.

9. Concerns About Our Service and Complaints

- a. Our aim is to provide a service of the very highest standard. If for any reason you feel that we fall short of that standard, then we want to hear from you. In the first instance please raise any concerns you have directly with the fee earner concerned or with another member of BCR Law so that we can seek to address any issues with you.
- b. Any formal complaints should be raised with us as soon as possible. Please address complaints to BCR Law's Managing Partner, David Benest by email to David.benest@bcrlawllp.com and copying Paul.coleshill@bcrlawllp.com and Alison.gates@bcrlawllp.com.
- c. We operate a full complaint handling procedure and a copy of this is available on request from him. Any complaint will be investigated thoroughly under the procedure, and you will be informed of the result as soon as possible.
- d. If you remain dissatisfied you may make a complaint to the Law Society of Jersey, P.O. Box 493, St Helier, Jersey, JE4 5SZ, or e-mail: ceo@jerseylawsociety.je.

10. Termination

- a. You may cease to instruct us at any time by providing notice to us in writing.
- b. In the event of termination by you we shall be entitled to keep any papers, documents or monies held in our client account until such time as all of our outstanding invoices have been settled.
- c. We will continue to act for you on a particular matter unless and until:
 - i. You do not provide us with the requisite due diligence material; and/or
 - ii. It is no longer appropriate or in your best interest for us to continue to act for you; and/or
 - iii. You cease or fail to provide us with clear or proper instructions; and/or
 - iv. A position of conflict arises; and/or
 - v. Our invoices are overdue for payment; and/or
 - vi. We believe that your actions may potentially breach any laws, regulations, rules or codes; and/or
 - vii. We consider there has been a breakdown in confidence and trust between us.
- d. If, for whatever reason, we can no longer act for you we will notify you in writing immediately it becomes apparent.
- e. In the event of termination by either you or us, you shall be responsible for our work in progress, fees and Disbursements to the date of termination and for any costs of and incidental to any transfer of any matter to another firm or lawyer.

11. Non-Exclusivity

We reserve the right to provide Services to any other person or entity at our discretion and in accordance with the Law Society Rules.

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12. Conflicts

- a. We cannot act for you in relation to a matter if our duty to act in your best interests' conflicts or there is significant risk that it will conflict, with our obligation to act in the best interests of another client in respect of the same or a related matter. If such a conflict arises and both you and we wish that we continue to act for you, we may be permitted to do so by our professional rules, provided we have obtained consent from all parties.
- b. Occasionally a conflict of interest may only become apparent after we have commenced acting for you on a matter. In such an event we will notify you promptly. We may, however, be obliged to withhold information or terminate our engagement in relation to the particular matter.
- c. Unless otherwise agreed in writing, we may act for other clients who you may regard as competitors, except where there is a conflict as described above.

13. Responsibility for Advice and Limitation of liability

- a. All work done and advice provided by us is for your use and benefit only and in connection with the instructions to which it relates. It may not be passed on to any other person without our prior written approval. We accept no responsibility for any consequences arising from reliance upon our advice by any person other than you.
- b. Our advice will be based on our interpretation of the law at the time the advice is provided. Unless specifically agreed otherwise we are not obliged to update our advice in respect of any subsequent changes in the law.
- c. We shall always have in place a policy of professional indemnity insurance with a reputable insurer which policy shall cover the actions of all persons working in or for BCR Law.
- d. Your relationship with us is solely with BCR Law. No member, partner, consultant or employee of BCR Law shall have any personal liability to you arising out of the provision of the Services.
- e. In the event of any breach any of our duties to you our liability is limited for any one matter in the following respects:
 - i. You agree to make no claim against an individual member, partner, consultant or employee.
 - ii. Unless specifically agreed otherwise in writing, our maximum liability to you is limited to **£5,000,000 (five million pounds Sterling)**.
 - iii. Our liability to you in connection with any matter is limited to the proportion of the loss or damage (including interest and costs) suffered by you, which is just and equitable having regard to the extent of your own responsibility and the contribution of any other person to the loss or damage regardless of any contractual or other limitation of their liability and/or their ability to pay and/or any limitation defences available to them.
 - iv. We shall have no liability for any consequential, special, indirect or exemplary damages, costs or losses, or any damages costs or losses attributable to lost profits, income, anticipated savings or opportunities.
 - v. We do not assume any responsibility for aspects of matter upon which other professional advisers are advising or upon which they might ordinarily be expected to advise.
 - vi. We shall have no liability for any errors in or arising from the use of any formulae or calculations which are supplied to us by you or your other professional advisers.
 - vii. We shall have no liability for any loss or damage suffered by you as a result of our inability to comply with your instruction due to force majeure or other matters outside our reasonable control and which we have taken reasonable care to avoid.
 - viii. We shall have no liability for any loss or damage suffered by you as a result of our inability to comply with your instructions to transfer monies because of bank failure or insolvency,

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- force majeure or other failure of a bank to pay.
- ix. You shall not be able to recover damages more than once in respect of the same fact, matter or circumstance.
- f. Any claim brought against BCR Law by or on behalf of you may only be enforced against those assets or property which comprise assets or property of BCR Law.
- g. You agree that you will provide us with all information and documentation that may reasonably be required for us to advise you in relation to our engagement (and do not rely upon us having any documentation or information that you may have provided to us in relation to any prior engagement). You further agree to ensure that such information and documentation is and remains true, accurate and complete in all materials respects and is not misleading. We will not seek to independently verify the truth, accuracy or completeness of information and documentation you supply to us save where we specifically agree in writing to do so.
- h. We rely on the strict understanding that, if appropriate, you have obtained, or will obtain, proper professional advice as to the laws of every relevant jurisdiction other than Jersey. At no time is the advice given by us to be regarded or construed as evaluating or recommending a commercial decision or a given course of action. The determination and the consequences of any course of action are matters entirely to be determined by you. We do not provide investment and tax advice.

14. Instructions and Communications

- a. We will communicate with you by way of letter, fax, email, telephone or any combination of the above at the address or number last given to us by you in communication generally.
- b. BCR Law operates primarily electronically. As such we shall usually send all general correspondence and other documents, where possible, via email. Use of email carries certain risks including non-delivery, delays, data-corruption, interception, transfer of viruses, loss of confidentiality and privilege. We do not accept any liability for loss resulting from the use of e-mail for communication between you and us or between BCR Law and third parties. Inherent in the nature of email is the possibility of impersonation. If you are in any doubt as to whether an e-mail purporting to come from us is genuine, please contact the sender.
- c. We will, on request, provide you with hard copies of any documents sent to you via e-mail.
- d. If we receive copies of correspondence or e-mails not intended to be sent to us, we will not be under any obligation to advise you of the receipt by us of such correspondence or e-mails or their content.
- e. Should you not wish us to communicate with you via any particular method, you should notify us accordingly.
- f. We reserve the right to record telephone calls.

15. Storage of Client Documents and Lien for Unpaid Fees

- a. BCR Law operates primarily on an electronic filing system although we will also use and keep hard copies of documents as and when appropriate. We reserve the right, but have no obligation, to make electronic copies of all documents, correspondence, memoranda and notes which have been created in the course of the instruction and save for original signed documents, we reserve the right to destroy hard copies and store the remainder for filing electronically in the course of the instruction and, save for original signed documents, we

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- reserve the right to destroy hard copies and store the remainder for filing electronically.
- b. After completion of any matter, we are entitled to retain all papers and documents, whether held in electronic form or hard copy, which have come into our possession or into existence in the course of our acting for you until all fees and disbursements have been settled in full.
- c. We will keep all documents, correspondence, memoranda and notes which have been created in the course of the instruction, whether held electronically or in hard copy, for such period as we consider appropriate.
- d. We are entitled to destroy any documents held by us, howsoever held, pursuant to any engagement terms from the date falling 20 years after the completion of our services.
- e. After the period of continued retention (whether in electronic form or otherwise) of such documents, correspondence, memoranda and notes (save for original signed documents), we have the right to destroy all such files, unless you have requested in writing to the contrary, at or prior to the conclusion of any matter in question.
- f. Should we need to retrieve files from storage, either in relation to new instructions to act for you (where the archived files are relevant) or where you have asked us to retrieve specific documents or papers, we reserve the right to charge for such services.

16. Website and intellectual property

- a. All correspondence, files and records and all information and data held by us on any computer system is the sole property of BCR Law for our own use and you acknowledge that you have no right of access or control over such information.
- b. Our website (www.bcrlawllp.com) and all material contained in it, provides general information only. None of its content constitutes legal or professional advice, and it should not be relied upon as such. We do not accept responsibility for any loss which may arise from reliance on information contained in this website.
- c. We do not guarantee that documents or files within this website are virus-free. As such we accept no liability or responsibility for any loss or damage, however caused, by any virus. We strongly recommend that you use virus checking software when using our website.
- d. We do not endorse any information contained in any external internet sites and the links on this website do not imply any association with the policies of the organisations responsible for such websites. We are not responsible for the content or privacy policies of any external internet websites linked to this website.

17. Confidentiality, data protection and cyber fraud

- a. The primary data controller in relation to this engagement is BCR Law.
- b. References in these Terms and Conditions to Personal Data means all the details we hold about you and the matters upon which we are instructed by you, whether those details are supplied by you or come from third parties. We are committed to ensuring that Personal Data is kept confidential in accordance with these Terms and Conditions.
- c. We shall ensure that any Personal Data gathered under these Terms and Conditions will be processed in accordance with the requirements of the Data Protection Legislation.

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- d. Personal Data will not be sold or rented to third parties.
- e. By instructing us, you consent to our using the Personal Data. You must not send us Personal Data if you object to that information being processed by us in the ways described in these Terms and Conditions.
- f. No personal or sensitive data will be used other than for the purpose for which it was originally obtained, and all Personal Data shall be processed fairly and lawfully.
- g. We are the sole owner of all information and Personal Data obtained through our website and through acting for you. You may request and receive copies of Personal Data that we may hold about you. Should you wish at any time to receive a copy of this information, please notify us in writing.
- h. You may request that any inaccuracies in the Personal Data we hold about you be corrected and that any personal data that we hold about you, which we do not have a legitimate reason to retain, be erased.
- i. We endeavour to ensure that all data held is accurate, complete and up to date. We shall hold no more data than is necessary for the purpose for which it is held. It is our policy to review this data from time to time and delete those which are no longer necessary.
- j. If we are going to hold special category data (as defined in the Data Protection Legislation) on your behalf then in order for us to comply with the Data Protection Legislation, and if you have not already done so in relation to previous instructions, we require you to sign and return a special category data processing schedule by which you give specific consent for us to process your personal data in accordance with these Terms and Conditions. All other data will be held by us under Article 9 (1) and pursuant to Schedule 2, Part 1, Clause 2 of the Data Protection Legislation.
- k. Where Personal Data consists of personal data about you and/or your officers, employees, shareholders, beneficial owners, associates, agents and, where applicable family members you acknowledge that we may process such personal data in accordance with the Data Protection Legislation and our privacy policy (a copy of which is available on request).
- l. We shall not disclose to any third-party Personal Data which we may obtain in relation to your affairs unless:
 - i. With your consent; or
 - ii. Where necessary in order to properly discharge our duties under these Terms and Conditions.
 - iii. To a person or entity to whom we have properly delegated any of our functions to enable them to perform those delegated functions diligently and properly.
 - iv. Required by law or order of any court, tribunal or judicial equivalent or pursuant to any direction, request or requirements (whether or not having the force of law) of any governmental, regulatory or supervisory body; or
 - v. Such information is already the public domain through no fault of our own.
 - vi. Where such information was obtained or independently developed by us on a non-confidential basis.
- m. Notwithstanding the foregoing, we may disclose Personal Data relating to your engagement for legitimate business purposes to any of the following, which may be in another country:
 - i. Our professional indemnity insurers, professional advisers, auditors and bankers; or
 - ii. Other service providers or agents who are subject to duties of confidentiality such as auditors, credit reference agencies, insurers, debt collectors and providers

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- of computing facilities.
- n. The legitimate business purposes for which we may disclose Personal Data includes but is not limited to:
 - i. General client and matter management, undertaking internal conflict of interest checks, anti-money laundering and financing of terrorism checks, analysing BCR Law's performance and generating internal financial and marketing reports.
 - ii. Assessing legal and financial risks and collecting debts.
 - iii. Ensuring that our client care is of the highest quality; and
 - iv. Marketing BCR Law's services to you in the future, which may involve contacting you, or, where applicable, individuals within your organisation using the contact details provided to us.
- o. You agree that we shall have no obligation to disclose to you or to use for your benefit any information in our possession from time to time in respect of which we owe a duty of confidentiality to another person.
- p. You agree that the fact that we hold confidential information relating to you or your business, will not prevent our acting for other clients to whom that information might be material, whether or not you remain our client at the relevant time. However, if your interests and those of the other clients are adverse, we will protect your confidential information by setting up information barriers around it for the duration of the matter to which that information might be material.
- q. Cyber Fraud: We are committed to minimising your exposure to fraudulent activity. Accordingly, if you ever receive an email purportedly containing our bank details, please contact your BCR Law contact to confirm its authenticity. In addition, please ensure you only reply to and open attachments from genuine emails sent by us and carefully check the email address. Again, if you are ever uncertain as to an email's authenticity please contact your usual contact.
- r. We may use external agencies for typing, photocopying, printing and debt collection and you agree that we may disclose information to third parties for that purpose. There may be occasions where outsourcing of other activities is desirable. We will advise you before outsourcing such other activities.
- s. Where any transfer of Personal Data is to any person in another country, such transfer is on the basis that anyone to whom we pass it to provides an adequate level of protection. However:
 - i. That other country may not provide the same level or type of statutory protection; and
 - ii. In some circumstances Personal Data may be accessed by law enforcement agencies and other authorities to prevent and detect crime and comply with legal obligations.
- t. You must ensure that Personal Data provided to us has been provided legitimately and that there is a legitimate basis under any applicable data protection legislation for providing such data to us.
- u. If you have any queries or concerns concerning the use of your data, please contact our Data Protection Officer (details of which can be found on our website).
- v. If you wish to raise a formal complaint about the way we have used your data then you may contact the Jersey office of the Information Controller at 2nd Floor, 5 Castle Street, St Helier, JE2 3BT or by email at enquiries@jerseyico.org.

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18. Disclosure of documents

- a. Parties to litigation often come under an obligation to the other parties to disclose, at the appropriate stage in the proceedings, all documents within their control (including video/audio recordings and electronically stored information) which are relevant to the proceedings.
- b. We will advise you in detail about the nature and extent of any discovery obligations at the appropriate time.
- c. You must keep safe all documents you have which are or may be relevant to your case so that we can review them in due course. Failure to keep such documents safe may result in serious damage to your prospects of success in the case.

19. Marketing

- a. We reserve the right to use the details of the identity of a client and a brief outline of the nature of the matter in our marketing material.
- b. We will notify you in advance of our intention to use such information.
- c. We will not use any information about you or your case where you specifically request us not to do so unless such information is already in the public domain.

20. Due Diligence

- a. We are required to complete due diligence checks on all new and existing clients. These checks include gathering information and documents to verify each individual or entity for whom we act and if applicable, each principal or beneficial owner of that entity.
- b. In compliance with Jersey's Anti-Money Laundering (AML), Counter Financing of Terrorism (CFT), and Counter Financing of Proliferation (CFP) regulations, it is a requirement that we conduct thorough due diligence on our clients and all source of funds where applicable.
- c. To enable us to fulfil these requirements efficiently and securely we use an electronic verification system, "Verify 365". Depending on the nature of our engagement with you and specific documentation needs, BCR may ask you to complete various verifications through Verify 365. This may include, but will not be limited to ID verification, address verification and a source of funds questionnaire.

It is imperative that you use original documents at all stages. Verify 365 is accessible through a downloadable app. During the on-boarding process BCR will send a secure link to your mobile with the instructions of what to do.

However, for those unable to use the app a web portal alternative is available to ensure that everyone can comply with these critical requirements. For those that are unable to use the web portal we are still able to undertake fee earner led compliance checks using the documents stipulated in Appendix B. Fees may be chargeable at the discretion of BCR Law for these checks depending on complexity and time taken. This approach aligns with the guidelines set by the Jersey Financial Services Commission (JFSC) under the Money Laundering (Jersey) Order 2008 and the accompanying handbook, ensuring that we adhere to the highest standards of regulatory compliance.

However, should you face any difficulties during the verification process, please do not hesitate to contact Verify 365 directly at 0121 274 2312 or 0121 274 2314 for support. The verification of

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client data is a vital step in our joint effort to prevent money laundering, terrorist financing, and the financing of proliferation, safeguarding both our clients and the integrity of the Jersey financial system.

- d. As part of ongoing verification checks we reserve the right to request extra due-diligence if we deem that the matter requires us to undertake enhanced due diligence or we deem the instruction needs extra due-diligence for any reason. We may also ask for extra due-diligence during the matter duration to fulfil the Anti-Money Laundering (AML), Counter Financing of Terrorism (CFT), and Counter Financing of Proliferation (CFP) regulations requirements on the transaction. To the extent we are required to undertake enhanced or extra due diligence or undertake further checks we will charge for these on a time spent basis. This minimum charge will not typically apply if we are instructed by a natural person.
- e. If purchasing a property or transferring a property from one name to another we must have a copy of your Registration Card. These are available from the Jersey Social Security Department.
- f. Due-Diligence documentation will typically be requested through Verify 365. However, where there is a need for us to request due-diligence due to the app or web portal being unavailable, the list in Appendix B details what information and documentation requirements that we may request to satisfy our due diligence. It should be noted that each transaction will have different requirements and therefore this is not an exhaustive list:
We may immediately stop acting for you if, within a reasonable period, you fail to produce or delay in producing any information or documents (in a form acceptable to us) we require for our due diligence checks. If we so terminate our engagement, that termination will be without any liability on our part and without prejudice to our ability to claim our fees, disbursements and charges incurred prior to that termination.
- g. We are not permitted to provide final advice to enable a transaction to complete until our due diligence checks have been finalised. Any advice that we give to you prior to the completion of the due diligence checks will be taken to be preliminary advice on which you cannot place any reliance and for which we accept no liability.
- h. If we are requested to provide copies of due diligence records to third parties, we may charge a fee depending on the extent of the due diligence required and will action only after receipt of a signed mandate of release by you.

21. Tax Issues

We do not advise on any taxation issues relating to you or any matter in which we have been instructed. In certain circumstances we may require to be provided with a copy of any tax advice you have received.

22. Force Majeure

We shall not be liable for any loss, damage or delay caused by any extraordinary event or circumstance beyond our control including, but not limited to, war, strike, riot, insurrection or act of God.

23. Partial Invalidity

- a. The invalidity, illegality or unenforceability of any provision or provisions of these Terms and Conditions shall not affect the validity or enforceability of any other provision of these Terms and Conditions, which shall remain in full force and effect.

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24. Joint and Several Liability

Where the client is more than one person:

- b. Each person appoints the other person or persons to act as his agent to exercise full power and authority in connection with the Services on his behalf.
- c. The obligations of the Client in connection with the matter shall be joint and several.
- d. Where we communicate with one of the persons who comprise the Client such communication shall be deemed to be with all of the persons who comprise the Client and it shall be assumed that such person is authorised to give instructions to us on behalf of each person.

25. Liability to Third Parties

Save as expressly agreed in writing, we do not accept or assume any duties or liability to any person other than you and we therefore exclude, to the fullest extent permissible by law, any liability to third parties.

26. Jurisdiction

- a. The construction, validity and performance of these Terms and Conditions shall be governed by the law of the Island of Jersey.
- b. The courts of the Island of Jersey shall have exclusive jurisdiction in relation to any claim, dispute or difference concerning the Engagement Document and any matters arising from it.