



Standard Terms and Conditions

1. Introduction

- 1.1 These standard terms and conditions (“Standard Terms and Conditions”) are accompanied by a Client Care Letter (together “this contract”). If there is any conflict between these Standard Terms and Conditions and those contained within the Client Care Letter, the Client Care Letter will prevail.
- 1.2 We use the expressions “we”, “us” and “our” to refer to Jordans Corporate Law Limited (“JCL”) and “you” and “your” to refer to you, our client. We also use the expression “charges” to avoid repeating the expression “fees, disbursements and expenses”, all of which are referred to on each occasion this word is used.
- 1.3 This contract is between you and JCL. You agree that your relationship is solely with us as the entity contracting with you. All opinions, advice and services are provided by JCL and all liability is the sole responsibility of JCL. Whilst the directors, employees and agents of JCL may communicate with you on a personal or first name basis, they do so strictly on JCL’s behalf and not in a personal capacity.
- 1.4 Accordingly, there is no contract between you and any director, employee or agent of JCL and no director, employee or agent of JCL assumes any personal responsibility (whether in contract or otherwise) to you. You agree that if, as a matter of law, any of our directors, employees or agents would otherwise owe you a duty of care that duty is excluded. You agree that you will not bring any claim against any of our directors, employees or agents for any matters arising out of or in connection with providing services to you.
- 1.5 These Standard Terms and Conditions are subject to review from time to time. We will give you not less than 30 days’ written notice of any change to these Standard Terms and Conditions after which time such change shall be binding upon you.
- 1.6 This contract is governed by English law. Save as provided below you agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this contract or its subject matter or formation (including non-contractual disputes or claims). However, you agree that we have the right to bring proceedings against you in the courts of any other country which may have jurisdiction to recover fees or other sums payable to us.

2. Instructions

- 2.1 We have set out the agreed scope of your instructions in the Client Care Letter. Any subsequent change will be discussed with you and, if we consider appropriate, a new client care letter will be issued.
- 2.2 We shall proceed on the basis of the instructions we have received from you and rely upon you to tell us as soon as possible if anything occurs which renders any information previously given to us incorrect, inaccurate or incomplete. This information will form the basis of our advice to you. We shall not be responsible for any failure to advise or comment on any matter which falls outside the agreed scope of your instructions.

- 2.3 We only provide advice on the laws of England and Wales and, where applicable, any mandatory EU law applicable in England and Wales. We do not offer any advice ourselves on foreign law, or its effect, unless we specifically state that we are so advising. Unless the Client Care Letter specifically states to the contrary, our services provided in relation to a matter do not include the provision of any tax advice.

3. **Anti-Money Laundering Legislation**

- 3.1 In common with many businesses we are subject to anti-money laundering legislation which requires us to obtain and keep documentary evidence of the identity of our clients and have an understanding of their financial position and business affairs. We are also required to investigate the management and control (including beneficial ownership) of corporate entities and trusts. If we act for you for a long time, we may have to repeat this process periodically.
- 3.2 Under this legislation, we may need to ask for additional information about the source of funds for a transaction and we may refuse to proceed if we are not reasonably satisfied about the source and legitimacy of funds.
- 3.3 Our verification of your identity may include the use of electronic verification services or online identity checking services and/or require you to provide us with original documents, which we will photocopy for our records.
- 3.4 Where we use electronic verification services, we will ask you to provide or confirm certain information relating to yourself or to your partners or to particular directors, shareholders, or other beneficial owners including their names, addresses and dates of birth. Where you provide or confirm such information, you undertake that you have consent from the relevant individual in the following terms: "JCL may undertake a search with Experian for the purposes of verifying my identity. To do so Experian may check the details I supply against any particulars on any database (public or otherwise) to which they have access. They may also use my details in the future to assist other companies for verification purposes. A record of this search will be retained."
- 3.5 We are also required to report certain suspicious transactions to the authorities and this overrides our duties of confidentiality to our clients. Where this occurs we cannot allow the transaction to proceed until we receive authorisation. In certain circumstances, we must report to the National Crime Agency any evidence or suspicion of money laundering. The law prevents us from notifying you that a report has been made.
- 3.6 We do not have any liability for any loss flowing directly or indirectly from our compliance with our obligations under any anti-money laundering legislation (or such obligations as we understand them).
- 3.7 Where a third party may benefit from the legal services provided by us to you, whether through our express consent, or by virtue of the nature of your relationship with that third party (such as where you act as intermediate advisor, accountant, solicitor, investment manager, trustee, attorney, partner or similar relationship), we may ask you to provide us with sufficient information to satisfy our statutory money laundering obligations.

Our obligations under the Money Laundering Regulations 2007 require us to take a risk-sensitive level of verification on any third party benefiting from our advice and, if appropriate, you shall obtain your client's consent to disclosure of such information to us. In most instances, this will involve disclosure of the nature of the transaction, the names of the third parties involved and the disclosure of key documents, such as a trust deed, partnership agreement or letter of appointment. We will only seek further information relating to the third party's identity where we consider this necessary for our own verification purposes.

Notwithstanding the above, you shall not be obliged to provide further information relating to the third party's identity, but we reserve the right to terminate this retainer where we consider that we are exposed to liability under the anti-money laundering law.

4. **Communication**

- 4.1 We will communicate with you and with others by letter, fax, telephone and email. Email communication carries with it the risk of inadvertent misdirection or non-delivery. You, as recipient, are responsible for carrying out a virus check on attachments. Internet communications may be corrupted, and we accept no responsibility for changes to such communications after their despatch. It may therefore be advisable to get written confirmation of advice provided by email. We do not accept responsibility for any errors or problems that arise through the use of the internet, and you must accept all risks connected with sending commercially sensitive information relating to you or your business. If you do not accept this risk you should notify us in writing that email is not acceptable to you.
- 4.2 We use filtering software to reduce the receipt of spam and the introduction of viruses into our systems. As there is a risk of filtering out legitimate correspondence, you should not assume that every email will be received. If there is any indication that an email has not been received, please follow up important communications by telephone.

5. **Conflicts of Interest**

- 5.1 We cannot act in a matter where our duty to act in your best interests conflicts (or there is a significant risk it may conflict) with either our duty to act in the best interests of another client or clients or with our own interests in relation to the matter on which you have instructed us or a related matter.
- 5.2 Whilst we undertake conflict checks at the outset of a matter, unavoidable conflicts can arise at any time and we will inform you as soon as practicable if this occurs. You should notify us immediately if you become aware of a situation that either does or could potentially give rise to a conflict. In these circumstances we may cease to act.
- 5.3 We will also not be able to disclose to you any information we learn for the purpose of establishing whether we would have a conflict of interest in accepting instructions from another client or potential client. This means, for example, that we do not have to alert you to the fact that a third party is seeking advice on a particular matter which may be of interest to you.

6. **Fees**

- 6.1 Unless otherwise agreed in writing, our fees are calculated by the amount of time we spend, the complexity of the matter and the level of skill and specialised knowledge involved. Our charges will be payable by you regardless of the outcome of the matter on which we have been instructed.
- 6.2 Our time is recorded. Our fees are normally calculated by reference to the current hourly rates of the fee earners concerned and applicable at the time that the work is carried out for you. The rates currently applicable are set out in the Client Care Letter.
- 6.3 Time spent may include, but will not necessarily be limited to: perusing and drafting documents and correspondence, research, preparation, time spent on the telephone or in meetings or at court, travelling and waiting time, supervision and file administration. Our fees include the time spent travelling on your instructions for the purposes of your matter which cannot be used productively for other purposes.

- 6.4 We do review our charges from time to time and shall notify you on not less than 30 days' written notice of any change in these after which time such change shall be binding upon you.
- 6.5 We will not accept cash from you or on your behalf in any form whether as payment for our services to you, including payment for our benefit or in respect of a third party, or otherwise.
- 6.6 VAT is payable on all charges (unless in your case we are satisfied VAT is not payable). All figures in our Client Care Letter or any other correspondence with you are exclusive of VAT unless otherwise stated.
- 6.7 Any estimate provided as to fees is only a guide and must not be taken as a firm quotation, unless we have confirmed in writing that we shall charge a fixed fee. We will keep any estimates under review and provide you with written revised updates where applicable. In some circumstances we may need to revise our estimates, e.g. if your instructions change, matters become more complex or unforeseen or exceptional circumstances arise. We will discuss and agree any proposed variation to our fees with you. If we cannot agree a revised figure or you then do not wish us to continue working for you, we will bill you for work and disbursements to date.

7 Capped and Fixed Fees

- 7.1 If a cap or limit is agreed on the level of our fees then our fees will not exceed the amount specified in the Client Care Letter. However, the application of the cap or limit is agreed on the basis of the instructions and information supplied to us and on any assumption set out in the Client Care Letter.
- 7.2 If we have agreed to a fixed fee with you, then the Client Care Letter includes a detailed description of what we have agreed to do for that fee and a summary of the information which you have given us. In order to provide that description, on which the fixed fee is based, we must have as much information as possible about the work which you want us to do, so that we can estimate the time it will take us.
- 7.3 Provided the scope of your instructions does not change, the information in the summary is accurate, and there is no material delay in progressing or completing the matter beyond our control, we will complete your instructions for the fixed fee. If this position changes, then we reserve the right to amend the fixed fee.
- 7.4 Unless the Client Care Letter states otherwise, expenses and disbursements shall be payable in addition to any capped or fixed fee.
- 7.5 By instructing us, you are authorising us to incur such disbursements or expenses as we consider reasonably necessary. However, we will consult you before incurring any significant disbursements or expenses.
- 7.6 You will be responsible for payment of these disbursements or expenses. As we are directly responsible for third party charges incurred in connection with our advice to you, we may require a payment in respect of them in advance.

8. Payments on Account

- 8.1 We may ask you to provide sums in advance to cover charges. If we do, any payment will be held in our client account on account of charges which we are likely to incur on your behalf.
- 8.2 Save for any advance payments for disbursements and expenses which may be applied when they are incurred, the money will be retained until completion of the matter although, at our discretion, some or all of it may be applied towards any bill which has remained unpaid for more than 30 days. If part or all of the money is used in this way, or if for any reason it is

reasonable to review the amount held by us, we may ask you to provide a further sum to cover future charges.

- 8.3 We may require you to make a payment to us on account of charges at any time and on more than one occasion. The receipt of any such payment on account will be a condition of acting, or continuing to act for you. Our total bill may be higher than the amount you have paid on account. Money paid on account which is not subsequently required for charges will be refunded to you. If you do not pay promptly any request for money on account, we reserve the right to decline to act further.
- 8.4 Subject always to the Solicitors' Accounts Rules we are not responsible for any loss arising from the insolvency of any bank where client funds are held.
- 8.5 If at any time you would like confirmation of the monies remaining on account, please let us know.
- 8.6 In accordance with the Solicitors Accounts Rules in respect of money that we hold for you in our client account, we shall account to you for a sum in lieu of interest (subject to any applicable withholding tax) on a fair and reasonable basis as follows:
- (a) in normal circumstances, if the total amount of interest calculated over the course of a transaction is less than £25, no interest will be paid;
 - (b) interest will be based on the rate of interest payable by our bank on the relevant amount, if it were to be held separately in our instant access general client account; and
 - (c) interest will be calculated daily on the balance held.
- 8.7 We will normally hold client monies in an instant access client bank account in which amounts for different matters and clients are pooled. However if you specifically instruct us in writing to do so we may place your client monies on a term deposit and interest earned on such term deposit shall be paid to you in full.
- 9. General Provisions about Bills**
- 9.1 Our bills will contain a brief description of the work performed during each billable period but not a detailed narrative. If you require further detail, please let us know.
- 9.2 Our bills must be paid within 30 days of delivery, unless that period is extended in writing. If you wish to make payment by way of bank transfer, we will provide you with our bank details with each bill or at your request.
- 9.3 If a bill remains unpaid for more than 30 days, we reserve the right to suspend or terminate the provision of any services on any matter until payment is received. We may, in order to secure payment of our charges, have first call upon any money or other property recovered or preserved for you by our efforts pursuant to Section 73 of the Solicitors Act 1974. We are also entitled to settle your entire account from monies received or held on your behalf and to retain papers, documents and other property held by us until you have paid any outstanding amount, including interest. Please note that we reserve the right to charge costs and expenses incurred in recovering late payments and to charge interest at the rate then in force pursuant to the Late Payment of Commercial Debts (Interest) Act 1998 (or any amendment thereof) as at the due date.
- 9.4 If we bring proceedings against you because you have not paid our bills, we will ask the court to order you to pay all of the costs we incur in those proceedings.

- 9.5 If a third party undertakes responsibility for payment of some or all of our charges on your behalf, and payment is not made as set out above, then you will be responsible for settling any outstanding amount.
- 9.6 If our instructions are given by, or on behalf of, more than one person or company each will have joint responsibility for the full amount regardless of to whom our bills are addressed.

10. Termination

- 10.1 Either one of us may terminate this contract or the provision of any part of the services at any time:
- (a) by giving not less than 30 days' written notice to the other; or
 - (b) with immediate effect if one of us commits a material breach of its obligations under this contract and, where such breach is capable of remedy, fails to remedy such breach within 30 days of receiving notice in writing from the other to so remedy.
- 10.2 In addition, we may terminate this contract or the provision of any part of the Services by written notice with immediate effect if:
- (a) any sum due to us is not paid on its due date (whether due in accordance with this particular contract or otherwise);
 - (b) you are unable to pay yours or its debts as they fall due within the meaning of Section 123, Insolvency Act 1986, a receiver, administrator or trustee in bankruptcy is appointed over or in relation to you or a resolution is passed or an order made for your winding up (if you are a Company) or an event occurs within the jurisdiction of the country in which the Company is situated which has a similar effect;
 - (c) any legal proceedings are threatened or commenced against you;
 - (d) if we consider that the confidence inherent in a solicitor-client relationship has broken down;
 - (e) the actions, omissions or identity of you, or persons associated with you have caused or are likely, in our opinion, to cause us, any of our group companies or any of our employees to be in breach of any law or regulation or to incur any liability in any country or jurisdiction whatsoever or to damage in any way our reputation or the reputation of any of our group companies or employees; or
 - (f) any information, assurance or warranty given to us by you, whether in the Client Care Letter or otherwise, is found to be incorrect, insufficient or misleading in any material respect.
- 10.3 The failure to terminate this contract when any of the events set out in sub-clauses 10.1(b) or 10.2 occurs shall not prevent the termination of this contract at any future time so long as the relevant circumstances subsist at that time.

11. Consequences of termination

- 11.1 On termination of the provision of the services under this contract we shall:
- (a) immediately cease to provide the services as specified in the termination notice and be under no further obligation to undertake any further services for you;
 - (b) procure that any person provided by us shall resign from any office or position held as a consequence of providing the services under this Client Care Letter and Standard Terms and Conditions and so notify any relevant authority;

- (c) be under no further obligation to receive or forward any correspondence for you and may, at our discretion and without incurring any liability, destroy or return correspondence to sender and notify correspondents that you may no longer be contacted at our address; and
 - (d) transfer any relevant documentation to the person that, within 7 days of the termination date, you specify to us in writing and if you do not so specify, to you.
- 11.2 On termination of the provision of the services under this contract you shall:
 - (a) if we have provided a registered office address, promptly arrange an alternative address and, if we so require, provide us with a duly signed and completed statutory form for filing with Companies House notifying the change;
 - (b) take reasonable steps to notify all the persons to whom our address was given that the company may no longer be contacted at our address;
 - (c) within 7 days of the termination date, notify us of the name and address of the person to whom the company's statutory registers and original documentation should be sent; and
 - (d) ensure that any other steps are taken to give prompt effect to these changes.
- 11.3 We shall not be liable in any way to you, or any other person for any loss or damage whatsoever arising directly or indirectly from the termination of this contract, the resultant withdrawal of services or the exercise of our powers pursuant to this paragraph.
- 11.4 Termination of this contract is without prejudice to any rights or obligations outstanding or accrued at that date and to the continuing effect of those provisions of this contract which are expressly or by implication provided to come into effect on, or to continue in effect after, termination.
- 12. **Data Protection, Copyright and Confidentiality**
- 12.1 We keep information passed to us confidential and will only disclose it to third parties as authorised by you or as required by law or as set out in clause 12.2 below. In certain circumstances the law requires us to disclose information relating to you. The information is also likely to be covered by the Data Protection Act 1998.
- 12.2 Inevitably we may have to disclose some information to third parties and we accept instructions only on the understanding that we have the authority to do so when reasonable and necessary for the purposes of dealing with any matter on which you instruct us on your behalf, or in addressing any issue or concern you or we may identify in your interest, or (in the context of our insurance arrangements) in our own interest. If we have any doubt as to whether you might object to the disclosure of any information we will seek to obtain your consent before doing so unless disclosure is required by our regulators, insurers, professional advisers or as a matter of law. We may also share your information with business partners and suppliers with whom we may have outsourced certain of our business functions. External organisations may also conduct general audits and quality checks on us and we may share your information with those organisations as part of such audit or check. All such business partners, suppliers and external organisations are subject to confidentiality agreements in their arrangements with us.
- 12.3 If we instruct counsel on your behalf, we may keep a copy of an opinion given by counsel in electronic form for internal know-how purposes but we will ensure that client confidentiality is preserved.

- 12.4 When we undertake work for you, we keep a record of contact details of individuals at your business or working on behalf of your business whom we may contact in order to carry out your instructions. We also keep other personal information (including events organised by us in which those individuals have participated or expressed an interest in participating, areas of legal and commercial interest and personal preferences) in order to update those individuals from time to time with information (such as legal or commercial news) which may be of interest, and to invite them to events held by us. You may at any time contact us should you wish to amend any of the information we hold, or in the case of electronic communications such as updates, by using the opt-out facility on each communication.
- 12.5 The reports, information and advice we provide to you are given in confidence and are provided on condition that you undertake not to disclose these or any other confidential information provided by us to you during our work, to any third party without our prior written consent.
- 12.6 We retain the entire copyright and all other rights in all documents, software and materials provided by us to you. You are granted a non-exclusive licence to use such documents, software and materials for the matter for which they are provided but not otherwise.

13. **Documents Relating to Your Matter**

- 13.1 Any of your papers that remain in our possession at the conclusion of your matter (except those which you ask us, in writing, to return to you) will be kept in storage but on the understanding that we have your authority to destroy the file at any time from the date of delivery of our final invoice in respect of the matter. We shall not, however, destroy documents which you specifically ask us to hold in safe custody.
- 13.2 If we retrieve electronic or hard copy documents out of storage in order to carry out the same or further instructions from you, we will not normally charge for this. However, if you ask us to retrieve stored documents or transfer documents to a third party for a matter on which we are not to be instructed, we will review the files to ascertain which documents belong to us, and which belong to you and any third parties. We may charge you for this and for any costs associated with delivering the file.

14. **Your Indemnity**

- 14.1 You undertake to fully and effectively:
- (a) indemnify us and our directors, employees and agents from and against any liability incurred by either of us (including any costs incurred and any fine or penalty issued against or liability personally incurred by any of our companies or employees) which arises from any of the following: (i) from or as a result of the provision of the services, or from this Client Care Letter; (ii) any act or omission relating to the provision of the services or any other work carried out by any of us at your request or at your request, other than any liability arising out of our negligence, wilful default or fraud; or (iii) any failure by you to comply with the obligations arising out of this Client Care Letter; and
 - (b) indemnify us against any costs, charges and expenses suffered or incurred in enforcing the terms of this contract.

15. **Our Liability**

- 15.1 In the event that we have any liability to you, our liability to you shall be limited to that proportion of your loss and damage which is just and equitable having regard to the extent of your own responsibility and that of any other party who may also be liable to you in respect of it and regardless of the ability of any such person to make payments.

- 15.2 We do not have any liability in respect of advice in relation to matters which fall outside the scope of our agreed services. Nothing in this condition shall be construed as purporting to exclude nor limit any liability the exclusion or limitation of which is prohibited by law.
- 15.3 Save where such liability arises directly from the provision of our legal services, we will not be liable for any consequential, special, indirect or exemplary damages, costs or losses or any damages, costs or losses attributable to lost profits or opportunities.
- 15.4 You must not rely on any provisional advice or drafts of any advice (whether oral or written), reports, letters or other documents we send you, since they may vary significantly for any final report or advice.
- 15.5 We do not assume any legal responsibility to you for work of third parties engaged on your behalf.
- 15.6 We are not and shall not be liable to you or to any other person for any loss, cost or liability whatsoever caused by the act, omission, fraud, delay, negligence, insolvency or default of any bank, financial institution, clearing or payments system or of any regulatory, governmental or supra-national body or authority or of their directors, officers, employees, agents or representatives.
- 15.7 You acknowledge that the limitations on our liability set out in this contract are reasonable having regard to the assessment of the amount of any likely liability to you if we make a mistake, the fees that we are charging, the availability and cost of professional indemnity insurance, and possible changes in the future availability and cost of insurance and solvency of insurers.
- 15.8 We have in place compulsory professional indemnity insurance as required by the Solicitors Regulation Authority. Details of the qualifying insurer and details of territorial coverage are available on request.
16. **Complaints Handling Procedure**
- 16.1 We are committed to providing high quality legal advice and client care. We recognise that occasionally things can go wrong and you may wish to complain. We treat complaints seriously, and will work with you to try to reach a satisfactory conclusion. If you are unhappy about any aspect of the service you have received or about the bill please contact Steve Edwards on 0117 918 1479 or Steve_Edwards@jordans.co.uk or by post to our office at 21 St Thomas Street, Bristol BS1 6JS. We have a procedure in place which details how we handle complaints which we can send to you on request. We have eight weeks to consider your complaint. If we have not resolved it within this time you may complain to the Legal Ombudsman.
- 16.2 If you are not satisfied with our handling of your complaint you can ask the Legal Ombudsman at Legal Ombudsman, PO Box 6806, Wolverhampton, WV1 9WJ or 0300 555 0333, enquires@legalombudsman.org.uk or www.legalombudsman.org.uk to consider the complaint. You should be aware that not every client can pursue a complaint with the Legal Ombudsman so you will need to check this with them. If you are an individual member of the public, a small business, charity, club or trust, you are able to pursue your complain through the Legal Ombudsman and our Complaints Procedure does not affect your rights in any way. Normally, you will need to bring a complaint to the Legal Ombudsman within six months of receiving a final written response from us about your complaint.

- 16.3 There is a further right to challenge the level of charges in your bill. If you consider that our charges are higher than they ought to be having regards to our contract then please discuss this in the first instance with the person responsible for your work. In the absence of agreement you may make a formal complaint under our Complaints Procedure or you may apply for an assessment by the court under Part III of the Solicitors Act 1974.
17. **Diversity**
- 17.1 We have formal procedures in place to ensure equal opportunities. We are committed to treating all prospective and existing employees, partners, clients and third parties equally and without regard to gender, marital status, ethnic origin, age, disability, sexual orientation or religious belief.
- 17.2 Our Equality and Diversity Policy is available on request.
18. **Bribery Act 2010**
- 18.1 You warrant and undertake that are not engaged in and you will not engage in any activity, practice or conduct which would constitute an offence under the Bribery Act 2010 if such activity, practice or conduct had been carried out in the UK.
19. **Third Parties**
- 19.1 Nothing in this contract will entitle any third party to rely on or enforce any terms of this contract, whether under the Contracts (Rights of Third Parties) Act 1999 or otherwise except that any director, employee or agent of JCL may enforce any of the provisions of clauses 1.3, 1.4 and 14.1 above.
- 19.2 The rights of the parties to terminate, rescind or agree any variation, waiver or settlement under this contract are not subject to the consent of any other person
- 19.3 The advice we provide is solely for the benefit of the client to whom our Client Care Letter is addressed. No benefits under this contract shall be conferred by you to any third party.
- 19.4 Subject to clause 19.5, if we do consent to copies of our advice being provided to a third party we will be entitled to charge an additional fee for providing such consent. The amount of the additional fee will be agreed directly with the third party who will be responsible for payment.
- 19.5 Where a third party may benefit from the legal services provided by us to you by virtue of the nature of your relationship with that third party (such as where you act as intermediate advisor, accountant, solicitor, investment manager, trustee, attorney, partner or similar relationship) and we have expressly identified that third party in the Client Care Letter, you may pass copies of our advice to that third party and we shall not charge any additional fee in that regard. Notwithstanding the provisions of this clause 19.5, our advice is solely for the benefit of the client to whom our Client Care Letter is addressed and we have no responsibility to such third party whether in contract, tort or otherwise.
- 19.6 If you disclose any of our advice or reports to a third party, you will make it clear to the third party that we accept no responsibility to them.
20. **Survivorship, Severability and Non-Waiver**
- 20.1 Any of these Standard Terms and Conditions which expressly or impliedly have effect after termination or expiration will continue to be enforceable notwithstanding termination or expiration.

- 20.2 If any part of any of these Standard Terms and Conditions is held by the court to be illegal or unenforceable, then the remainder of such term and the other terms shall be enforceable notwithstanding such illegality or unenforceability.
- 20.3 Any failure by us to insist upon strict performance of any of terms of this contract or any failure or delay by us to exercise any rights or remedies whether under the terms of this contract or at law or otherwise, shall not be deemed a waiver of our rights to insist upon the strict performance of the terms of this contract or of any of our rights or remedies as to any default under the terms of this contract.

21. **General**

- 21.1 Any notice shall be given in writing and signed by or on behalf of the party giving it and shall be delivered in person or by pre-paid first class post or transmitted by facsimile to the last known address or facsimile number of the party being served, or to such address or facsimile numbers which have been notified in writing to the other for this purpose from time to time.

We may also give notice to you by email transmitted to your last known email address, or to such email address which has been notified in writing by you to us for this purpose from time to time. You may not give notice to us by email.

- 21.2 A notice shall be deemed to have been served:
- (a) at the time of delivery, if delivered personally;
 - (b) 48 hours after posting in the case of an address in the United Kingdom and 96 hours after posting for any other address; and
 - (c) 2 hours after transmission if served by facsimile or email during normal business hours of the recipient, and at the opening of business on the following day if not sent during such normal business hours.