

## TERMS AND CONDITIONS

### 1. INTRODUCTION

- 1.1 These terms and conditions of business ("T&Cs") apply to clients of Advocate Carl Geoffrey Parslow (and his partners) trading as **Parslows, Parslows Jersey, and Parslows Notaries**, Parslows Executors Limited trading as **Parslows Wills & Probate** and/or **Parslows International Limited** trading as Parslows International in respect of any legal professional services and/or advice and/or notarial services and/or other services provided by us that we are asked to provide and/or arrange ("Legal Services").
- 1.2 The T&Cs and any related Retainer Letter and Schedule explain the basis upon which we accept instructions and charge for Legal Services.
- 1.3 These T&Cs the Retainer Letter and Schedule shall together constitute the contract for the provision of Legal Services in relation to any Engagement.
- 1.4 These T&Cs apply to all Legal Services provided by us and supersede and replace all T&Cs in relation to Legal Services previously in force.
- 1.5 In these terms "Parslows", "we", "us" and "our" refer to Advocate Carl Geoffrey Parslow (and his partners) trading as Parslows, Parslows Jersey, Parslows Notaries, Parslows Executors Limited trading as Parslows Wills & Probate and/or Parslows International Limited trading as Parslows International and/or any service company and/or business owned and/or controlled by Advocate Carl Geoffrey Parslow (and his partners) and/or any successor practice as

applicable for the relevant Engagement.

1.6 The "Client" and "you" refers to the client or clients purchasing services from us.

1.7 The "Engagement" is as defined in either the Retainer Letter and or the Schedule.

1.8 The "Retainer Letter" is the letter provided to the Client in relation to the provision of Legal Services and the "Schedule" provides specific details of the Engagement.

1.9 If there is any inconsistency between the detail in the Retainer Letter, the Schedule and or the T&Cs, the detail on the Schedule will prevail.

### 2. BASIS OF THE RETAINER

2.1 We contract with you for the provision of Legal Services on the basis of the T&Cs, the Retainer Letter and the Schedule only and acceptance by us of any instructions from a Client shall be upon such T&Cs, Retainer Letter and Schedule and shall override any other terms and conditions stipulated or incorporated by its Client(s) in their instructions or in any negotiations. No variation or representation will be binding on us unless specifically confirmed in writing by one of our partners or directors.

2.2 We are not and do not hold ourselves out as being experts in or have knowledge of the laws or regulations of any jurisdiction other than Jersey, Channel Islands and, if specified in the Retainer Letter or Schedule, England and Wales and Southern Ireland.



### **3. OBJECTIVES**

- 3.1 Our aim is to provide you with cost effective, high quality, and efficient legal services.

### **4. FINANCIALS**

#### **Fees**

- 4.1 Depending on the nature of the Engagement we will charge for Legal Services in relation to the Engagement either on a time spent basis or a fixed fee. The type of charge will be set out in the Retainer Letter or Schedule.

#### *Time spent basis*

- 4.2 Time based fees will be charged at varying rates depending on the nature of the work and the fee earner undertaking such work. These rates may be changed from time to time.
- 4.3 The rate will depend on a number of factors including but not limited to the complexity of the Engagement, its importance and urgency and whether you are a business or private individual.
- 4.4 Time spent is charged in units of 10 minutes. Charged time will include but not be limited to time spent in conducting regulatory and customer due diligence procedures, administration and travelling to or from any meetings.
- 4.5 Where we deem it necessary for more than one fee earner to work on a matter, including but not limited to preparing or researching, attending meetings, court appearances or suchlike, we reserve the right to charge the full amount of time taken by all such fee earners.

#### *Fixed Fee/ quote*

- 4.6 In cases where it is more appropriate for us to agree a fixed fee / quote with its Client this will be stipulated in the Retainer Letter. The fixed fee / quote will not be inclusive of disbursements / third party costs.
- 4.7 Please note that a fixed fee / quote will be conditional upon there being no material or unforeseen changes of instruction or circumstances and that we do not encounter complex legal or other issues. Estimates / quotes are always provided on the strict understanding that they are subject to revision and do not constitute a legal commitment by us to carry out the Engagement at the estimated fee/ quote - we reserve the right to increase our fixed fee / quote.
- 4.8 It is not always possible to provide a fixed cost / quote for litigious matters. We will, however, endeavour to provide you with an indication of costs upon request.

#### *Additional*

- 4.9 All estimates or quotations given by us are given exclusive of disbursements and of any goods and services tax, value added tax or any other similar applicable tax from time to time in force unless otherwise expressly stated in the Retainer Letter. We will add the relevant tax to our charges and disbursements when your invoice is issued.
- 4.10 Please note that we reserve the right to charge you for time spent by fee earners / support staff on issues of and incidental to your matter including but not limited to credit control, recovery of costs from opponents and or third parties, non-office administration, maintenance



and drawing up of accounts, safekeeping of documents, compliance and any other regulatory issues.

a matter. Payments on account will almost always be required in matters of a litigious or contentious nature.

#### *Disbursements*

- 4.11 All disbursements made on your behalf (including but not limited to company searches, court fees, travel expenses, charges for document production, phone calls, photocopying and facsimiles) will be charged on the next bill sent to you (or if you are in payment default as a claim against you) although we reserve the right to require payments in advance for significant disbursements which are likely to arise.
- 4.12 In property related transactions we may require payment of search letter and other related property disbursements on account.
- 4.13 It is drawn to your attention that once disbursements have been paid it will not be possible to recover such payment notwithstanding whether the Engagement completes or not.
- 4.14 It is drawn to your attention that a charge is made for printing and scanning of documents relating to your matter. We may also charge a fee for compliance including but not limited to 'know your client' 'KYC' requirements. We reserve the right to amend these charges from time to time.

#### **Billing policy**

- 4.15 We will endeavour to issue bills on an interim basis at least every month or at completion of a transaction if earlier.
- 4.16 We also reserve the right to request payments on account of future fees and third party costs to be incurred in

#### *Payment terms*

- 4.17 All fees and disbursements will be due (without any right of set off) for settlement in sterling immediately upon presentation of our invoice.
- 4.18 If you have a concern relating to either fees and or disbursements you have 15 days from the date of the invoice upon which to notify us. Thereafter if we have not received such notice you irrevocably agree that your invoice will be due and owing without further recourse.
- 4.19 Interest at the rate of 8% per month above base rate will be added to all fees and disbursements which remain outstanding for more than 15 days from the invoice date.
- 4.20 If we hold monies in a client account (whether as a result of a request for monies to be held on account of future fees and disbursements or not) then you agree and accept that we may settle (or part settle) any invoices for fees and disbursements out of any such monies held in the client account as soon as the invoice has been rendered and drawn to your attention.

#### *Cessation of legal services where invoice not paid*

- 4.21 Where fees and/or disbursements remain outstanding for more than 15 days from their invoice date we reserve the right to stop providing Legal Services until all outstanding fees and/or disbursements and/or interest upon such outstanding fees/disbursements have been settled in full and an amount has been received



on account of future fees and disbursements.

- 4.22 In such circumstances we will not answer any correspondence or attend to any matters whatsoever which may need to be attended to on your behalf in relation to the Legal Services (notwithstanding that they may be imperative to the Engagement and/or any prescript or limitation period) and you expressly agree and accept that we shall not incur any liability whatsoever as a result of our stopping to provide Legal Services in these circumstances.

#### **Client Account**

- 4.23 We will hold monies paid to us on your behalf in connection with the Engagement in the client account. These monies will be held to your order or as instructed by you but, subject to our billing policy, will only be paid away on your express written instructions and subject to our having satisfied all regulatory requirements and all taxation requirements in respect of monies so held.

#### *Interest*

- 4.24 Monies held in a client account on your behalf may earn interest which will be calculated and accrued in accordance with the Law Society of Jersey Code of Conduct applying at the material time(s).

#### *Bank transfer obligations*

- 4.25 It is not our responsibility to comply with any reporting requirements which may arise in relation to the receipt of interest on monies held in the clients' account. We shall not be responsible for seeking or undertaking any due diligence on any bank's financial position. Furthermore we shall not be liable for any losses,

damages, liabilities, claims, costs and expenses howsoever arising from any insolvency, including without limitation, the loss of any or all of the monies held by any bank in which a client account is held.

#### *Tax on interest*

- 4.26 The European Savings Tax Directive applies to payments of interest made by a paying agent resident in Jersey to an EU resident individual taxpayer.

- 4.27 For the purpose of our Client due diligence procedures, in order to determine whether a person is an EU resident individual taxpayer, we may require you to provide us with your tax identification number of the country of tax residence or suitable alternative confirmation regarding your country of tax residence.

- 4.28 Where we are a paying agent and have to pay interest to an EU resident individual taxpayer, we will be required to retain the appropriate amount of tax from any interest payments made and account for the amount but without disclosing any identities to the taxation authorities in Jersey (for onward transmission of the amount to the taxpayer's country of tax residence). If the individual elects to allow disclosure of his identity the interest is paid gross and free of any retention.

- 4.29 Interest paid to Jersey residents or otherwise will be paid without deduction of tax. It is your express responsibility to declare such sums to the Comptroller of income tax or other such relevant tax authority and you agree to hold us harmless and to indemnify us from any unpaid tax, costs and or charges.



### *Outstanding fees and disbursements*

4.30 In cases where you fail neglect or refuse to pay outstanding fees and or disbursements within the time periods set out in our T&Cs you shall be and herewith agree to be liable for all fees and or disbursements incurred by Parslows and or our agents, servants or contractors of and incidental to any debt collection action we take against you whether such action proceeds to court or not.

## **5. THE LEGAL SERVICES**

### **Fee earners responsible for your work**

5.1 We reserve the right at any time to delegate work to lawyers, staff members, consultants or other agents appropriate, by qualification or experience, to undertake the work concerned whether or not their name and or charge out rate appears on the retainer letter.

### **Provision of information**

5.2 We shall provide the Legal Services in relation to the Engagement on the condition that you provide us with all relevant information (including electronically held information) and documents and keep us informed of any material changes in your instructions, knowledge and/or circumstances and/or any other matter having a bearing on the matter.

5.3 We shall not do anything or be required to do anything which in our opinion may conflict with the laws and regulations of Jersey (or any other applicable jurisdiction) or the terms of any permits, consents, licences or applicable codes of practice made thereunder by any competent authority in Jersey (or any other applicable jurisdiction) nor shall we be

required to do anything which may give rise to any risk of criminal or civil liability or prosecution in any part of the world.

### **Confidentiality**

5.4 All information and documents concerning the matter in respect of which we are requested to provide Legal Services in relation to the Engagement and any transaction or matter involving you shall be kept confidential unless:

- (i) you authorise us to disclose such to a third party; or
- (ii) the information is already in the public domain; or
- (iii) it is necessary to provide such information and documentation to a third party advisor for advice in respect of your Engagement; or
- (iv) we are obligated to disclose information under the laws and regulations of Jersey (or any other applicable jurisdiction) or by order of the Jersey courts or tribunals or any other courts of competent jurisdiction or the failure to make such disclosure would, in our opinion, be prejudicial to us, our partners, directors, employees, consultants or any agents; or
- (v) where we are defending a claim made by you against us and in such case by accepting these T&Cs you waive your rights to privilege (of whatsoever nature) in respect of any disclosure of information as set out above.



### **Client obligations**

5.5 While we have duties and responsibilities in relation to provision of Legal Services for the Engagement, you shall retain responsibility and accountability for:

- the management, conduct and operation of your business and your affairs;
- deciding on your use of, choosing to what extent you wish to rely on, or implementing advice or recommendations or other products of the Legal Services supplied by us;
- making any decision affecting the Engagement, your interests and your affairs;
- the delivery, achievement or realisation of any benefits directly or indirectly related to the Engagement which require implementation by you;
- the disclosure of all relevant correspondence, documentation and material information relative to the Engagement.

### **Joint clients**

5.6 In situations where we are instructed by more than one person or more than one representative of a Client company, we are entitled to act on the instructions of any one of such persons and to correspond with any of such persons unless otherwise agreed in writing. We shall not be held liable should we correspond with one joint party without copying in another and it is your responsibility to ensure that

you maintain lines of communication with the other joint parties. It is expressly agreed by you that there will be no rights of confidentiality between such persons or representatives so that all information and documents can be shared with any one of you.

5.7 In circumstances where you decide that it is not appropriate for us to continue acting for joint clients or where there is a difference of opinion between joint clients you must notify us in writing as soon as possible. In such cases we reserve the right to cease acting for both or all such persons or companies.

### **Working for other clients**

5.8 Our agreement to provide Legal Services to a particular client shall not be treated as meaning that we shall not provide similar services to other clients, including in connected matters, or as preventing us from acting against one client for which we may already be providing Legal Services in another matter. We reserve the right to provide Legal Services to other clients at our discretion.

5.9 In cases where we may consider that there may be any conflict of interest in our acting in more than one capacity for more than one client then we shall obtain the consent of both or all parties to continue to act for both or all of them. If either party shall not agree to continue so to act then we shall cease to act for both parties in that matter.

### **Third party advisers**

5.10 We reserve the right, wherever we consider it necessary or appropriate in providing the Legal Services, to delegate our responsibility or



functions to or seek advice from any third party or agent in this or any other jurisdictions.

- 5.11 If, at your request, we select and instruct experts or lawyers or agents in this or any other jurisdictions to act or provide advice on your behalf, we will take care in so doing but we will not be responsible for their selection nor for any act or omission by them and, unless otherwise agreed in writing, you will and agree to have entered into a contract directly with them and you hereby agree to pay and indemnify and be responsible for the payment of their fees and expenses.

## **6. LITIGIOUS OR CONTENTIOUS MATTERS**

### *Disclosure of documentation*

- 6.1 In civil court proceedings it is the duty of a litigant not only to tell the truth but also to give full and frank disclosure including evidence of allegations or defences of the opponent usually where the opponent is not in court. There is a duty to supply at the relevant time lists of documents (discovery) and permit inspection of documents that are relevant to any fact or matter in issue and which are in your custody, power or control. ("Documents" mean hard copy, electronic, micro-fiches, audio tapes, video tapes etc., including internal e-mails capable of being recovered and even if deleted or purged and include all communications). It is, therefore, essential not to dispose of or put beyond your custody, power or control any such documents that may need to be discovered and inspected and to provide us with all such documents in due time.

### *Notice*

- 6.2 Our primary duty is to the court and we have a fundamental duty not to mislead the court. In the unlikely event of a conflict arising we may have to decline to act for you further.

### *Legal Cost awards*

- 6.3 On winning your case the court may order the other party to the action to pay your taxed or assessed legal costs.
- 6.4 These costs are typically 25-45% less than the true legal costs which you will incur and for which you will remain liable to us.
- 6.5 If you lose your case, the court will usually award the legal costs against you and you will be liable for the other parties' legal and other costs in addition to your own.
- 6.6 Whatever the outcome the court has discretion to award legal costs as it thinks fit and the winning party is not always assured of a full or favourable costs order. You may incur third party and other costs that you cannot recover in any event.
- 6.7 If you bring proceedings you are required to progress them expeditiously and to meet certain requirements and standards over which we do not exercise control. Failure in relation to the foregoing may result in the proceedings being struck out.

### *Withdrawal of proceedings*

- 6.8 When proceedings are commenced they can only be withdrawn by consent of the other party or parties or with leave of the court and the court may impose terms such as payment of the costs of the other party.



### *Miscellaneous*

6.9 The court generally expects the parties to pursue litigation expeditiously and to meet certain standards and requirements over which we cannot exercise cost control. The court will generally expect the parties to try to settle differences by agreement or by mediation and this can affect the award of costs.

## **7. PROFESSIONAL UNDERTAKINGS**

7.1 We reserve the right to refuse to give a professional undertaking on your behalf. It is drawn to your attention that once an undertaking is given it may not be possible to withdraw such and/or may be for an indefinite period of time.

7.2 In circumstances where we agree to give a professional undertaking we will usually require you to support this in writing and to confirm agreement to the terms.

7.3 In relation to any such undertaking given on your behalf, you agree fully and immediately to indemnify us in respect of all claims, time costs, liabilities and disbursements incurred by us in complying with it.

## **8. NOTARIAL MATTERS**

8.1 We provide notarial services on the following terms that:

8.2 You have taken all necessary legal advice in relation to the documentation to be notarised and that where applicable the documentation has been competently prepared in accordance with your particular requirement by a lawyer qualified and practising in the relevant jurisdiction.

8.3 While we will endeavour to comply with the relevant foreign law requirements you bring to our attention in relation to the document presented to us by you for notarisation or which is required to be prepared in notarial form we shall not be responsible should any person or body fail or refuse to recognise the notarial act for whatever reason.

8.4 Unless otherwise agreed with us in writing you are responsible at your own cost for obtaining any appropriate legalisation of the notarial act in Jersey, with any agreement for us to carry out this task being on the basis that we are not responsible for obtaining such within a specific period of time. Notwithstanding the foregoing you will be solely responsible for obtaining any appropriate legalisation of the notarial act from an embassy or consulate of the destination country or otherwise.

8.5 By requesting our notarial Legal Services you confirm to the best of your information knowledge and belief that the notarising of any documentation presented to us will not give rise to any risk of criminal or civil liability or prosecution in any part of the world and that you accept and agree that in providing you with notarial Legal Services that our assistance in relation to any matters of foreign law and practice relevant to the notarial Legal Services is a courtesy and that we are not qualified to advise on or to prepare any documents; (i) in a language other than English or (ii) which is intended to be effective in a jurisdiction outside Jersey and therefore we accept no liability for the content and/or preparation of any such document and you expressly agree that you will indemnify and keep us fully indemnified for any loss and/or





liability arising as a result of the preparation or content of such.

- 8.6 You further agree and accept that in providing you with these notarial Legal Services we will not be liable (in contract tort or otherwise howsoever) for the consequences of any defect or omission in the content form or requirement of any document notarised for use abroad or for any loss arising and that should such loss be suffered you will and agree to indemnify and keep us indemnified in respect to such loss or liability arising in relation thereto.

## **9. POWERS OF ATTORNEY**

- 9.1 We may act on a power of attorney provided by you to us in accordance with its terms consistent with your general instructions without the need for your specific written instructions to act upon it. However we reserve the right to request specific written instructions and may at our discretion refuse to act without such written instructions.

## **10. COMMUNICATIONS**

- 10.1 If we need to communicate with you we shall do so by way of letter, fax, e-mail or telephone at your usual address or number or the address or number last given to us for communications generally. Where you send us a communication from a particular address, e-mail address or number we may respond to that address e-mail address (or if you copy in others, to all e-mail addresses contained on your email), or number unless you specifically request us not to do so.
- 10.2 We may not encrypt email messages unless by prior agreement and in any event we cannot guarantee the security of any transmission and

accept no responsibility or liability for the same. If you do not wish us to communicate with you by any particular method then you must instruct us in writing at the outset of each Engagement accordingly.

- 10.3 We reserve the right to record telephone calls.

### *Electronic communications*

- 10.4 We may communicate electronically with you and other parties in relation to the Legal Services. However, the electronic transmission of information cannot be guaranteed to be secure or virus or error free and such information could be intercepted, corrupted, lost, blocked, destroyed, arrive late or incomplete or otherwise be adversely affected or unsafe to use. We both recognise the systems and procedures cannot be a guarantee that transmissions will be unaffected by such hazards. We may need to access electronic information and resources in carrying out the Legal Services including via an internet connection for remote access.

- 10.5 We will not be liable for misdirection, and/or any defect (howsoever caused) and/or interception and/or delay and/or other matter referred to in the foregoing paragraph and you agree to accept these risks.

## **11. WAIVER AND ASSIGNMENT**

- 11.1 You shall not have the right to assign (or novate or otherwise transfer) the benefit (or transfer or novate the burden) of these T&Cs to another party. We reserve the right to assign (or novate or otherwise transfer) the benefit (or transfer or novate the burden) of these T&Cs to another party. Failure by you or us to exercise or enforce any rights available to us



shall not amount to a waiver of any such rights.

## **12. STORAGE OF DATA, FILES AND PAPERS**

### *Retention of documents during and after the conclusion of Engagement*

12.1 We will retain correspondence and or documentation (which will be converted to electronic data form) relevant to the Legal Services we are engaged to do for a period of eleven years from the date of termination / conclusion of the matter (please see below in relation to notarial services).

12.2 After eleven years our continued retention (whether in electronic form or otherwise) of correspondence and or documentation will be on the clear understanding that such electronic data will be subject to deletion at such time thereafter as we consider appropriate (without further notice to you) unless we have been instructed in writing and agree to the contrary. If we are requested and agree to retain such correspondence and documents we reserve the right to charge for so doing.

### *Storage of Documents*

12.3 We save and or backup correspondence documents and any other information in an electronic format either on our servers or where we deem it appropriate (at our sole discretion) on third party virtual servers such as but not limited to cloud based platforms which platforms may not necessarily exist within Jersey territorial limits.

### *Destruction of documents*

12.4 We specifically draw to your attention that at the conclusion of the relevant Legal Services (subject to 12.6) all

correspondence and or documentation will be destroyed and will only remain in electronic format. If you require the return of any copy documentation provided to us or the return of original documents you must notify us in writing prior to the conclusion of the Engagement.

12.5 For the avoidance of any doubt, in circumstances where you request us, by prior written agreement, to store original documentation (such as Wills, paper leases, agreements and memoranda) such documentation will not be subject to destruction as set out above.

### *Retrieval of documents and or correspondence*

12.6 Should we need to retrieve files from storage in relation to continued instructions or any new instructions to act for you in a matter where previous files may be relevant, we would not normally charge for the retrieval of files from storage. If, however, you or any third party with your agreement makes a specific request for information concerning a matter in which we are no longer acting for you and you wish to receive specific documents or other papers, we reserve the right to charge (both for time spent and printing) for fulfilling any such request.

### *Document storage after termination of Engagement*

12.7 If you decide to terminate our Legal Services prior to the completion of the Engagement we may retain all papers and documents which have come into existence in the course of our providing the Legal Services until all legal fees and disbursements in connection with the provision of the Legal Services and any third parties shall have been settled in full.



12.8 Subject to payment in full of all fees and disbursements, we will, on your instructions, provide originals (or, if we do not hold originals, copies) of any documents belonging to you which we are holding or which we have under our control and which have come into existence while we provided Legal Services in relation to the Engagement. We reserve the right to retain copies of such documents which may be requested and we reserve the right to require payment of our reasonable copying charges in advance of providing any such documents.

12.9 Where, as part of providing Legal Services, we have created internal memoranda, attendance notes and other documents for our own purposes then in accordance with accepted principles such documents shall belong to us and we shall not be obliged to hand over originals or copies of any such documents to you or to any other adviser appointed by you unless ordered to do so by a court of competent jurisdiction or due to other applicable legislation.

#### *Liability*

12.10 Notwithstanding any agreement to retain documents, whether during or after the provision of Legal Services, we will not be liable (and you agree to hold us indemnified) for any loss, destruction or damage to such documents (whether stored in hard copy or electronically) howsoever caused and for any consequential damage.

#### *Use of documentation*

12.11 You agree that we may use documentation, created either by us or by any parties we instruct on your behalf, for research purposes or to form the basis

of advice to our other clients. We shall observe our duty of confidentiality to you, and our obligations under Data Law. We may save this documentation either in hard copy, electronically and or in our knowledge bank.

#### *Notarial documents*

12.12 Without prejudice to the generality of the terms of this section 12, under notarial rules we are obliged to maintain a register of notarial acts (without an end date). This will contain a copy of the notarised document together with a register of your personal details (and if applicable your business details). We may maintain such a register either in hard copy or electronically as we deem fit. The notarial register and your notarial documents shall be kept confidential unless we are required to disclose such as set out under the section dealing with Confidentiality.

#### *Acknowledgment of Consent*

12.13 By agreeing to these T&Cs you acknowledge your consent to us storing, exporting and utilizing your data (whether personal or any other data) for the purposes of due diligence, compliance or any other lawful purpose, to converting all correspondence and or documents to electronic format and to destroying the hard copy documentation as set out above.

### **13. DATA PROTECTION AND REGISTRATION**

13.1 We are registered under the Data Protection (Jersey) Law, 2018 (the "Data Law").

13.2 We are committed to ensuring client data is kept confidential and held in accordance with the Data Law.



- 13.3 Parslows shares data across the Parslows group but all group entities conform to our data protection policies based on the requirements of the Data Law.
  - 13.4 For the avoidance of doubt we will only use your personal data in accordance with the Data Law and any additional consents you may provide to us from time to time. It is drawn to your attention that (i) Parslows staff and consultants and or (ii) third party sub-contractors or agents engaged by us whether in Jersey, UK or Ireland will have access to personal data the security of which is managed to current industry standards.
  - 13.5 Each Client should ensure the Parslows Privacy Notice is provided or identified (by reference to our website) to individuals whose personal data is provided to a Parslows group entity by the Client and the Client is satisfied there is a legitimate basis under the Data Law for providing such personal data to us.
  - 13.6 If you have any concern about your privacy at Parslows, please contact [compliance@parslowsjersey.com](mailto:compliance@parslowsjersey.com) and provide a thorough description of the issue and we will endeavour to resolve the issue for you.
- 14. CLIENT DUE DILIGENCE AND ANTI-MONEY LAUNDERING PROCEDURES**
- 14.1 As a matter of law, we are required to operate anti-money laundering checks and procedures in respect of legal and associated services.
  - 14.2 We reserve the right to apply such checks and procedures (including in particular confirmation of identity and address/place of business and verification of capacity to give instructions in the case of limited companies or partnerships and source of funds) in respect of all matters in which we are instructed to provide Legal Services.
- Termination /suspension*
- 14.3 Any failure to provide such information as we request in order to enable us to carry out such checks entitles us to terminate our client relationship and/or suspend such until the information is provided and we accept no responsibility and/or liability arising directly or indirectly as a result of our need to do this.
- Disclosure*
- 14.4 Any information and documentation provided to us in order to enable us to operate such checks and procedures may be subject to disclosure and production pursuant to orders having legal effect in Jersey.
- Consent*
- 14.5 In certain circumstances we are required to disclose information and documentation pursuant to anti-money laundering statutes or court procedures concerning our clients to third parties such as banks providing services to such clients.
  - 14.6 By instructing us in any matter and providing such information as we require, you will have consented to our onward disclosure of such information to third parties where appropriate.
- Charges*
- 14.7 By instructing us you agree that we may charge you for carrying out identification and verification procedure and client due diligence on you as we are required to do under the relevant provisions of applicable



Jersey and other jurisdictional law as the case may be.

## **15. VARIATION AND PUBLICATION OF THESE TERMS OF BUSINESS**

- 15.1 We reserve the right to vary these T&Cs from time to time including during the course of the provision of Legal Services in any particular matter.

### *Notice of changes and variations*

- 15.2 A copy of these T&Cs from time to time in force will be provided to you when you engage our Legal Services. However, these T&Cs and any future variations thereto will be published on our websites at [www.parslowsjersey.com](http://www.parslowsjersey.com) and [www.parslowsinternational.com](http://www.parslowsinternational.com) by way of public notice to all current and prospective clients and other consumers of services provided by us. If we have given you written notice of the existence of these T&Cs on our websites, then, by the publication of these T&Cs and any variations thereto on our website, you shall be deemed to have agreed these T&Cs and all such variations.

## **16. FINANCIAL SERVICES (JERSEY) LAW, 1998**

- 16.1 We are not registered under the Financial Services (Jersey) Law, 1998 (as amended) and do not conduct trust company business. Where, in the course of our acting for you, it is necessary to undertake a service which falls within the scope of the Financial Services (Jersey) Law, 1998 (as amended), such as the formation of a Jersey company or Jersey limited partnership, we reserve the right to use the services of third parties to provide such regulated financial services and the fees of such regulated parties will be shown as a disbursement on our invoice.

## **17. TERMINATION OF INSTRUCTIONS**

- 17.1 Once instructed to provide Legal Services on a particular matter, we expect to continue to do so until completion of that matter and we will continue to act for you in that matter until its conclusion unless:

- (a) you give us written notification of the termination of instructions to provide Legal Services;
- (b) any fees and disbursements which have been billed are more than 15 working days overdue for payment;
- (c) it is not appropriate or in your best interests for us to continue to represent you (for example where a conflict of interest has arisen or where you have not satisfied our client due diligence requirements).

- 17.2 If we cease to act for you in either of the circumstances set out in subparagraphs (b) or (c) we will inform you.

- 17.3 Regardless of who terminates the instructions you will be responsible for payment of all billed and unbilled fees and disbursements up to the date of termination of our instructions and any costs and disbursements incurred in connection with the transfer of the work to another person chosen by you. We reserve the right to retain all papers and documents which relate to all matters in which we have been instructed until all fees and disbursements have been paid as set out under our payment terms.



## **18. QUESTIONS OR COMPLAINTS**

18.1 We hope that any questions or concerns which may arise in respect of the provision of Legal Services in relation to the Engagement which we provide to you may be satisfactorily resolved by discussion between you and us. We will attempt to answer all complaints, including questions as to the amounts billed, fully and promptly.

18.2 Should you wish to make a formal complaint, whether it be about the service you have received or directly related to fees charged, (save for services related to Parslows Wills & Probate and Notary services and any other law services provided by Parslows International Limited save for Jersey legal advice) which do not fall within the jurisdiction of the Law Society of Jersey), the Law Society of Jersey requests that any such complaints are addressed in the first instance to the firm in question, in order that attempts can be made to rectify the situation as quickly as possible. A copy of our Complaints Procedure and Complaints Form can be obtained by contacting our office. The form should be completed and returned to us in accordance with the terms set out in the Complaints Procedure

18.3 Serious complaints about the conduct of a Jersey lawyer may also be referred to the Bâtonnier who may agree to institute independent disciplinary proceedings. Should any matter be incapable of being resolved in any of the ways set out above then the courts of Jersey shall have exclusive jurisdiction to hear such complaint or dispute applying Jersey law in all such matters.

18.4 Complaints in relation to notarial services may be directed to the Notary Society faculty office.

18.5 Complaints in relation to data protection issues may be directed to Office of the Information Commissioner Jersey.

18.6 We are not regulated by the Solicitors Regulation Authority (SRA) nor the Law Society of Ireland.

## **19. LIABILITY**

19.1 Our aggregate liability in contract and/or tort (including negligence) and/or under statute and/or otherwise, for any loss, liability and/or damage suffered by you and/or any other person that may arise from and/or in connection with our Legal Services (non-notarial), shall be limited to the maximum extent permitted by applicable law:

- to the amount specified by us in the Retainer Letter from us to you or to any person acting on your behalf, in relation to the Engagement; or
- if no amount is specified, to an amount not exceeding one million pounds sterling (£1 million).

19.2 In the case of notarial Legal Services our liability in contract and/or tort (including negligence) and/or under statute and/or otherwise, for any loss, liability and/or damage suffered by you and/or any other person that may arise from and/or in connection with each notarial transaction shall not exceed the fee charged or £1,000.00 (whichever is the lesser).

19.3 You expressly accept and agree that, to the maximum extent permitted by applicable law, neither you nor any



other person is permitted to bring any claim in respect of any loss, liability or damage arising from and/or in connection with our Legal Services against any of our partners, directors, employees, consultants and/or agents even where our partners, directors employees, consultants and/or agents have been negligent. This restriction shall not operate to exclude our liability for the acts and/or omissions of any of our partners, directors, employees, consultants and/or agents.

19.4 We shall not be liable for and you undertake at all times to hold us harmless and to indemnify us to the greatest extent permitted by law from and against all losses, actions, suits, proceedings, claims, demands, damages, costs, charges, expenses and/or liabilities (and/or actions, investigations and/or other proceedings in respect thereof) whatsoever which may arise and/or accrue and/or be taken commenced made and/or sought from and/or against us in connection and/or arising from the provision of the Legal Services and/or notarial Legal Services and/or any of them and will reimburse us for all costs and expenses (including legal and other professional fees) which are incurred by us in connection with investigating and/or defending any such claim or proceeding, other than liabilities arising from fraud or gross negligence. This indemnity shall continue in force without limit in time, whether or not we are continuing to provide the Legal Services and/or notarial Legal Services and without prejudice to any other indemnity given in our favour.

19.5 Any claim made by you and/or any other person in respect of any loss, liability and/or damage arising from and/or in connection with our Legal Services, whether in contract and/or

tort (including negligence) and/or under statute and/or otherwise, must be made:

- where those Legal Services have been delivered, within three years of the date on which the work giving rise to the claim was performed; and
- if those Legal Services have been terminated, within three years of the date of termination (subject to the above), and in either of these cases that shall be the date when the earliest cause of action (in contract and/or tort (including negligence) and/or under statute and/or otherwise) shall be deemed to have accrued in respect of the relevant claim. For these purposes, a claim shall be made when court or other dispute resolution proceedings are commenced.

19.6 Our liability to you under and/or in connection with our Legal Services shall be limited to that proportion of the total losses, damages, costs and/or expenses, after taking into account your contributory negligence, if any, determined having regard to the extent of our responsibility for them.

19.7 In the event that you are being advised by one of several professionals and a limitation of liability has been agreed in relation to one or more of them, you agree that any liability in connection with our Legal Services will be reduced to the extent of any contribution which we would otherwise have been entitled to recover from any other adviser but which we were unable to recover as a result of you having agreed a



limitation of liability with that other adviser.

- 19.8 Nothing in this paragraph shall limit and/or exclude any liability which cannot lawfully be limited and/or excluded.

## **20. JOINT AND SEVERAL LIABILITY**

- 20.1 Where two or more persons are the Client the liability of such persons is joint and several and in such circumstances the Clients hereby abandon any right they have under the existing or future law of Jersey whether by virtue of the *droit de division* or otherwise to require that any liability to us be divided or apportioned with any other person.

## **21. ENFORCEABILITY**

- 21.1 If any term or provision in these T&Cs shall be held to be unlawful, void or unenforceable, in whole or in part, under any enactment or rule of law, such term or provision or part shall to that extent be deemed not to form part of these T&Cs but the validity and enforceability of the remainder of these T&Cs shall not be affected.

## **22. INTERRUPTION OF SERVICES**

- 22.1 In the event that we are unable to provide service due to a disruption or for any other reason, we shall endeavour to restore our Legal Services as soon as practicable. However we cannot accept responsibility for any delay caused by such disruption or for any other consequences beyond our reasonable control.

## **23. GOVERNING LAW**

- 23.1 The contract between you and us shall be governed by and construed in accordance with Jersey law.

- 23.2 In accepting these T&Cs you irrevocably agree the courts of Jersey shall have exclusive jurisdiction to settle any claim or difference or dispute which may arise out of or in connection with these T&Cs and/or the contract between you and us and you waive any rights to claim that such courts are not the appropriate forum.

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