

These terms of business (“**Terms of Business**”) apply to the provision of services by Tacit Legal, to the exclusion of all other terms (including those referenced on a request for proposal or purchase order) unless otherwise explicitly agreed in writing by a Partner (as defined below).

1 INTERPRETATION

1.1 In these Terms of Business:

“**Addendum**” means any addendum to these Terms of Business;

“**Affiliate**” means, in relation to a party, any person which Controls, is Controlled by, or is under common Control with that party, where “**Control**” means, in relation to a person, the direct or indirect ability to direct the affairs of that person, whether by way of contract, ownership of shares, exercise of voting rights, power of attorney or otherwise;

“**Agreement**” means the Quote together with these Terms of Business and any Addendum to them;

“**Assumption**” means an assumption set out in the Quote, on which our Fees are based;

“**Business Day**” means any day other than a Saturday, Sunday or public holiday in England;

“**Client**” means the natural or legal person identified on the Quote as the client;

“**Confidential Information**” means all confidential or commercially sensitive information disclosed (whether in writing, orally or by another means, and whether directly or indirectly) by a Disclosing Party to a Receiving Party under or in connection with this Agreement and whether before, on or after the date of this Agreement, including without limitation information relating to the Disclosing Party’s products, services, operations, processes, plans or intentions, know how, design rights, trade secrets, market opportunities and business affairs. Confidential Information excludes:

- a) information that at the date of disclosure to the Receiving Party is publicly known or at any time after that date becomes publicly known, other than as a consequence of any breach of this Agreement or other undertaking of confidentiality by the Receiving Party;
- b) information that was properly and lawfully in the Receiving Party’s possession prior to the time that it was disclosed by the Disclosing Party; and
- c) information that is developed by or for the Receiving Party, independently if the information disclosed by the Disclosing Party;

“**Credit**” means the combined total value of (a) work in progress; and (b) accounts receivable relating to you and your Affiliates (whether under this Quote or other quotes);

“**Credit Terms**” means the maximum amount of Credit that we are willing to carry at any given point in time;

“**Deliverable**” means a particular aspect of a Matter, as identified on the Quote (for example, a phase of work, a particular document, pre-bought hours or a subscription service);

“**Disclosing Party**” means a party which (or whose Affiliate) discloses or makes available, directly or indirectly, Confidential Information;

“**Disbursement**” means an amount incurred by us on your behalf (e.g. counsel’s fees), which we are permitted treat as a disbursement for the purposes of VAT in accordance with then-current HM Revenue & Customs guidance;

“**Expense**” means an out-of-pocket expense properly incurred by us in order to progress the Matter, for instance travel costs (including accommodation and subsistence), postage or any other expense incurred by us in progressing your Matter that is not a Disbursement or associated with our Personnel;

“**Fee Arrangement**” means, in respect of a Deliverable, the fee arrangement applicable to it as set out on the Quote (or where none is stated “time and materials”), as further described:

- (a) in Schedule 1 (*Standard Fee Arrangements*); or
- (b) where not described in Schedule 1 (*Standard Fee Arrangements*), in the Quote or in the relevant Addendum;

“**Fees**” means the fees payable by you to us under this Agreement;

“**Force Majeure Event**” means any event or circumstance not within a party’s reasonable control;

“**Matter**” means the subject matter of a Quote, whether or not included in the Scope of Work (unless subject to a separate Quote);

“**Partner**” means one of the members of Tacit Legal;

“**Personnel**” means in relation to a person, their employees, consultants, directors, officers, agents and other representatives (and “**Person**” shall be construed accordingly);

“**Quote**” has the meaning given to it in clause 2.1;

“**Receiving Party**” means a party which (or whose Affiliate) receives or obtains, directly or indirectly, Confidential Information;

“**Scope of Work**” means the scope of work set out in the Quote;

“**Services**” means all services provided by us to you in relation to the Matter;

“**Subscription Services Addendum**” means the Subscription Services Addendum made available at <https://tacit.legal/legal/subscription-services-addendum> from time to time;

“**Tacit Legal**” means Tacit Legal LLP, a limited liability partnership incorporated in England and Wales with registered number OC441066 and with its registered office at c/o Kreston Reeves LLP, Plus X Innovation Hub, Lewes Road, Brighton, BN2 4GL; and

“**Term**” has the meaning given to it in clause 12.1.

- 1.2 These Terms of Business use “**you**” or “**your**” to refer to the Client, and “**we**”, “**us**” or “**our**” to refer to Tacit Legal.

- 1.3 Clause, schedule and paragraph headings will not affect the interpretation of this Agreement.
- 1.4 Wherever the words “**other**”, “**in particular**”, “**includes**”, “**including**” or “**for example**” are used in these Terms of Business, they are to be construed without limitation.
- 1.5 A requirement in this Agreement that communication be “**written**” or “**in writing**” includes email but does not include facsimile.
- 1.6 Any obligation in this Agreement on a person not to do something includes an obligation not to agree, allow or encourage that thing to be done.
- 1.7 If there is any inconsistency between these Terms of Business, the Quote and an Addendum, the following order of priority shall apply: (a) the Quote; and then (b) the Addendum; and then (c) the Schedules; and then (d) the Terms of Business.

2 FORMATION

- 2.1 Each time you instruct us on a new matter, we will confirm in writing your instructions and set out our Scope of Work, our expected fees, any Assumptions on which our fees are based, any special terms that we may agree, and the contact details of your key contact in relation to that matter (a “**Quote**”).
- 2.2 By accepting a Quote, you confirm that: (a) the Scope of Work sufficiently describes your requirements; and (b) each of the Assumptions are correct.
- 2.3 The Quote will provide details as to how you may accept it. However, in addition, your continuing instructions in this Matter will also amount to your acceptance of these Terms of Business irrespective of whether we receive a formal acceptance of the Quote from you.
- 2.4 Each Quote shall be considered a separate contract between you and us, subject to these Terms of Business and any applicable Addendum. A revised Quote shall be considered a replacement of the original.
- 2.5 We may change our Terms of Business from time to time. Where we do, the version in effect on the date that you accept a Quote shall apply to that Matter, unless otherwise stated in the Quote or an applicable Addendum.

3 SERVICES

- 3.1 We will provide Services with reasonable skill and care. However, due to the nature of the services we provide, it is not possible to guarantee a particular outcome, and any timescales that we indicate are estimates only.
- 3.2 Unless otherwise stated in the Scope of Work, after the Term we shall not be responsible or liable for:
 - 3.2.1 reminding you about important dates or deadlines; or
 - 3.2.2 ensuring you are aware of any future developments that may impact the Matter, for instance changes in the law or best practice.
- 3.3 We will advise only on English law. If we are asked to review any legal document or provide advice in relation to something that is not subject to English law, then we will

highlight this to you and will conduct our review as if governed by English law. If you wish, subject to clause 3.4, we may agree to instruct local lawyers to provide appropriate local law advice.

- 3.4 If you ask us to obtain advice from another law firm or from counsel, that firm or counsel will be directly responsible for the service and advice they provide, even where we charge their fees as a Disbursement.
- 3.5 We will not advise on taxation, accounting, valuation, commercial viability, trading, marketability or other financial issues. The Quote may state any further exclusions from our Scope of Work that apply to the Matter.
- 3.6 We are not authorised by the FCA to provide investment advice services. If you need advice on investments, we may refer you to someone who is authorised by the FCA to provide the necessary advice. However, because we are regulated by the SRA, we may be able to provide certain limited investment advice services where these are closely linked to the legal services we are providing to you.
- 3.7 Unless instructed otherwise, we shall assume that any of your Personnel who give us instructions are authorised to do so and that we may act on their oral or written instructions.
- 3.8 Unless stated otherwise in the Quote, our advice and any documents we prepare:
 - 3.8.1 are for use only in connection with the specific matter on which we are instructed;
 - 3.8.2 can only be relied upon by you (not including your Affiliates); and
 - 3.8.3 reflect the law in force at the relevant time.
- 3.9 You must give us appropriate and prompt instructions that allow us to provide our services properly, not ask us to provide our services in an improper or unreasonable way, not deliberately mislead us, and cooperate with us and any third parties instructed by us on your behalf.

4 FEE ARRANGEMENTS

- 4.1 Our Quote sets out the Fee Arrangement that will apply to each Deliverable.
- 4.2 Our fees set out on a Quote are typically subject to Assumptions, which if incorrect may increase our cost of providing the Services, for instance because they will require more time to carry out, require us to procure products or services from third parties, or require the input of a more senior lawyer.
- 4.3 You acknowledge and agree that where:
 - 4.3.1 you provide instructions outside the Scope of Work;
 - 4.3.2 circumstances change through the progress of the Matter, causing us to work beyond the Scope of Work; or
 - 4.3.3 one or more of the Assumptions is incorrect, or later becomes incorrect,and that increases our cost of providing the Services, we may increase our fees.

- 4.4 If we increase our fees under clause 4.3, we will either:
- 4.4.1 agree a revised Quote with you before continuing; or
 - 4.4.2 where doing so would not be in your best interests (for example, because pausing work would risk missing a critical deadline), proceed on a “time and materials” basis, as described in Schedule 1 (*Standard Fee Arrangements*), unless we retrospectively agree otherwise with you.
- 4.5 Our Fee Arrangements do not include Disbursements or Expenses. If we incur Disbursements or Expenses, we may invoice you for them. Where it is possible to predict Disbursements and Expenses at the outset, we shall include them on the Quote. Where a Disbursement or Expense is not included on the Quote, we will seek your approval of such Disbursement or Expense before incurring it, unless doing so would risk missing a critical deadline.

5 INVOICING AND PAYMENT

- 5.1 Unless otherwise agreed by a Partner in writing, we will deliver our invoices to you electronically to the contact email address you have provided to us.
- 5.2 Unless otherwise agreed in the Quote, you shall pay an invoice we issue in accordance with this Agreement on delivery in British Pounds Sterling and via one of the methods set out on such invoice.
- 5.3 Where this Agreement states that an invoice is payable “in advance”, we reserve the right not to start providing the Services until you have settled our invoice in accordance with clause 5.2.
- 5.4 Fees, Disbursements and Expenses are all expressed exclusive of sales taxes, duties, levies and other charges imposed by government (“**Taxes**”). Where Taxes are payable by us in respect of the Fees, Disbursements or Expenses, we shall add such Taxes to our invoice at the appropriate rate, and you shall pay such Taxes together with the invoiced Fees, Disbursements and Expenses.
- 5.5 You may not cause or permit that a third party pays our invoices without our written agreement. In order to consider your request, we will need the party’s name, contact details and any other information or identification documents we request. It is your responsibility to pay our invoices even if someone else has agreed to pay some or all of them and our bills will still be addressed to you. If someone else does pay some of our invoices, you are responsible for paying the rest.
- 5.6 If you fail to pay an amount due that was properly invoiced in accordance with this Agreement by its due date for payment, we may:
- 5.6.1 charge interest on that amount on a daily basis at three percent above Metro Bank plc’s then-current business overdraft rate; and/or
 - 5.6.2 suspend provision of Services until such amount has been paid.
- 5.7 We may, at our sole discretion, offer Credit Terms, withdraw Credit Terms or amend Credit Terms. We reserve the right to suspend provision of Services for so long as Credit exceeds those Credit Terms.
- 5.8 You shall pay all invoices without deduction or set-off.

- 5.9 You have the right to challenge or complain about our invoice. Please see clause 15 (*Complaints*) for details of how to complain about our invoice.
- 5.10 You have the right to challenge our invoice by applying to the court to assess the invoice under the Solicitors Act 1974. The usual time limit for applying to the court for an assessment is one month from the date of delivery of the invoice.

6 BANKING AND RELATED MATTERS

- 6.1 In view of the typical needs of our clients, we do not operate a client account. We do operate an office account for receiving settlement of our invoices.
- 6.2 Where our fees are payable in advance we will issue you an invoice, and any payment against that invoice will be paid into our office account. Such payments are non-refundable and are not held on your behalf.
- 6.3 We will never tell you about changes to our bank account details by email without contacting you via telephone to confirm. Please inform us immediately if you receive any email or other communication purporting to be from the firm stating that we have changed our bank details or payment arrangements, and do not make any payment until we have confirmed it is genuine.

7 PROPERTY

- 7.1 We may exercise a lien over (a right to retain) all or any of your property, including documents, agreements and deeds, that we hold in respect of all amounts and liabilities due to us from you, whether billed or not, in relation to any matter on which we act for you. We shall not be obliged to release such property until payment of those amounts has been received in full in cleared funds.
- 7.2 We shall retain ownership of our working papers and the copyright and all other intellectual property rights created by us during the provision of the Services. Subject to our duties of confidentiality, we shall be entitled to use, analyse, share and develop the knowledge, experience or skills of general application gained through providing the Services.

8 CONFIDENTIALITY

- 8.1 A Receiving Party shall not disclose Confidential information to a person except where with the prior written consent of the Disclosing Party, where required in order to deliver our Services, as required by law or a regulator, as part of an audit or certification process, in connection with a loan, merger, divesture or acquisition due diligence process, or in order to obtain advice from its professional advisors.
- 8.2 A Receiving Party will take reasonable measures to prevent the use or disclosure of Confidential Information, at least as onerous as those that it has in place to protect its own confidential information.

9 DATA PROTECTION

- 9.1 To the extent that we process personal data in providing the Services, we will comply with any data protection law directly applicable to us.
- 9.2 For the purposes of UK and EU data protection law, we act as a controller of any personal data you provide to us or that we otherwise acquire during the course of the Matter.

- 9.3 Our privacy notice is available at <https://tacit.legal/legal/privacy-notice>. Where you provide personal data to us during the course of the Matter, you will use reasonable efforts to ensure that the data subjects are aware of our privacy notice.
- 9.4 You will be responsible for paying our reasonable fees, expenses and disbursements in responding to a request by a data subject to exercise their rights in respect of personal data that we process in carrying out the Scope of Work or your instructions.

10 LIABILITY

- 10.1 Your contract is solely with us and we have sole legal liability for the Services and for any act or omission in the course of those Services. None of our Personnel will have any personal legal liability for any loss, damage, or cost and you agree to not take any action (including, without limitation, starting legal proceedings) to recover any such loss, damage or cost against them.
- 10.2 Unless explicitly agreed otherwise, in writing:
- 10.2.1 we do not owe, nor do we accept, any duty to any person other than you; and
- 10.2.2 subject to clause 3.8, we do not accept any liability or responsibility for any consequences arising from reliance on our advice by any person other than you.
- 10.3 Where the Quote provides that any of your Affiliates, or any specified Affiliate, is entitled to rely on our advice, then any loss, damage or cost incurred by such an Affiliate as a result of our breach of this contract, or our negligence in providing the Services, will be deemed to be a loss, damage or cost incurred by you and you shall be entitled to recover it under this Agreement (subject to the overall cap on liability set out in clause 10.6). You shall ensure that any such Affiliate shall not take any action itself (including, without limitation, to start legal proceedings) to recover any such loss, damage or cost.
- 10.4 We are not responsible for any failure to advise or comment on matters falling outside the Scope of Work.
- 10.5 Subject to clause 10.6, our liability to you (and any other party we have agreed may rely on our services, cumulatively) in connection with any matter will be limited, to the extent permitted by law, to the proportion of the loss, damage or cost 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, damage or cost regardless of any contractual or other limitation of their liability, their ability to pay, or any limitation defences available to them.
- 10.6 Our maximum liability to you (and to any other party we have agreed may rely on all or part of the Services) under or in connection with this Agreement or in relation to the Matter shall (regardless of the legal theory of liability) be limited to a maximum total amount of £3,000,000 including interest and costs, unless we expressly state a different figure in the Quote.
- 10.7 We will not be liable for any: loss of profit, loss of anticipated savings, loss of opportunity, harm to reputation or loss of goodwill, or any indirect or consequential loss or damage.
- 10.8 Nothing in these Terms of Business shall exclude or restrict our liability in respect of:
- 10.8.1 death or personal injury caused by our negligence;

- 10.8.2 fraud or fraudulent misrepresentation;
- 10.8.3 any losses caused by wilful misconduct or dishonesty; or
- 10.8.4 any other losses which cannot be excluded or limited by applicable law.

11 PROFESSIONAL INDEMNITY INSURANCE

- 11.1 We have professional indemnity insurance to cover claims made against us. Details of this insurance, including contact details of our insurer and the territorial coverage of the policy, can be provided on request by emailing compliance@tacit.legal.
- 11.2 It is a condition of our professional indemnity insurance that we notify our insurer and/or broker of any circumstances which may give rise to a claim against us. In doing so, we may disclose documents and information to our insurer, broker and insurance advisers on a confidential basis. Our insurers and brokers are contractually obliged to keep all information we pass to them strictly confidential.

12 TERM, TERMINATION AND EXPIRY

- 12.1 This Agreement shall commence on the date that you accept the Quote and shall continue until we have provided each Deliverable to you unless either (a) terminated earlier in accordance with this Agreement; or (b) otherwise provided in an applicable Addendum (the “Term”).
- 12.2 Unless otherwise stated in an applicable Addendum, you may terminate this Agreement by giving us notice in writing.
- 12.3 We will only decide to stop acting for you in relation to the Matter with good reason, for example where we identify a conflict, feel that the relationship has broken down, if you do not pay an invoice which you ought to have paid, if you mislead us, or if you act in an abusive or offensive manner. We will give you reasonable notice before we stop acting for you.
- 12.4 If you or we decide that we should stop acting for you, we will charge you for the Services we have provided. This will be calculated on the basis set out in the Quote.
- 12.5 Any provision of this Agreement that expressly, by implication or by its nature is intended to come into, or continue to be in, force on or after termination or expiry of this Agreement shall do so.
- 12.6 Termination or expiry of this Agreement shall not affect any rights, remedies, obligations or liabilities of the parties that accrued up to the date of termination.

13 PREVENTION OF MONEY LAUNDERING AND TERRORIST FINANCING

- 13.1 To comply with anti-money laundering and counter-terrorist financing requirements, we may ask you to provide proof of your identity. We may conduct searches or enquiries for this purpose. We may also be required to identify and verify the identity of other persons such as your directors or your beneficial owners. If you or they do not provide us with the required information promptly, your matter may be delayed.
- 13.2 You agree, and confirm that your directors and beneficial owners are aware that:
 - 13.2.1 we may make checks using online electronic verification systems or other databases as we may decide; and

13.2.2 we will process personal data in accordance with our privacy notice, as made available on our website (<https://tacit.legal/legal/privacy-notice>) from time to time.

13.3 We may be required by law to make a disclosure to the National Crime Agency where we know or suspect that a transaction may involve money laundering or terrorist financing. If we make a disclosure in relation to the Matter, we may not be able to tell you that a disclosure has been made. We may have to stop providing Services on the Matter for a period of time and may not be able to tell you why.

13.4 Subject to clause 10 (Liability), we shall not be liable for any loss arising from or connected with our compliance with any statutory obligation to report matters to the relevant authorities under the provisions of the money laundering and/or terrorist financing legislation, or our reasonable belief we may have to do so.

14 THE REGULATED NATURE OF OUR SERVICES

14.1 We are authorised and regulated by the Solicitors Regulation Authority (“SRA”), The Cube, 199 Wharfside Street, Birmingham, B1 1RN. The SRA is the independent regulatory arm of the Law Society of England and Wales, our professional body. We, and our solicitors, are governed by Codes of Conduct and other professional rules, which you can access on the SRA’s website at www.sra.org.uk or by calling 0370 606 2555. Our SRA authorisation number is 839668.

14.2 All of our services are regulated by the SRA and are covered by:

14.2.1 our professional indemnity insurance (see clause 11); and

14.2.2 if you are eligible, the SRA Compensation Fund. This is a discretionary fund for making grants to people for loss caused by dishonesty, hardship caused by a failure to account for money, or an uninsured loss (which should have been covered by professional indemnity insurance).

15 COMPLAINTS

15.1 We want to give you the best possible service. However, if at any point you become unhappy or concerned about the service we have provided you should inform us immediately so we can do our best to resolve the problem.

15.2 In the first instance it may be helpful to contact the key contact identified in the Quote to discuss your concerns and we will do our best to resolve any issues. If you would like to make a formal complaint, you may do so by following our complaints procedure set out in Schedule 3 (*Complaints Procedure*) to these Terms of Business. Making a complaint will not affect how we handle your matter.

16 STORAGE AND RETRIEVAL OF FILES

16.1 We will only create and hold client files in electronic format.

16.2 We normally store client files for six years after we send you our final invoice. We store the file on the understanding that we may delete it after six years.

16.3 You should not rely on us for storage and retention of your documents, as we do not accept liability for any loss of or damage to documents or data. You must keep your own backups of any documents we provide to you.

- 16.4 In view of our clients' needs, we do not store original documents such as executed agreements, deeds and other securities. Where we do receive original documents on your behalf, we will promptly pass them to you for safekeeping.

17 GENERAL

- 17.1 Unless otherwise agreed on the Quote or notified to us in writing, we may refer to you as a client of Tacit Legal by name and by logo, including in legal directory submissions and listings provided that (a) in doing so we do not bring you into disrepute or reveal any Confidential Information about you or the Matter; and (b) we will not use your name or logo on our website or in publicly available promotional material that we produce without your written approval.
- 17.2 Except where this Agreement provides otherwise, each party shall pay its own costs relating to:
- 17.2.1 the negotiation, preparation and execution of this Agreement; and
- 17.2.2 its own performance of this Agreement.
- 17.3 Notices shall be given by email, by hand or by prepaid recorded delivery, and shall be deemed received (a) if given by email, the next Business Day, unless a permanent failure message is received by the sender; or (b) if given by hand or prepaid recorded delivery, when the carrier confirms delivery by signature of a member of the recipient's Personnel. This clause shall not apply to service of court documents.
- 17.4 Neither party shall assign, novate or otherwise deal in their rights and obligations under this Agreement without the other party's written consent, other than:
- 17.4.1 assigning and novating them to: (a) an Affiliate, as part of a bona fide re-organisation; or (b) the acquirer of the whole or a substantial part of their business, provided that such party notifies the other party in writing not more than 30 days after the relevant transaction takes place;
- 17.4.2 we may assign the right to receive payment under an invoice issued in accordance with this Agreement; and
- 17.4.3 we may (a) sub-contract the provision of technology used in providing the Services; and (b) use consultants to deliver all or part of the Services, whether directly or via an umbrella or service company.
- 17.5 This Agreement shall be binding on the parties' successors and assignees.
- 17.6 If a party is prevented, hindered or delayed in or from performing any of its obligations under this Agreement by a Force Majeure Event (an "**Affected Party**"), the Affected Party will not be in breach of this Agreement or otherwise liable for such failure or delay in the performance of its obligations. The time for performance of such obligations shall be extended accordingly, and the corresponding obligations of the other party will be suspended, and its time for performance of such obligations extended, to the same extent as those of the Affected Party. This clause 17.6 shall in no event excuse you from your obligation to pay an invoice validly issued in accordance with this Agreement.
- 17.7 This Agreement contains the whole agreement between the parties, and supersedes all prior agreements, arrangements and understandings between the parties relating to the Matter. Each party acknowledges that, in entering into this Agreement, it does not rely on any statement, representation, assurance or warranty (whether it was made

negligently or innocently) of any person (whether a party to this Agreement or not) (each a “**Representation**”) other than as expressly set out in this Agreement. Nothing in this clause 17.7 shall limit or exclude any liability for any fraudulent Representation.

- 17.8 Subject to clause 2.5, no amendment to this Agreement shall be valid unless made in writing and signed by both parties to it. In the case of Tacit Legal, such amendment must be signed by a Partner.
- 17.9 A person who is not a party to this Agreement shall have no right whether under the Contracts (Rights of Third Parties) Act 1999 or otherwise to enforce any term of it. Amendments to this Agreement agreed by the parties shall not require consent of any third party. The consent of a third party having rights under this Agreement shall not be required in order to amend it.
- 17.10 If any provision of this Agreement is held to be invalid or unenforceable for any reason, that provision shall, if possible, be adjusted rather than voided, in order to achieve a result which corresponds to the fullest possible extent to the intention of the parties. The nullity or adjustment of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement.
- 17.11 The failure of a party to enforce a provision of this Agreement or any rights with respect thereto (or any delay in doing so) shall not be a waiver of that provision or right, or in any way affect the validity of this Agreement. A waiver of any claim for breach of this Agreement shall not operate to waive any claims in respect of any other breach.
- 17.12 This Agreement and all non-contractual rights and obligations arising out of or in connection with it are governed by, and shall be construed in accordance with, English law and subject to the exclusive jurisdiction of the English courts.

SCHEDULE 1

Standard Fee Arrangements

1 SUBSCRIPTION

Where a Fee Arrangement includes “subscription”, the Subscription Services Addendum shall apply to that Deliverable.

2 FIXED FEE

Where the Fee Arrangement is “fixed fee”:

2.1 **Fees.** We will provide the Deliverable in consideration of the fixed fee set out in the Quote, subject to the Scope of Work remaining the same, and the Assumptions remaining accurate.

2.2 **Changes.** if the Scope of Work changes or an Assumption proves inaccurate resulting in an increase in cost for us to provide the Services, then we will seek to agree a revised Quote for the Deliverable, but until such revised Quote is agreed, then any additional work shall be provided on a time and material basis.

2.3 Invoicing.

2.3.1 Where the Quote indicates that the fixed fee is payable in advance, we may invoice you for the entire fixed fee on acceptance of the Quote.

2.3.2 Otherwise, we will issue and deliver our invoice in respect of our fee for the provision of the Deliverable upon the Deliverable having been provided in all material respects provided that where the provision of a Deliverable lasts for the more than a month, then we may issue monthly invoices for part of the fee that is proportionate to the Services that we have undertaken in providing that Deliverable in that month.

3 PRE-BOUGHT HOURS

Where the Fee Arrangement is “pre-bought hours”:

3.1 Schedule 2 (*Pre-bought Fee Arrangements*) shall apply.

3.2 The “Metric” for the purposes of Schedule 2 (*Pre-bought Fee Arrangements*) shall be per hour (broken down into six-minute units), and the “Metric Validity Period” shall be six months.

3.3 You may submit requests to us that fall within the Scope of Work (each a “**Request**”).

3.4 We shall record the time we spend in servicing a Request in units of 6 minutes and deduct that time from your Metric Balance (as defined in Schedule 2 (*Pre-bought Fee Arrangements*)).

3.5 If you make a Request that does not fall within the Scope of Work or an Assumption is inaccurate in respect of it, we will notify you and ask if you would like us to provide a separate quote for that Request.

3.6 If the overall Scope of Work changes or an Assumption proves generally inaccurate resulting in an increase in cost for us to provide the Services, then we will seek to agree

a revised Quote for the Deliverable, but until such Quote is agreed, then any additional work shall be provided on a time and material basis.

4 TIME AND MATERIALS

Where the Fee Arrangement is “time and materials”:

4.1 Fees.

4.1.1 We will provide the Deliverable in consideration of a fee that is based upon the time we spend providing our services, using the rate card set out in our quote.

4.1.2 Where possible we will:

- (a) provide an estimate of our fees based on the expected amount and seniority of resource we expect the Deliverable will require;
- (b) update you at appropriate intervals on the likely timescale for each stage of the Deliverable and any important changes in those estimates; and
- (c) those estimates are not binding, and we may bill you for the actual time spent in delivering the Deliverable.

4.1.3 It is not always possible for us to provide estimates, for example due to an unpredictable process or unpredictable third parties. Where no estimate is provided on the Quote, we will give you regular updates of on our work in progress and we will provide you an estimate when it is possible to do so.

4.1.4 We shall record the time we spend in providing the Deliverable in units of 6 minutes, at the applicable hourly rate for the relevant Person as set out in the Quote.

4.1.5 If the Quote indicates that a **blended rate** applies to some or all of the lawyers providing the Deliverable, then only the specified blended hourly rate will apply irrespective of the level of their seniority or experience. Our standard hourly rates will continue to apply for all of our other lawyers and for matters other than the Deliverable.

4.2 **Invoicing.** We will issue and deliver interim invoices in respect of our fees for the provision of the Deliverable monthly and a final invoice upon the matter concluding.

4.3 **Fee increases.** We may increase our hourly rates from time to time. Where we do so before conclusion of the Matter, we will give you advance notice.

5 DAY RATE

Where the Fee Arrangement is “day rate”:

5.1 Fees.

5.1.1 We will provide the designated individual specified as the Deliverable in consideration of a fee that is based upon the time we spend providing our services.

5.1.2 We will bill our fees in half-day intervals, rounding up to the nearest half-day.

- 5.1.3 We consider a normal day to be seven hours excluding breaks.
- 5.2 **Invoicing.** We will issue and deliver interim invoices in respect of our fees for the provision of the Deliverable weekly and a final invoice upon the matter concluding.
- 5.3 **Fee increases.** We may increase our day rates from time to time. Where we do so before conclusion of the Matter, we will give you advance notice.

SCHEDULE 2

Prebought Fee Arrangements

1 SCOPE

This Schedule 2 only applies to a Fee Arrangement that references it.

2 INTERPRETATION

In this Schedule:

“**Metric**” means the measure of usage referred to in the relevant Fee Arrangement;

“**Metric Balance**” means the number of Metrics remaining on your account that have not yet expired or been used;

“**Metric Validity Period**” means, in relation to specific Metrics, the metric validity period referred to in the relevant Fee Arrangement (or where none is stated, one calendar month), counted from the date we added those Metrics to your Metric Balance;

“**Per Metric Fee**” means the price of each Metric set out in the Quote (or where none is stated, our then-current rate for that Metric), as amended from time to time in accordance with this Agreement; and

“**Top-up**” means an addition to your Metric Balance made in accordance with paragraph 5.

3 DELIVERABLE

Where this Schedule applies, the Deliverable is a pre-bought allocation of Metrics, to be used as set out in the relevant Fee Arrangement.

4 INITIAL INVOICE

On acceptance of our Quote, we will invoice you for the initial number of Metrics stated in the Quote.

5 TOP-UP

If your Metric Balance reaches zero:

5.1 we will stop providing the Deliverable, and ask you whether you would like to purchase additional Metrics;

5.2 you may request that we add a certain number of Metrics; and

5.3 if we agree to do so, we may invoice you for the requested number of Metrics using the Per Metric Fee.

6 METRIC VALIDITY PERIOD

If you do not use Metrics within their Metric Validity Period, they shall automatically expire and are non-refundable.

7 FEE INCREASES

Where part of our cost in providing a Pre-bought Deliverable is incurred with a third party (for instance, software licences), that cost is directly attributable to the Pre-bought Deliverable rather than our business overheads generally, and such third party increases their fees, we may increase our Per Metric Fee for future Top-ups by giving written notice, provided that (a) such increase reflects such the third-party fee increase; and (b) we use reasonable efforts to mitigate such third party fee increase.

SCHEDULE 3

Complaints Procedure

1 HOW DO I MAKE A COMPLAINT?

- 1.1 You can contact us in writing (by letter, fax or email) or by telephone.
- 1.2 In the first instance it may be helpful to contact the key contact identified in the Quote to discuss your concerns and we will do our best to resolve any issues.
- 1.3 If you do not feel able to raise your concerns with that person, or you are unsatisfied with their response, please contact our Compliance Officer for Legal Practice who has overall responsibility for complaints, who can be contacted on compliance@tacit.legal.
- 1.4 To help us to understand your complaint, and in order that we do not miss anything, please tell us:
 - 1.4.1 your full name and contact details;
 - 1.4.2 what you think we have got wrong;
 - 1.4.3 how you would like your complaint to be resolved; and
 - 1.4.4 your file reference number (if you have it).

2 HOW WILL YOU DEAL WITH MY COMPLAINT?

- 2.1 We will write to you within two working days acknowledging your complaint, enclosing a copy of this policy.
- 2.2 We will investigate your complaint. This will usually involve:
 - 2.2.1 reviewing your complaint;
 - 2.2.2 reviewing your file(s) and other relevant documents; and
 - 2.2.3 liaising with the person who dealt with your matter.
- 2.3 We may also need to ask you for further information or documents. If so, we will ask you to provide the information within a specific period of time.
- 2.4 We will update you on the progress of your complaint at appropriate times.
- 2.5 We may also, if appropriate, invite you to a meeting to discuss your complaint. You do not have to attend if you do not wish to or if you are unable to. We will be happy to discuss the matter with you by telephone or video conference.
- 2.6 We will write to you at the end of our investigation to tell you what we have done and what we propose to do to resolve your complaint. Where possible, we will aim to do this within 21 days of the date of our letter of acknowledgement.

3 WHAT TO DO IF WE CANNOT RESOLVE YOUR COMPLAINT

- 3.1 We have eight weeks to consider your complaint.

- 3.2 If we have not resolved it within this time you may be able to complain to the Legal Ombudsman. This applies if you are an individual, a business with fewer than 10 employees and turnover or assets not exceeding a certain threshold, a charity or trust with a net income of less than £1m, or if you fall within certain other categories (you can find out more from the Legal Ombudsman). The Legal Ombudsman will look at your complaint independently and it will not affect how we handle your matter.
- 3.3 Before accepting a complaint for investigation, the Legal Ombudsman will check that you have tried to resolve your complaint with us first. If you have, then you must take your complaint to the Legal Ombudsman within six months of receiving a final response to your complaint, and:
- 3.3.1 no more than one year from the date of act/omission; or
- 3.3.2 no more than one year from when you should reasonably have known there was cause for complaint.
- 3.4 If you would like more information about the Legal Ombudsman, please contact them via one of the following methods.
- 3.4.1 visit: www.legalombudsman.org.uk;
- 3.4.2 call 0300 555 0333 between 09:00 to 17:00;
- 3.4.3 email enquiries@legalombudsman.org.uk; or
- 3.4.4 write to Legal Ombudsman PO Box 6806, Wolverhampton, WV1 9WJ.

4 WHAT TO DO IF YOU ARE UNHAPPY WITH OUR BEHAVIOUR

- 4.1 The Solicitors Regulation Authority can help if you are concerned about our behaviour. This could be for things like dishonesty, taking or losing your money or treating you unfairly because of your age, a disability or other characteristic.
- 4.2 Visit its website to see how you can raise your concerns with the [Solicitors Regulation Authority](http://www.sra.org.uk).

5 WHAT WILL IT COST?

- 5.1 We will not charge you for handling your complaint.
- 5.2 Please note that if we have issued a bill for work done on the matter, and all or some of the bill is not paid, we may be entitled to charge interest on the amount outstanding. This is explained in our Terms of Business.
- 5.3 The Legal Ombudsman service is free of charge.