

Stembridge Solicitors Limited, Terms of Business

These Terms of Business apply whenever Stembridge Solicitors Limited is instructed by you, unless otherwise agreed in writing in our client care letter.

1. Definitions and Interpretation

1.1 Agreement means the terms and conditions governing the relationship between you and Stembridge Solicitors Limited.

1.2 Stembridge Solicitors Limited means, Stembridge Solicitors Limited a company incorporated in England and Wales with company registration number 6129185, authorised and regulated by the Solicitors Regulation Authority (SRA No. 462668) and whose registered office is at Bishopside, Allendale, Northumberland, NE47 9LR.

1.3 A Stembridge Solicitors Limited individual means any director, consultant, officer or employee of Stembridge Solicitors Limited such as English qualified solicitors, employed barristers, trainee solicitors, lawyers qualified in other jurisdictions and support staff. Details of all current Stembridge Solicitors Limited fee earning personnel are available on our website. SRA means the Solicitors Regulation Authority.

1.4 Terms and conditions or Terms of Business, means these Terms of Business as may be amended by us from time to time and made available to you.

1.5 Other defined words and phrases shall have the meaning ascribed to them in these Terms of Business.

1.6 References to: (a) "we", "us" and "the firm" shall be references to Stembridge Solicitors Limited; and (b) "you" shall mean you as the client of Stembridge Solicitors Limited.

2. Instructing Us and Our Services

2.1 Our relationship with you as our client in respect of any matter:

2.1.1 commences when we accept instructions from you; and

2.1.2 is governed by the terms and conditions set out in the Agreement, which will comprise: (a) our client care letter; and (b) these Terms of Business. In the event of any inconsistency between our client care letter and these Terms of Business, our client care letter shall prevail.

2.2 Within a reasonable time of receiving instructions from you on a new matter, we will endeavour to:

2.2.1 agree with you the scope of the services to be provided. We shall not be obliged to carry out any work outside of the scope. However, the scope of the services may be altered, by agreement, during the course of the matter;

2.2.2 discuss with you the information we require in order to provide our services to you. You should note that we will need you and any other professional advisers engaged on the matter to provide us with accurate information promptly. Failure to provide us with complete, accurate and timely information and instructions at any time may result in loss being caused to you for which we will not be responsible. If you are unsure whether something is relevant, you should ask us and we can advise you as necessary; and

2.2.3 discuss with you the format and timescale for the provision of our services.

2.3 We reserve the right to decline to provide any services which we consider would or may result in us being in breach of any duties that we owe to third parties by law and/or under any codes of conduct by which we are bound. Further, we reserve the right to decline to travel to any place, area or country which we consider, in our absolute discretion, would be unsafe and/or expose any Stembridge Solicitors Limited to unacceptable risks or danger.

2.4 Where we are instructed on your behalf by a third party as your agent (including but not limited to your insurers):

2.4.1 you warrant that the agent has authority to retain us on the terms and conditions of the Agreement and to give us instructions on your behalf.

2.4.2 you will use best endeavours to procure that the agent confirms such authority to us, if we request the agent to do so.

2.4.3 the Agreement will be between you and Stembridge Solicitors Limited. We owe no duty of care to, and we do not accept liability to, any third party. If either you or another person specifically requests the right for another person to rely on our advice, we will consider, but reserve the right to decline, such request.

3. People Responsible For Your Work

3.1 You have been assigned an individual case handler who will be responsible for the provision of services to you on your matter and who may contact you at any time to discuss any aspect of our services.

3.2 The name and contact details of the person with overall responsibility for your matter and the other members of the team will be sent out in our client care letter.

3.3 We reserve the right to involve other Stembridge Solicitors Limited individuals on your matter at our discretion. However, before involving another Stembridge Solicitors Limited individual other than the lawyers specified in the client care letter, we would endeavour first to discuss this with you and obtain your agreement, unless the involvement of the other lawyer was of a short term nature such as covering during a lawyer's absence or carrying out an isolated and distinct piece of work (such as an item of legal research).

4. Instructing Third Parties

4.1 If you instruct us to engage a third party (including but not limited to a barrister, expert, arbitrator, process serving agent, foreign lawyer or other professional) in connection with any matter, unless otherwise agreed in writing:

4.2 we will use reasonable care in selecting the relevant third party but we shall not, in any event whatsoever, be responsible for any actions, omissions, errors or deficiencies of such third party and/or in their work;

4.3 notwithstanding that we have instructed the relevant third party, you will, at all times remain responsible for their fees and expenses, including any charges they may impose for late payment. Notwithstanding the foregoing, if we pay their fees or expenses on your behalf for any reason whatsoever, we will invoice you for the same and payment will be due in accordance with paragraph 8 of these Terms of Business; and

4.4 any advice and other services provided by the relevant third party shall be provided to you subject to their terms of business. You should note that the terms of business of any third party may contain rights and obligations which limit the liability of the third party, restrict your rights of redress against such third party and/or restrict your use of their work. Where we receive copies of the terms of business of any third party engaged, we will forward them to you and, unless you notify us to the contrary promptly upon receipt, you accept that those terms of business are reasonable.

5. Our Fees and Expenses

5.1 When instructed on a matter, we will agree the basis of our fees with you and you will provide us promptly with such details as may be necessary for us to submit invoices to you (including without limitation correct names and addresses and any VAT information).

5.1.2 Charges: Unless we agree alternative charging arrangements, our fees are charged based on: (a) the amount of time Stembridge Solicitors Limited individuals spend dealing with your matter, in minimum 6-minute units for routine correspondence and telephone calls (made and received); and (b) the hourly charge out rate of the Stembridge Solicitors Limited individuals prevailing at the relevant time. The hourly charge-out rate from 1 February 2025 is £300 (+ VAT if applicable). Travel time is charged at an hourly rate of £230 (+ VAT). Administrative work is charged at an hourly rate of £180 (+ VAT). Consultant's hourly

charge-out rate is £315 (+ VAT if applicable). We review our charge out rates annually and any changes in rates will be notified to you in writing.

5.1.3 Expenses – Items not included in Hourly Rate In addition to our fees, we will charge you the cost of any expenses incurred in connection with your matter (which are also referred to as "**disbursements**"), including but not limited to invoices from third parties working on the matter, travelling and accommodation expenses, telephone and video-conference calls, courier charges, court fees, tribunal's fees, courier charges, bank charges, exchange commissions, printing / photocopying & communication costs. Expenses include items such as VAT if payable, and travelling and related expenses. Third party expenses incurred on your behalf cover items such as Counsel's fees, expert fees, Court fees, translation costs and foreign correspondents' charges. We reserve the right to request that you pay such third party expenses direct to the third party.

5.1.4 VAT is added to our fees and expenses where applicable. In certain circumstances, VAT may not be applicable for the provision of services in question but, if that is the case, we may require information from you to invoice without VAT.

5.1.5 We may sometimes be required to give a binding promise/undertaking to pay an amount of money on your behalf in relation to a matter. We will not give such a promise/undertaking unless the relevant amount is paid to us in advance.

5.1.6 Where we provide you with an estimate of costs, such estimate: (a) is not intended to be fixed; (b) is given only as a guide; and (c) should not be regarded as a firm quotation, unless expressly stated to be such. All estimates given are exclusive of prevailing taxes and expenses.

5.2 Payment Terms for Our Invoices

5.2.1 As clients of Stembridge Solicitors Limited, you will be responsible for paying our invoices for our fees and expenses. Our invoices are due and payable as soon as the invoice is rendered. Unless otherwise agreed, we will send our invoices to you by email.

5.2.2 Where a matter involves a one-off advice or piece of work, we will generally send you an invoice once the matter has concluded and ordinarily within 3 months of completion.

5.2.3 Where a matter is longer term in nature, we will send you interim invoices for our fees and expenses incurred during the period specified in the invoice. Unless we agree otherwise, this will usually be on a monthly or quarterly basis. However, the invoicing frequency is subject to change if the matter is slow or fast moving, alternatively when a pre-agreed level of Work in Progress is reached. In addition, we will send you a final invoice once the matter has concluded and ordinarily within 3 months of completion.

5.2.5 Our invoices will be accompanied by a narrative showing the time spent on the matter and will detail any expenses included. If you have a query about any invoice or narrative, you should raise it immediately with the individual responsible for the matter.

5.2.6 If an invoice remains unpaid for more than 30 days after it has been sent to you, we reserve the right to charge interest on the amount outstanding at 8% per annum and to terminate our retainer in the matter. Such interest will be charged daily.

5.2.7 Even if you have made a payment on account (as detailed above), you are still required to make payment of all our invoices.

5.2.8 Payment method shall be either by bank transfer or cheque drawn on a UK based bank account (in either case, in full and without deduction of bank charges). In addition, we shall not undertake any further work (which includes not taking any steps to protect relevant time limits or time bars) until any outstanding invoice is settled or payment on account is made. Any query arising out of an invoice should be raised without delay.

5.2.9 "Disbursements Only" Invoices may be rendered where the unbilled disbursements on a matter exceed £50. This invoice is payable on receipt and if not settled promptly we

may write to you indicating that we shall not undertake any further work until the outstanding invoice is settled.

5.2.10 Money on Account We may ask you to provide payments on account of our fees and expenses for any particular matter, including, by way of example only, where you are a new client of Stembridge Solicitors Limited, where you do not have insurance or where your insurers have declined to provide coverage or reserved their position as to future coverage.

5.2.11 We will normally expect the payment on account to be made to our specified account within 14 days of our request.

5.2.12 Pending receipt of the payment on account, we reserve the right to decline to provide services, subject to our professional duties to you, and/or to incur expenses.

5.2.13 Any payment on account will be held in Stembridge Solicitors Limited's client account and may be set off against our invoices in such manner as we may determine. We will, however, endeavour to discuss the application of the payment on account with you in advance. We may subsequently require further payments on account during the currency of the matter. Any balance of the monies held on account at the end of the matter will be dealt with in accordance.

5.2.14 Upon closure of a matter and payment of our outstanding invoices, we will make reasonable attempts to return any monies held by us on your behalf. If we are unable to return such funds, you agree that we may donate the monies to a charity of our choice.

6. Interest on Client's Money

6.1 In accordance with the current rules of the Solicitors Regulation Authority, and subject to a minimum amount of £20, where client's money is held in our general client account, interest (by reference to the prevailing rate on an instant-access savings account of the firm's bank) is payable to clients on all money held on their behalf, including payments made on account of costs and disbursements.

7. Conflicts

7.1 We have procedures in place to prevent us acting for clients in situations of a legal or regulatory conflict of interests.

7.2 In accepting your instructions in connection with a matter, we have reasonably satisfied ourselves that there is unlikely to be a conflict of interest.

7.3 If you are aware, or become aware, of a possible conflict of interests, please alert the individual responsible for the matter immediately.

7.4 Very occasionally however, a conflict of interest may arise or come to light during the progress of a particular matter. In such an event: (a) subject to our duty of confidentiality, we will discuss the issue with you with a view to resolving the conflict but may be obliged to terminate our engagement in relation to the particular matter; and (b) you agree that we will be free, taking account of applicable rules and law, best practice and your and any other concerned client's interests and wishes, to decide whether to act for both clients, for one, or for neither.

7.5 You should note that Stembridge Solicitors Limited acts for a number of clients which operate in the same or similar industries or sectors. Some of our clients may have or may develop commercial or legal interests adverse to other of our clients. You accept that it may be reasonable for us to act for current or future clients who do, or may in the future, operate in the same industry or sector as you, or who may have or may develop commercial or legal interests adverse to yours.

7.6 Where we are instructed in a matter in which we have obtained an order for security against a third party and we discover that such security or assets are held by another client of Stembridge Solicitors Limited, we will not be able to serve that order on that other client or to act for any of the parties in any dispute concerning the ownership of such security or assets.

7.7 Please note that the foregoing will not enable Stembridge Solicitors Limited to act in situations where there is a significant risk of or an actual conflict of interest and will not affect our professional obligations in relation to that matter or any future instructions from you or any other client.

8. Outsourcing

8.1 We may from time to time outsource work (for instance administrative or secretarial work) to ensure that this is done promptly. Steps will be taken to ensure client confidentiality is maintained and our Data and Privacy Policies are adhered to.

8.2 If you do not want your file to be outsourced, please tell us in writing as soon as possible.

9. Auditing and vetting of files

9.1 External firms or organisations may conduct audit or quality checks on our practice from time to time. They may wish to audit/quality check your file and related papers for this purpose.

9.2 It is a specific requirement imposed by us that these external firms or organisations fully maintain confidentiality (in accordance with our Privacy Policy and Data Protection Policies) in relation to any files and papers which are audited / quality checked by them.

9.3 Your files may also be reviewed in a due diligence exercise relating to the sale or transfer of all or part of our business, the acquisition of another business by us or the acquisition of new business. **10.4** If you do not wish your file to be used in this way, please let us know in writing as soon as possible.

10. Document Storage / Retention

10.1 All client's papers and documents will be retained while money is owed to us for our charges and expenses.

10.2 Unless otherwise agreed, the client's papers and documents will only be stored for 7 years from the date of the final invoice. Such documents and papers will then be destroyed without further notice.

11. Privacy Policy (see attached)

These terms of use refer to our **Privacy Policy**, which also applies to the use of our website.

12. Data Protection Policy (see attached)

12.1 The business is required to comply with the law governing the management and storage of personal data, which is set out in the Data Protection Act 1998 & General Data Protection Regulation 2016 (GDPR). Compliance with the GDPR is overseen by the UK data protection Regulator which is the Information Commissioner's Office (ICO).

12.2 The business is accountable to the ICO for its data protection compliance. This policy applies to all staff, consultants and any third parties that this policy has been communicated to.

12.3 This policy covers all personal data and special categories of personal data, processed on computers or stored in manual (paper based) files. **Philip Stembridge is the Data Protection Officer (DPO) responsible for ensuring compliance** for this organisation.

13. Use of Your Information.

We will only use this in accordance with our **Privacy Policy** and **Data Protection Policy**.

14. Money Laundering

14.1 The United Kingdom's Proceeds of Crime Act 2002 and the Money Laundering Regulations 2003 apply to our dealings with you and to the conduct of our work for you. In some cases involving non-contentious work, the SRA requires us to obtain and retain satisfactory evidence of the identity of our clients and, if you are acting as an agent, for evidence of your principal's identity. This applies not only to individuals in their personal capacity as client but also to corporations and individuals within corporations.

14.2 You must provide such documents to us promptly on request and if applicable that of directors, partners, trustees and controllers of your company or firm and all connected shareholders to comply with our obligations under the Proceeds of Crime Act 2002 POCA, current terrorism legislation and anti-money laundering regulations. If satisfactory information or documentation is not provided promptly, we may not be able to act, or continue to act, for you.

14.3 In relation to any instructions you give us and/or work we undertake on your behalf arising out of or in connection with your instructions to us or otherwise in order to comply with legislation, it may be necessary for us to report to law enforcement agencies.

14.4 Under applicable law, there are several items of legislation that create various offences in connection with money laundering. We are not permitted to undertake any activities which we know or suspect amount to dealing in any way with criminal property (as defined in the Proceeds of Crime Act 2002) or enter into or become concerned in any arrangement that we know or suspect would amount to dealing in any way with criminal property. Accordingly, if we suspect that any matter in which we are acting for you involves or will involve any dealing with criminal property we shall without prejudice to all of our other rights be entitled to suspend further work for you on that or any other matters. We shall in such circumstances not be obliged to inform you why we have suspended further work or have ceased to act for you.

14.5 Whilst we are professionally and legally obliged to keep your affairs confidential however, in such circumstances as specified in paragraph 12.4, we shall also be entitled to disclose the dealing with criminal property to the National Crime Agency, or other appropriate authority without informing you of that disclosure. To the extent permitted by relevant law, we shall not, however, disclose information or documents which are privileged to you.

14.6 We do not accept payments in cash whether for our fees or expenses or otherwise. We will not accept funds from any source unless the source has previously been identified to our satisfaction. If payment is made in breach of this provision, the funds will usually be frozen and not applied to the transaction, pending receipt of consent from the appropriate authorities.

14.7 Finally, if in the course of acting for you we have or are to have possession of any form of control over property which we suspect is criminal property, we shall be entitled to refuse to comply with any instructions given by you in connection with that property.

15. Level of Service & Complaints Procedure

15.1 While we are a small firm, we feel this enables us to provide a high standard of service at a reasonable cost. If at any stage you feel any concern about the service we are providing or fees charged, please free to contact us.

15.2 It is the firm's policy to be ready always to discuss any points of concern and a copy of our **Complaints Procedure** is available upon request.

15.3 As with all law firms, if any complaint over the level of service provided has not been dealt with to your satisfaction within 8 weeks of being raised you may be entitled to contact the Legal Ombudsman (www.legalombudsman.org.uk).

15.4 You may have a right to object to an invoice by applying to the English High Court for an assessment of the bill under Part III of the Solicitors Act 1974.

16. Data Protection and Privacy Policies

16.1 We will protect the confidentiality of the information that we receive in connection with you and your matters. Our use of that information is subject to your instructions, the Data Protection Act 1998 and our duty to confidentiality.

16.2 We use the information you provide primarily for the provision of legal services to you and for related purposes including:

- Updating and enhancing client records
- Analysis to help us manage our practice and to arrange indemnity insurance
- Statutory returns
- Legal and regulatory compliance

16.3 Stembridge Solicitors Limited is a data controller for the purposes of the General Data Protection Regulation ("GDPR") and will comply with that and other applicable data protection laws. The company's protection contact is Philip Stembridge.

16.4 During the course of our dealings with you, we may collect, use and be responsible for your personal data and that of your representatives (including employees, officers and directors). We may collect personal data for the purposes of legal proceedings (eg. copy passports/address details). Data collected specifically for legal proceedings will be exempt from the application of the General Data Protection Regulation.

16.5 We will not sell, trade or otherwise transfer to other persons your personal data (ie. information personally identifying you) or other information. However, we may disclose personal information if we consider that doing so is appropriate to comply with any legal obligation. Otherwise, however, we will not share your personal information (or that of your representatives) with any third party without your consent.

16.6 We will store any personal data which we may have collected from you or your representatives for no longer than we are required to hold a file for statutory limitation purposes, generally (but subject to exceptions) no longer than 7 years after final conclusion of a matter.

16.7 Insofar as necessary (ie. insofar as the exemption from the application of the General Data Protection Regulation referred to at 16.2 above may not apply) we will rely on our contract with you for the supply of services as our legal basis for processing personal information.

16.8 We may use the contact details which you provide in the course of business to contact you about social and/or training events. If you wish to opt out, please notify the Data Protection contact, legal@stemshipping.com

16.9 Under the General Data Protection Regulation, you have a number of important rights which you may exercise free of charge. In summary, these rights are:

- Transparency as to how we use your personal data and fair processing of your information;
- Access to your personal information and other supplementary information;
- Correction of any errors or omissions in the information we hold about you;
- Erasure of your personal information in certain circumstances;
- Provision of a copy of the personal information you have provided to us, and that we may have provided to a third party;

- Objection to the processing of personal information for the purpose of direct marketing;
- Objection in certain other situations to the continued processing of **your** personal information;
- Restriction of the processing of personal information in certain circumstances;
- The ability to opt out from any automated decision-making or profiling.

16.10 If any one of you or your representatives wishes to exercise any of these rights, the individual in question should email our data protection contact at legal@stemshipping.com, stating the right or rights it is wished to exercise, and providing proof of identity and address. We will respond to you within one month from the time when we receive your request.

16.11 Please refer to the privacy notices on our website for more details.

16.12 Please note that the General Data Protection Regulation gives you the right to lodge a complaint with a supervisory authority, in particular in the European Union (or European Economic Area) state where you work, normally live or where the alleged infringement of data protection laws occurred. The UK supervisory authority is the Information Commissioner's Office which may be contacted at <https://ico.org.uk/concerns/>.

16.13 If you would like any further information about your rights under the General Data Protection Regulation please see the Guidance from the Information Commissioner's Office, individuals' rights under the **GDPR**.

16.14 We will not disclose it or our advice, without your prior consent, to any other person except in certain circumstances, such as: (a) to your directors, officers, employees and other professional advisers who you identify to us or who we reasonably believe to be involved in the relevant matter; (b) where disclosure is required by applicable rules or law or any regulatory authority; (c) to the extent that the information enters, or has entered, the public domain; (d) to our auditors or other professional advisers for legal, regulatory or compliance purposes; (e) to agents instructed to collect unpaid sums on our behalf; and (f) to selected third parties who assist us with legal, administrative, financial and other services and who will or may have access to confidential information as part of their function. Subject to the exceptions set out above, our use of the information you provide is subject to your instructions, your privilege in the advice which we give to you, applicable data protection laws and our duty of confidentiality.

16.15 Where we are instructed on your behalf by a third party as your agent, you agree that, by instructing us on this basis, we may disclose information and advice concerning your matter to such agent (including but not limited to the directors, officers, employees and other representatives of that agent) without seeking your express written consent to do so.

16.16 Similarly, where we are instructed by you to engage a third party in connection with the matter, you agree that, by giving us those instructions, we may disclose information and advice concerning your matter to such third party without seeking your express written consent to do so, provided that we consider that the third party needs to know the information or advice in question for the purposes of providing their services.

16.17 You should note that when we provide legal advice to you, legal advice privilege attaches to our communication to you related to that advice. However, if you communicate

such advice to others in your organisation who are not involved in the giving of instructions or in seeking advice from us, you may lose legal advice privilege. Similarly, if our advice is communicated by you to a third party, you may lose privilege in the advice. Please speak to the individual responsible for your matter if you should have any questions or concerns in this regard.

16.18 You are entitled to use and copy all of the documents created by us for you in the scope of our work in relation to this retainer only. All copyright and other intellectual property rights in the documents created by us and related in any way to the scope of our work remain our property. We will be free to use any of the documents and to use the intellectual property to give advice to our clients provided that we do not breach our duty of confidentiality to you.

16.19 We may store opinions and documents from counsel and others in our computer system to enable us to provide prompt and efficient legal advice. We will ensure that the system is secure, that confidentiality is maintained, and that we comply with any data protection regulations and the implied undertakings on disclosure.

17. Electronic Communications

17.1 Unless agreed otherwise, in the course of providing our services, we may communicate with you and other persons involved in the matter using email.

17.2 You should note that email messages are not a secure method of communication. They carry certain risks including non-delivery, delays, data corruption, interception, transfer of viruses, loss of confidentiality and of privilege.

17.3 We will utilise email communications on the basis that you accept the risks involved, including but not limited to those risks specified in paragraph 14.2, and we do not accept any liability for loss resulting from the use of email for communication.

18. Equality and Diversity

18.1 Stembridge Solicitors Limited are committed to ensuring equality of opportunity and fairness throughout our work including relations with our clients. This covers the way we deal with clients and also their dealings with the firm and its staff.

18.2 A copy of our equality and diversity policy is available on our website or can be sent to you on request.

19. Indemnity Insurance & Our liability

19.1 Stembridge Solicitors Limited will provide advice and services to you, and Stembridge Solicitors Limited alone will be responsible for the performance of the Agreement between us.

19.2 All work done and advice provided by us is for your use and benefit only in connection with the specific matter on which we are instructed. Our advice may not be passed to, or relied on by, any other person without our prior written approval, and subject to such conditions as we may impose at the time.

19.3 You agree that our liability to compensate you for any act or omission (whether by negligence or otherwise) which places us in breach of our duties to you ("Mistake") is limited in the following respects:

19.4 It is Stembridge Solicitors Limited that is liable for any Mistake, not a Stembridge Solicitors Limited individual; and accordingly you agree that no claim shall be made against

a Stembridge Solicitors Limited individual except in the case of fraud or reckless disregard by the individual of their professional obligations;

19.5 For the purposes of the Overall Limit, more than one Mistake on a single matter or transaction or the same or similar Mistakes in a series of related matters or transactions is considered as one Mistake.

19.6 We maintain professional indemnity insurance in accordance with the rules of the Solicitors Regulation Authority. Contact details for our professional indemnity insurer, details of the insurance and the territorial coverage of the policy are available for inspection at our offices or upon request.

20. Termination of Retainer

20.1 Unless terminated earlier in accordance with paragraph 19.2, our engagement on a specific matter will be deemed concluded 30 days after the delivery of our final invoice.

21. 2 You may terminate your instructions to us in writing at any time, but we will be entitled to keep all your papers and documents whilst there is money owing to us for our fees and expenses.

20.3 We reserve the right to suspend our work and/or stop acting for you in certain circumstances where we have good reason, including but not limited to where: (a) we are required to do so pursuant to our professional rules; (b) there is a risk of a breach of any applicable rules or law to which we are subject; (c) you do not pay an invoice relating to any matter (whether the matter in question or another matter) within 30 days after it has been sent to you (by post or electronically); (d) you do not comply with a request for payment on account; (e) you fail to provide us with proper or adequate instructions relating to a matter; or (f) there has been a breakdown in confidence between us. In these circumstances, we will invoice you for the work done up to that date and we reserve the right to retain your papers and documents while there is money owing to us.

21. Law and Jurisdiction

21.1 These Terms of Business the Agreement and any non-contractual obligations arising out of or in connection with them and/or the provision of services by us, shall be governed by and construed in accordance with English law. All and any claims, disputes or differences shall be subject to the exclusive jurisdiction of the Courts of England and Wales.

21.2 Subject to below, any claims, disputes or differences concerning the Agreement, these Terms of Business or our services or any matter arising out of or in connection with them, including without limitation any non-contractual obligations, shall be subject to the exclusive jurisdiction of the courts of England and Wales.

21.3 Nothing in these Terms of Business or the Agreement shall prevent us from bringing proceedings in the courts of any other country which may have jurisdiction or in any other appropriate forum.

22.4 If any provision of the Agreement or these Terms of Business is or becomes invalid, this shall not affect the validity of the remaining provisions. The invalid provision shall be replaced by such valid provision which comes closest to the intent and purpose of the parties. The above shall apply equally to any omission in these Terms of Business.

22.5 From time to time, we may amend or replace these Terms of Business. A copy of the latest version of the Terms of Business will be available on request and on our website

Acceptance of these Terms of Business & Consent to Hold Your Data

The client's instructions to undertake work are taken as acceptance of these Terms of Business and acceptance of our right to collect and control the data you provide to us in accordance with the Data Protection Policy and

the Privacy Policy (under the Data Protection Act 1998 and the General Data Protection Regulations 2016).

By replying in an email to legal@stemshipping.com stating "I agree" or equivalent, you confirm your consent to your information being used and stored by Stembridge Solicitors Limited and agree to these Terms of Business.

1 February 2026