



SIMCOCKS ADVOCATES LIMITED
("Simcocks", "the Company", "we", "us" or
"our")
("you" or "your" means the client of Simcocks)
STANDARD TERMS OF BUSINESS
(as revised September 2024)

PART I - CLIENT RELATIONSHIP IN ALL MATTERS

1. Introduction

Our aim is to provide high quality and effective legal services at a reasonable cost. Our normal terms of business are set out below and will apply in relation to any instructions we receive unless we specifically agree otherwise in writing. Should you require clarification on any aspect of our services or our terms of business we will be pleased to discuss the matter with you.

These terms of business will apply in respect of all matters handled for you by us, whether or not there is any written or other express acceptance by you. We reserve the right from time to time to vary our terms of business, which will always be governed and construed in accordance with the laws of the Isle of Man.

2. Scope of Instructions

On receiving your initial instructions we will write to you by letter or by email, to record the main elements of our relationship. We will inform you at the time of any substantive changes which may later arise. We will take instructions from the individual or person named as our client. Unless advised otherwise, we will assume that we are authorised to accept instructions from any person whom we reasonably believe to have authority to give instructions to us (this will include, in the case of a body corporate, any of your directors, officers and employees and/or your solicitors or other legal advisors) and that we may act on instructions given orally, in writing or electronically.

We will, both at the outset and, as necessary, during the course of each matter, explain your responsibilities and our responsibilities in relation to the matter and agree the appropriate level of service.

We will greatly appreciate your prompt response to our requests for information and instructions which will enable us to provide you with a better service and to do our job more cost effectively.

Our advice, at the time it is given, will be based on our understanding of the relevant statutes, case law and practice as they relate to the facts presented to us and your instructions. Any subsequent changes in law and practice may therefore affect its conclusions. Unless we have specifically agreed with you to do so, we will be under no obligation to update our advice for any subsequent changes in the law or practice or for any changes or omissions in the facts as presented to us or in your instructions.



Simcocks is not a tax advisor. You agree and acknowledge that Simcocks has no obligation to provide tax advice to you and accepts no responsibility for any tax aspects of your affairs.

3. Responsibility for Work/Communication

We will identify the person or persons who will have overall responsibility for the services provided to you. In certain cases the services will be provided to you by a director, but where appropriate the work may be delegated to a more junior member of staff, depending on the complexity of the matter, so that your work is dealt with cost effectively. Where a more junior member of staff is handling the work which we are doing for you, one of the directors or another senior fee earner will still usually be involved as supervisor.

In appointing us to act on any matter for you, you are automatically authorising us to take any steps we consider necessary to protect your interests in that matter and to incur reasonable disbursements on your behalf unless you specifically instruct us to the contrary in writing. You may withdraw or vary your instructions to us at any time by reasonable notice in writing, and likewise we may withdraw from acting for you on giving you reasonable notice in writing where we have grounds to do so (including failure of yourself or your associates to make due payments to us).

As a matter of course, we will try to keep you fully informed of the progress of the work with which we are dealing for you. However, if at any time you need additional information, please do not hesitate to contact the members of staff identified to you as having responsibility for it. If the person to whom you wish to speak is unavailable when you telephone please leave a message either with another member of staff or on voicemail.

4. Evidence of Identity

We are required to operate anti-money laundering and countering terrorist financing procedures in accordance with the relevant legislation including but not limited to the Anti-Money Laundering and Countering the Financing of Terrorism Code 2019 (the "Code") as amended or replaced from time to time. Before accepting instructions and as work continues, we will have to satisfy our regulatory obligations as to obtaining evidence of your identity as our client (and, if you are acting on behalf of another person, the identity of the other person), which may involve requiring you to provide certain documents to us. We are obliged, in certain circumstances, to disclose to the appropriate authorities information concerning transactions (and the parties involved) which could be said to give rise to a suspicion of money laundering or the financing of terrorism.

We are also obliged to demonstrate to the Isle of Man Law Society and/or the Isle of Man Financial Services Authority that we operate procedures in compliance with the Code. This may require us to provide access to the Isle of Man Law Society and/or the Isle of Man Financial Services Authority, to information provided to us by you, our client.

We shall not disclose to the Isle of Man Law Society and/or the Isle of Man Financial Services Authority, information, communications and documents held by us which attract legal professional privilege without your consent.



In order to comply with our legal obligations to carry out anti-money laundering customer due diligence, we may undertake searches with a credit reference agency or other data provider (together “data providers”) for the purposes of verifying your identity, and in the case of a corporate client the identity of its directors and any beneficial owners and in the case of a trust the identity of its trustees, settle and beneficiaries. To do so such data providers may check the identification information you supply against any particulars on any database (public or otherwise) to which the data provider has access and may also use such identification information in future to assist other companies for identity verification purposes. A record of such searches will be retained.

If false or inaccurate information is provided and/or fraud is identified or suspected, details will be passed on to the relevant authorities.

5. Conflicts of Interest

When we accept your instructions on a particular matter you will become a client of the Company and remain so throughout the duration of these instructions. The Isle of Man is a relatively small place, and as we provide a wide range of services for a large number of clients, we may sometimes find ourselves in a position where we are also providing services to another client whose interests may conflict with yours. When and if we become aware of such a situation, we will either discuss and agree with you (and separately with the other relevant party) ways to properly safeguard your own particular interests and preserve your own confidentiality, or we will consider with you whether we need to refer you to another firm or company to ensure that the advice and service you receive are sufficiently independent.

Before accepting instructions we will carry out internal conflicts searches to ensure that to the best of our knowledge and belief we have no conflict of interest which would affect our acting for you on the particular matter. We will also continue to monitor the position during the conduct of work on your behalf. We are bound by professional rules regarding this.

Even where no conflict exists, there may be occasions when we act for, or are aware of information regarding, other clients who may be in a similar business to you or whom you may consider as your competitors. We will be under no duty to disclose such information to you where such disclosure would be a breach of confidence owed to another client or third party.

While we are acting for you on a particular matter, we will not accept instructions from another party to act against your interests in that particular matter. However, unless you have specifically retained Simcocks to act for you in all matters, we remain free to accept instructions from other parties to act against you in other matters.

6. Fees and Other Charges

- i. Our fees are normally calculated by reference mainly to the time spent by our fee earners and other staff on your matters, although other factors such as the type and nature of the matter, urgency and complexity also have some bearing. The calculation of time spent on a matter covers all work carried out (including, for instance, e-mails, letters, telephone calls and file administration). We will also charge you for any disbursements reasonably incurred by us on your behalf (whether specifically authorised by you or not).



We also charge an administration fee to cover compliance costs which include conducting due diligence enquiries that we are required to undertake within the regulatory regime applied by our regulator, the Isle of Man Law Society, in accordance with the Isle of Man's anti-money laundering and countering the financing of terrorism legislation.

In addition, VAT will be charged whenever applicable in respect of our fees and disbursements.

- ii. Where appropriate and subject to our client care letter/email engagement, at the start of a matter and as necessary as the matter progresses, we will give you an estimate of the fees which you are likely to have to pay. However, any estimate as to the total of our fees is given only as a guide on the basis of the information then known to us and is not to be regarded as a firm quotation unless otherwise agreed in writing.
- iii. In some matters (such as many conveyancing transactions), we will where possible give a firm quotation if so requested. In other matters while an estimate of our fees may be provided, it may not be possible to accurately predict fees at the outset, for example in contentious matters or matters relating to the administration of deceased estates. Where we are acting as executors and /or in the administration of an estate, the will of the deceased will often authorise us to charge fees in dealing with the estate and our time will be charged on a time-spent basis. We would also draw your attention to Part II below regarding contentious matters and the costs of litigation.
- iv. Our invoices will normally be issued at monthly or other appropriate intervals or as a matter progresses, as well as on completion of a matter. Our invoices will of course include disbursements and expenses in addition to our professional fees. We will usually ask you for payments in advance on account of anticipated fees and disbursements/expenses.
- v. Our invoices are payable within 14 days of issue. In the event of non-payment we will be entitled to charge interest on the amount outstanding at a rate of 8 per cent per annum, and we shall be under no obligation to carry out any further work for you on any matter until the outstanding amounts have been paid. We can accept payment by credit card: if you need this facility please ask.
- vi. Payment of our invoices should be remitted from, or drawn upon, an account with a financial institution in the name of our client. We reserve the right to decline to accept funds from any other person, in particular from any trust or corporate entity that is not our client, and in the event of receiving such funds to return them and to charge for time spent in doing so at our usual hourly rates.
- vii. Where funds belonging to you are received by us (for example in probate or property transactions or in settlement of a judgment obtained in your favour) then we reserve the right to deduct our charges and expenses from those funds and we will not be required to obtain your prior approval to this.
- viii. You should be aware that Section 23 of the Advocates Act 1995 gives you



the right to seek assessment of our fees by either the Chief Registrar or an Assessor nominated by the Isle of Man Law Society. Please also note that these Terms of Business will form part of any letter of engagement which you may sign with us pursuant to Section 20 (1) (a) of the Advocates Act 1995 or any written details of fees payable which we may give you by email pursuant to Section 19 (2) (c) of the Advocates Act 1995 as more fully referred to in the Advocates Agreements and Fees Details Regulations 2000.

- ix. If we are acting for you in a court case, you should be aware that even if you win your case and an order for payment of your costs by a third party is made; we will still look to you to pay those costs. We will then at your expense do our best to recoup the costs from the third party in order to reimburse you. You should also be aware that in practice you are only likely to be able to recoup a proportion of your actual costs because of the basis on which they are assessed by the court. You also need to bear in mind that if you are unsuccessful in a court case you will usually be ordered to pay the legal costs of the winning party.
- x. If for any reason a matter which we are handling for you cannot be completed or if you withdraw your instructions to us, we will charge for all work done up to that point (together with all disbursements). In such circumstances, we will also charge for work reasonably done and disbursements incurred in connection with the orderly closure of our file and (if appropriate) the transfer of the matter to another professional adviser.
- xi. Where appropriate, we will discuss with you whether you are eligible for and/or should apply for public funding (Legal Aid) and whether or not your costs may be covered by insurance or any employer/trade union scheme. If such third party funding is provided, it is your duty to comply with the terms and conditions of the relevant third party relationship and inform us and the third party immediately of any changes in your circumstances relevant to that relationship (including in particular any change in your financial circumstances).

7. Client Funds

When you pay us money in settlement of an invoice, that becomes our money. Otherwise, any money which you give us for any other purpose will be held by us on a specially designated Clients' Account in accordance with the Advocates' (Accounts) Rules of the Isle of Man Law Society, and you will be entitled to interest on that money. However, we will not pay interest on monies held on account of fees and disbursements.

By accepting our terms, you automatically agree that we may retain a sum of £20 in respect of each quarter's calculated interest to reflect the administrative expenses to ourselves in making these calculations and crediting the payments to you. If the interest earned in any quarter is less than £20, no additional payment will be required from you.

Please note that Simcocks Advocates Limited, its directors, officers, employees, agents or servants accept no liability whatsoever for any loss, damage or liability



you incur directly or indirectly as a result of the insolvency, liquidation, winding up, failure, collapse of, or similar event occurring in relation to, our bankers who operate our general clients account or any group company of such bankers which results directly or indirectly in our bankers being unable, in whole or in part, to repay any deposit balance in our general clients account (the "Bank's Failure to Repay"). By accepting our terms, you agree to hold Simcocks Advocates Limited and each of its directors, officers, employees, agents or servants harmless in respect of the Bank's Failure to Repay. You accept and acknowledge that there are alternative arrangements available to you in relation to the funds you place in our general clients account; and that by placing funds in our general clients account, you agree to the terms of this exclusion of liability and irrevocably acknowledge the reasonableness of this exclusion.

7A. Third Party Payments

In certain matters, such as conveyancing matters, you may need to send money to our client account in connection with your matter.

Payments to our client account should be remitted from, or drawn upon, an account with a financial institution in the name of you as our client. We reserve the right to decline to accept funds from any other person, in particular from any trust or corporate entity that is not our client, and in the event of receiving such funds to return them and to charge for time spent in doing so at our usual hourly rates

8. Storage of Papers and Documents

Following conclusion of a matter, we will store files and their contents for such time as we judge reasonable. Unless you have requested otherwise and we have reached specific agreement with you in writing, they will normally be stored electronically, with back up, within a short period from completion of the matter, and the hard copies of the stored material sent for secure destruction. Storage of files in electronic or similar form will usually be for not less than six years. However personal data will be retained for as long as it is required by us in order to comply with our legal and regulatory requirements, or for other operational reasons. Destruction of the personal data/information will be completed as soon as practicable thereafter. After expiry of that period the storage media may be erased without further reference to you, unless you have previously asked us in writing to keep them for longer and we have reached specific agreement with you about this. These arrangements do not apply to the storage of title documents which (unless we send them to you) we will usually keep indefinitely. We reserve the right to charge a reasonable fee for the production of documents stored by us.

We are entitled to keep all or any such papers, documents and correspondence without releasing copies to you whilst there is money owing to us for our fees and disbursements.

9. Electronic Communication

Our external e-mail is transmitted through the internet and it is not encrypted. Accordingly, its security and confidentiality cannot be guaranteed. Further, the operation of the internet cannot guarantee that an e-mail sent by you to us will actually reach us or its intended recipient. Similarly, we cannot guarantee that our e-mail will reach you. You should seek confirmation of safe receipt of urgent or sensitive



e-mail by contacting us by telephone. Similar considerations apply to communications by fax.

Unless you instruct us otherwise, you agree that we may correspond with you or on your behalf by e-mail and you accept that such communications may not be secure or confidential and that they may not necessarily reach their intended recipient and that we cannot accept responsibility for any loss which you may suffer as a result of the use of e-mail for communications. Similar considerations apply to communications by fax.

Unless you advise us to the contrary, if you contact us by e-mail or fax we shall assume that you request us to correspond with you by e-mail and fax respectively thereafter, on the basis that you will accept responsibility for any loss you may suffer as a result. The contents of any e-mail sent to you are subject to these Standard Terms of Business; anything which does not relate to the official business of Simcocks is neither given nor endorsed by us.

Although we regularly carry out virus checks on our computer systems and on data and communications received electronically, we advise you to carry out your own virus checks on all your systems, data and communications (whether in the form of computer disc, e-mail, internet or otherwise). We accept no responsibility for viruses which may enter your system or data by these or other means.

Please note that routine communications received by fax or email will be dealt with in the same way as communications received by post or by hand rather than with an additional degree of urgency.

10. Data Protection – How we use your personal data

- 10.1 As you will be aware Simcocks is an Isle of Man based Advocates Practice. Simcocks is a data controller of the personal data obtained in the provision of services to you.

A full copy of our privacy notice is available on our website www.simcocks.com

The information we hold about you consists of all the personal data, financial data and in certain circumstances sensitive or special categories of personal data (hereinafter referred to as “personal data/information”) we hold about you. This includes your contact details, identification information, financial information, employment information and details included in any correspondence and information about you in connection with any matter on which we are engaged to advise you (including biographical and personal circumstantial details). It includes:

- 10.1.1 information you give us either to establish a client relationship with us or during the course of an engagement with us;
- 10.1.2 information we receive from third parties (including credit reference agencies, government departments, experts we engage, or other third parties who provide services to you or us);
- 10.1.3 information we learn about you through our engagement with you; and
- 10.1.4 information that we gather from publicly available sources.



- 10.2 In certain matters, we may obtain more sensitive personal data (known as special categories of personal data) about you or others associated with you. We will only use this kind of information where we have your explicit consent or otherwise as legally permitted. Where you have provided your explicit consent to the use of special categories of personal data about you, you may withdraw your consent for us to use this information at any time. However, this may have an impact on our ability to provide legal services to you.
- 10.3 Where you have given us consent, we may use and process your personal data to send you communications about events and legal updates and other news announcements.
- 10.4 We may also need to receive from you information about third parties. For example, if you are an executor of a will, we may require information about the beneficiary of an estate. In respect of any personal information relating to a third party, you warrant that you can lawfully share personal data relating to such third party with us and to the best of your knowledge, the personal information is accurate and up to date and you will promptly notify us if you become aware that it is incorrect.
- 10.5 Simcocks has not appointed a data protection officer. Data protection queries can be emailed to dataprotection@simcocks.com or can be addressed by letter and posted to the Board of Directors, Simcocks Advocates Limited, Ridgeway House, Ridgeway Street, Douglas, Isle of Man, IM1 1EL. You have the following rights under data protection legislation:
- 10.5.1 a right to access your personal data. A request should be made by emailing dataprotection@simcocks.com. We will respond to requests to provide copies of the personal data held by us within the prescribed timeframe. We may not provide you with a copy of your personal data if it concerns other individuals or if we have a lawful reason to withhold that data;
 - 10.5.2 a right to have any inaccurate data corrected. If you believe that any of the information that we hold about you is inaccurate, or if you have any queries about how we use your personal data which are not answered here, please contact us by emailing dataprotection@simcocks.com;
 - 10.5.3 the right to request that we stop processing your personal data for marketing purposes – if you have permitted us to do so, then we'll send you relevant marketing information. If you change your mind and you no longer wish to receive this information, you can tell us at any time by emailing dataprotection@simcocks.com;
 - 10.5.4 you have the right to have the personal data that we hold about you destroyed, subject to certain restrictions. Please note the terms of paragraph 8 of these Terms of Business which mean that in certain circumstances we will retain your personal data even though you have requested that we destroy it. We will inform you if this is the case.
 - 10.5.5 you have the right to lodge a complaint with us in relation to the processing of your personal data. If the matter has not been resolved satisfactorily you may complain to the Isle of Man Information Commissioner.
- 10.6 From time to time we may change the way we use your information. Where we



believe you may not reasonably expect such a change we'll notify you and will allow a period of 30 days for you to raise any objections before the change is made. However please note, in some cases, if you don't agree to such changes it may not be possible for us to continue to act for you.

10.7 We may use and share your personal data/information within Simcocks to:

- 10.7.1 to undertake and clear conflicts checks in connection with the provision of legal advice;
- 10.7.2 assist with our file opening and file management process;
- 10.7.3 enter into and perform the contract we have with you (that is to say to provide you with legal advice);
- 10.7.4 manage our relationship with you;
- 10.7.5 understand your expectations in order to improve the service we provide to you;
- 10.7.6 develop, test and monitor our services, internal systems and security arrangements;
- 10.7.7 assess the quality of our service to clients and to provide staff training;
- 10.7.8 recover debt;
- 10.7.9 confirm your identity;
- 10.7.10 prevent and detect crime, including fraud, money laundering and bribery offences;
- 10.7.11 comply with legal and regulatory requirements;
- 10.7.12 enable us to comply with a request from our financial auditors as required as part of the financial audit process;
- 10.7.13 comply with a request from you in connection with the exercise of your rights (for example a subject access request);
- 10.7.14 to assist with the management of queries, complaints or claims; and
- 10.7.15 for the establishment, exercise or defence of our legal rights.

10.8 We may use and share your personal data/information with third parties:

- 10.8.1 where we have your permission;
- 10.8.2 who are our suppliers and service providers;
- 10.8.3 where required in order for us to carry out our contractual obligations as detailed in our letter of engagement/email engagement;



- 10.8.4 where we are required to by law, to law enforcement agencies, government entities, tax authorities or regulatory bodies;
- 10.8.5 to third parties providing services to us such as Counsel, expert witnesses, our financial auditors, ISO 9001 / LawNet Quality Standard Assessors and other agents and sub contractors acting on our behalf;
- 10.8.6 to credit reference and fraud prevention agencies for the purposes of our client due diligence procedures;
- 10.8.7 to credit/debit card payment processors;
- 10.8.8 where reasonably required for a sale, reorganisation, transfer or other transaction relating to our business;
- 10.8.9 in anonymised form as part of statistics or other aggregated data shared with third parties;
- 10.8.10 where permitted by law, it is necessary for our legitimate interests or those of a third party and is not inconsistent with the purposes listed above.

We will not share your information with third parties for marketing purposes.

- 10.9 All information you provide to us is stored on our secure servers which are located in the Isle of Man and the EEA. We may transfer your personal data/information to organisations in other countries on the basis that (i) anyone to whom we pass it protects it in the same way we would and in accordance with applicable laws or (ii) you expressly consent to the transfer of your personal data and information to the organisation concerned.
- 10.10 We also draw your attention to our privacy notice provided on our website www.simcocks.com (which we may update periodically) and to any additional information relating to how we may use your personal data as contained in our letter of engagement to you.

11. Liability

Your agreement with us is for the provision of legal services by Simcocks Advocates Limited rather than by any individual Director or other employee of the Company with whom you may deal. It is the responsibility of the Company to ensure that all services provided to you are carried out with reasonable care and skill, and the Company accepts responsibility for any failure on the part of its Directors or other employees to exercise such care and skill in the course of their work. Therefore, any legal claim arising out of your dissatisfaction with any services provided by us should be and may only be directed against the Company itself rather than against any individual Director or other employee. The Company has professional indemnity insurance cover and the Company's liability for any claim will be limited to the insurance cover in place from time to time.

We will not be liable (whether in tort, contract or otherwise) for: (i) any direct, indirect or consequential loss of profit, loss of business, loss of chance, loss of revenue or loss of an expected saving or benefit, whether suffered by you or by another person as a result of our acting for you; or (ii) any direct or indirect or consequential loss as



a result of a failure or delay in the performance of your instructions if it is due to any event beyond our reasonable control; or (iii) indirect or consequential loss of any other kind.

In some cases, we will recommend other lawyers or professionals to you and may even instruct them on your behalf. In so doing we will exercise reasonable care in selecting such persons, but we will not be responsible for any act or omission on their part in the provision of their services to you. If we are required to instruct outside counsel, experts, agents, consultants and/or foreign lawyers on your behalf, we will normally seek your consent before instructing them.

We will not be liable in respect of any claim, loss, liability, costs or expenses directly or indirectly arising out of, caused by, resulting from, in consequence of, in connection with or in any way involving any of the following, regardless of any other cause or event contributing concurrently or in any other sequence:

United States of America

Any:

- (a) claim instituted or pursued in the United States of America;
- (b) claim in which it is contended that the laws of the United States of America should or do apply or which involves any enforcement or attempted enforcement of a judgment obtained by a court or tribunal in those territories;
- (c) claim arising out of loss or damage sustained or alleged to have been sustained in the United States of America.

Cyber Liability

Any:

- (a) cyber act or cyber incident including, but not limited to, any action taken in controlling, preventing, suppressing or remediating any cyber act or cyber incident;
- (b) loss of use, reduction in functionality, repair, replacement, restoration or reproduction of any data, including any amount pertaining to the value of such data.

12. Bribery Act 2013

We shall comply with the Isle of Man Bribery Act 2013.

13. Quality Assurance/Complaints

Naturally, we hope that you will be satisfied with our services. Nevertheless, we wish you to know how to go about raising any query or complaint:

- i. In the first instance, you should address any query or complaint to the fee earner having overall responsibility for your particular matter. If this proves unsatisfactory or is for any reason impracticable, you should raise the



matter with one of our directors.

- ii. If you are unable to resolve your query or complaint satisfactorily directly with us, please note that you have the right to raise it with the Isle of Man Law Society, 13 Mount Havelock, Douglas, Isle of Man IM1 2QG.

14. Termination of instructions

You may terminate your instructions by notice to us in writing at any time subject to payment for all work done up to date.

If we have good reason, we may decide to stop acting for you - for example, if you do not provide us with satisfactory evidence of your identity and source of funds/source of wealth, do not pay a bill or if you fail to comply with our request for a payment on account, or if you fail to give us adequate or acceptable instructions including (but without limitation) where such instructions might result in us breaching any law or principle of professional conduct.

In contentious proceedings if we have to make an Application to the Court to come off the record as Advocates acting on your behalf as a result of termination of instructions then we will be entitled to charge you for this work and by your acceptance of these Standard Terms of Business you agree that service of any Application Notice, supporting documents and any Order made may be effected by our faxing or e-mailing them to you at the fax number or e-mail address last notified to us or otherwise known to us. Such documents will be deemed served on you on the date of transmission.

15. Assignment and Rights of Third Parties

Normally, unless otherwise specifically agreed, our business relationship is with you alone as the client, and neither you nor we can assign the burden or benefit of the contractual relationship between us.

For the avoidance of doubt, unless expressly stated otherwise, nothing in any client care letter, these Standard Terms of Business or other contractual document between us confers any rights on any person pursuant to the Contracts (Rights of Third Parties) Act 2001.

All information and advice of whatever nature given by us to you is for your sole use and shall not be disclosed or made available to third parties without our prior consent. In any event, no responsibility is accepted by us toward any third party placing reliance on the performance of our services to you or on the advice given by us to you. If you wish to publish or otherwise reproduce any part of the documentation, information or advice given by us to you, we may be prepared to allow this subject to us first of all being allowed to approve the draft, but we reserve the right to withhold consent and in any event we retain copyright in all written material originally produced by us.

16. Settlement details for Sterling Payments Direct to our Account:

If you are settling an outstanding invoice, payment should be made to our Office Account please, the details of our Office Account are available on request.



If you are making a payment in advance or on account of our fees generally rather than specifically in favour of an invoice, the funds should be sent please to our Client account, again the details of which are available on request.

PART II – ADDITIONAL INFORMATION FOR CLIENTS INVOLVED IN LEGAL PROCEEDINGS (CONTENTIOUS MATTERS) ONLY

The Rules of the High Court 2009 govern the conduct of civil litigation in the Courts in the Isle of Man. We will, of course, provide detailed guidance on how these rules affect the handling of your particular dispute, where appropriate, but there are certain matters of general application of which you should be aware.

i. Pre-Action Exchange of Information

The Court places considerable emphasis on seeking to avoid litigation by voluntary exchange of information and attempts to negotiate settlement before an action begins. If the Court later considers a party to have acted unreasonably in providing or not providing information and documents relating to a proposed claim there may be adverse costs consequences. In addition, the Court has power to order production of specified documents before an action has begun.

ii. Statement of Truth

This will be required in a Statement of Case and most other documents used in litigation.

The Statement of Truth verifies that the person making the statement believes that the facts stated in the document are true and amounts to evidence.

In the case of documents submitted on behalf of a company or corporation, the Statement of Truth will require to be made by a senior person in the company or corporation. In the case of a partnership, it will have to be made by a Partner or a person having control or management of the partnership business.

As your Advocates we can sign a Statement of Truth on your behalf. However, if we do so it will be taken as a statement that we have been authorised to sign as confirming your belief that the facts stated in the document are true.

Typically however, we as your Advocates will not sign Statements of Truth in litigation on your behalf.

If a false statement is made in a Statement of Truth the person who made or authorised it, could be subject to contempt of court proceedings.

It will be plain that we will need to consider carefully with you who should make or authorise any Statement of Truth which may have to be made in relation to any litigation.

iii. Non-party Access to Documents Filed at Court

You should note that it is possible for non-parties to obtain from the Court copies of certain documents that have been filed at Court. The High Court Rules 2009



provide guidance on the circumstances in which such access can be sought. There are procedures available in limited circumstances to obtain an Order restricting such access on which we can advise if required.

iv. **Disclosure**

Disclosure of documents is an important part of the litigation process. You will note, in particular, that relevant documents (which are very widely defined) must not be destroyed and that care should be taken about the creation of documents in the future. All officers and employees and any other agents concerned in the litigation should be informed of this advice.

You should also note that it will be necessary for a named individual to make a statement regarding the search for documents which may be the subject of disclosure. We will need to discuss with you who would be the appropriate person to make this statement.

v. **ADR**

The Court is keen to encourage the parties to use alternative dispute resolution ("ADR"), including mediation, in cases where this is appropriate. In many cases, the Court will want to know whether the parties have considered the use of ADR and in certain circumstances can effectively require the parties to adopt it. We will be happy to discuss with you whether, and if so when, it is appropriate to consider using ADR.

vi. **Costs**

Litigation is always both expensive and risky. Even if you are successful, the awarding of costs is at the discretion of the Court. The other side may not be ordered to reimburse any or all the fees and disbursements which you have paid us, or it may not be possible to recover them in full.

In any event, you will also be responsible for paying the fees and disbursements of seeking to recover any costs that the Court orders the other side to pay.

If you lose the case or part of it, the Court may order you to pay another party's costs. We will of course inform you immediately if any Costs Order is made against you. Any such costs will be payable by you in addition to our fees and disbursements. We will discuss with you whether our fees and disbursements and your liability for another party's costs may be covered by insurance and, if not, whether it would be advisable for you to try to take out insurance to meet the other party's costs.

Please also bear in mind that the available assets of any party against whom you obtain a costs order may be insufficient to satisfy any such order and that you may have to incur additional costs in seeking to enforce such a costs order.

Finally, you should be aware that if the other side is publicly funded (Legally Aided) it is very unlikely that you will be able to recover any of our fees and disbursements.

vii. **Legal Aid and Other Third Party Funding**



If our fees are publicly funded under Legal Aid or otherwise being paid by a third party on your behalf, you need to have a clear understanding of your relationship with the person or organisation paying those fees. If you need our help in clarifying that relationship, please ask. If the fees are publicly funded under Legal Aid and you have not already received our Legal Aid Fact Sheet, please ask for it.

Please also note that we are likely to have to provide information concerning your case to the person or organisation paying our fees that has a legitimate interest in your data (such as the Treasury (in respect of Legal Aid) or your insurance company). By agreeing to these Terms of Business you are authorising us to release such information as may be required.

17. These Terms of Business shall be governed by and construed in accordance with the laws of the Isle of Man and you hereby irrevocably submit to the exclusive jurisdiction of the courts of the Isle of Man in connection herewith.

Simcocks is the trading name of Simcocks Advocates Limited, an incorporated legal practice in the Isle of Man with registered number 104672C. Registered office: Ridgeway House, Ridgeway Street, Douglas, Isle of Man, IM1 1EL.

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