

Terms of Business

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1. Sea Green Consulting Ltd

1.1 Sea Green Shipping and Commodities Consulting Ltd (“SGC”) is constituted as a Limited Company, registered in England and Wales with company number 11481093. SGC’s details are as follows:

- (a) Registered office: 2 Webbs Court, Buckhurst Avenue, Sevenoaks, Kent, TN13 1LZ
- (b) Phone number: +44 (0) 20 7193 9448
- (c) Email: ted.graham@seagreenconsulting.com
- (d) Website: www.seagreenconsulting.com
- (e) Value Added Tax (‘VAT’) number: Not VAT registered
- (f) **Note: SGC is NOT authorised and Regulated by the Solicitors Regulation Authority (SRA). Therefore, you will not be afforded the regulatory protection of the Solicitors Regulation Authority (SRA) or of the SRA’s Code of Conduct and SRA Indemnity Insurance Rules, nor shall you be entitled to the benefit of the SRA Compensation Fund. If you want this protection then you should do business with Sea Green Law Ltd instead or another authorized law firm.**

1.2 In these Terms of Business all first-person terms such as ‘we’, ‘us’ and ‘our’ refer to SGC and not to any Director, Consultant or Employee personally or to any combination of Directors, Consultants or Employees collectively. **By entering into this Contract, you are entering into a contract with SGC only and not with any Director, Consultant or Employee personally** or with any combination of Directors, Consultants or Employees collectively. The fact that an individual Director, Consultant or Employee signs in his or her own name any letter or other document in the course of carrying out his or her work does not mean he or she is assuming any personal legal liability for that letter or document..

2. Terms of Business

2.1 These Terms of Business may not be varied unless agreed in writing and signed by a Director. They should be read in conjunction with our Client Care Letter which sets out the basis on which we act for you and any documents referred to in that letter. Together these form the ‘Contract’ between us relating to each matter on which we advise you.

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2.2 These terms, including the limits on our liability in clause 6, shall apply to all work done by us for you (and any work to be done in the future) unless we otherwise notify you in writing.

2.3 If any term of this Contract is inconsistent with the relevant laws, then the relevant laws shall apply instead of those terms.

3. Excluded Advice

3.1 We do not advise on the laws and regulations of jurisdictions other than England and Wales (which for these purposes includes the law of the European Union as applied in England and Wales).

3.2 We are not qualified to give any taxation advice in any form and you should take the professional advice of a taxation accountant or your own accountant. If you authorise us to proceed with the transaction, we will proceed on the basis you have sought appropriate professional advice. If you wish us to help you appoint an appropriate accountant, please ask.

3.3 We do not advise on competition law, nor do we provide financial advice generally, or comment upon the commercial viability of any transactions upon which we advise.

4. Copyright

4.1 Unless we agree otherwise, all copyright which exists in the documents and other materials that we create whilst carrying out work for you will remain our property. You have the right to use such documents and materials for the purposes for which they are created, but not otherwise.

4.2 If you use such documents for any purpose other than that for which they were created, we are not responsible to you for any losses that you may suffer as a result.

4.3 Unless otherwise required by law or court order, you agree not to make our work, documents or materials available to third parties without our prior written permission. Our work is undertaken for your benefit alone and we are not responsible to third parties for any aspect of our professional services or work that you make available to them.

4.4 Late Payment of Bills:

Unless otherwise agreed, our bills are payable within **one month** of the delivery of the bill. If we do not receive payment during this time, we reserve the right to charge you interest at **1% per month** thereafter: We may refuse to undertake any further work for you (whether in respect of the matter to which the bill relates or any other matter on which we are acting for you) until that bill is paid and/or we may stop acting for you; and we may retain any papers or documents belonging to you, together with our own records.

5. Financial Services

5.1 We do not provide any financial services and are not authorised to do so. This includes advising on or administering any insurance policies.

6. Limitation of Liability

6.1 We believe that the limitations on our liability as set out in this Contract are reasonable having regard to the nature of your instructions, the price you are paying and the work involved. We are, however, happy to consider options to increase these limitations, should you so require (which may result in an increase to our fees).

6.2 **We will undertake the work relating to your matter with reasonable skill and care.**

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- 6.3 If any part of this Contract which seeks to exclude, limit or restrict liability (including provisions limiting the amount we will be required to pay or limiting the time you have to bring a claim) is found by a court to be void or ineffective for any reason, the remaining provisions shall continue to be effective.
- 6.4 We will not be liable under this Contract or laws of negligence for any deficiencies in the work we have undertaken if and to the extent that deficiencies are due to any false, misleading or incomplete information or documentation which has been provided to us (whether by you or any third party) or due to the acts or omissions of you or any third party. However, where any failure by us to identify any such false, misleading or incomplete information (or any failure by us to inform you that we have identified such information or any failure to act on your resulting instructions) constitutes negligence then we shall, subject to the other provisions of this Contract, remain liable for such failure.
- 6.5 **The total aggregate liability of SGC to you under or in connection with this Contract (including any addition or variation to it), whether for breach of contract, negligence, breach of statutory duty, or otherwise, shall not exceed 10 times the fee for the work in question.**
- 6.6 You will not bring any claims or proceedings in connection with this Contract against our Directors, Consultants or Employees personally or against Sea Green Law Ltd, unless (and to the extent that) you are otherwise permitted to do so by law. Those parties may enforce this clause even though they are not parties to this Contract (but despite having such rights, this Contract may be varied or ended without their consent).
- 6.7 Proceedings in respect of any claim against us must be commenced within **one year** after you first had (or ought reasonably to have had) both the knowledge for bringing an action for damages and the knowledge that you had the right to bring such an action and in any event no later than **one year** after any alleged breach of contract, negligence or other cause of action. This provision expressly overrides any statutory provision which would otherwise apply; it will not increase the time within which proceedings may be commenced and may reduce it. **In the event that you fail to bring a suit within this one year time limit, your claim will be void and SGC will be discharged from any liability whatsoever in respect of its services.**
- 6.8 Nothing in this Contract excludes or limits the liability of SGC for:
- (a) Death or personal injury caused by negligence;
 - (b) Fraud or fraudulent misrepresentation; or
 - (c) Any liability if and to the extent that it is not permissible in law for such liability to be limited or excluded.

7. Confidentiality, Privacy & Data Protection

- 7.1 SGC is the 'Controller' for data protection purposes. This means that SGC collects and holds your information and decides what it will be used for. SGC is subject to the requirements of data protection legislation applicable to the UK and must use your personal data in accordance with the law. SGC is registered with the Information Commissioner's Office (ICO), with registration number **ZA484935**. SGC's contact details are set out in clause 1.1 of this Contract.
- 7.2 We keep your information confidential and will not disclose it to third parties unless disclosure is:
- (a) Authorised by you;
 - (b) Necessary as part of the services we are providing to you (to perform this Contract);
 - (c) Required by law;
 - (d) Necessary for the purposes of our legitimate interests or those of a third party (in other words, we have a compelling justification for the disclosure); or
 - (e) Necessary to protect your vital interests or those of another person i.e. to protect a life.

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- 7.3 We use your information primarily to provide services to you. We also use your information for: accounting and billing purposes; to comply with our regulatory obligations, and to manage our business effectively. We may also send you information about our services or events that we think may be of interest to you.
- 7.4 We may, on your authority, work with other professionals to progress your matter, and may need to disclose relevant information about you to them. Examples include: consultant lawyers, barristers/ counsel, experts, other lawyers etc.
- 7.5 Where there is another party(ies) to your matter (i.e. opponent in litigation, buyer/seller to a transaction etc.), we will liaise with their legal representative (or the third party directly if they are not represented) in order to progress your matter. This may involve us disclosing relevant information about you, to this party(ies) in order for us to provide our legal services to you (perform this Contract). Please contact us if you have any queries about this.
- 7.6 Sometimes we outsource part of our work to other people or companies to improve efficiency and your client experience. We will always carry out due diligence and obtain confidentiality agreements from such outsourced providers.
- 7.7 Where you provide us with fax or email addresses for sending material to, you are responsible for ensuring that your arrangements are sufficiently secure and confidential to protect your interests. You must tell us if this method of communication is not secure so that can use an alternative method.
- 7.8 The Internet is not secure and there are risks if you send sensitive information in this manner or you ask us to do so. Please be aware that the data we send by email is not routinely encrypted.
- 7.9 We will take reasonable steps to protect the integrity of our computer systems by screening for viruses on email sent or received. We expect you to do the same for your computer systems.
- 7.10 It is very unlikely that we will change our bank account details during the course of your matter. In any event, we will never contact you by email to tell you that our details have changed. If you receive any communications purporting to be from SGC, that you deem suspicious or have any concerns about (however slight), please contact our office by telephone straightaway.
- 7.11 Once your matter has concluded, we will hold your files in our archive storage (paper files) or on our file management systems (electronic files) for at least 2 years from the date that the matter is closed in line with our retention periods. After that period has elapsed, we will destroy your file securely and/or delete it from our electronic records. Once that has happened, your file will no longer be available.
- 7.12 You may have the right to complain to the Information Commissioner's Office (ICO) if you are not happy with the way that we handle your personal data. You can contact the ICO at Wycliffe House, Water Lane, Wilmslow, Cheshire, SK9 5AF or by calling the ICO's helpline on 0303 123 1113.
- 7.13 Please note that where you provide consent to us using your personal data, you are entitled to withdraw that consent at any time. You can do this by informing your file handler or contacting our designated Data Protection Manager.
- 7.14 We have appointed Ted Graham as our Data Protection Manager and you can contact him to discuss any data protection related issues or queries on +44 (0) 739 381 713 or at ted.graham@seagreenconsulting.com.

8. Referrals to Third Parties

- 8.1 If we recommend that you use a particular firm, agency or business, we shall not be liable to you for any advice you may be given by that firm, agency or business. and you are advised that if that firm, agency or business is not another firm of solicitors you will not be afforded the regulatory protection of the Solicitors Regulation Authority

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(SRA) or of the SRA's Code of Conduct and SRA Indemnity Insurance Rules, nor shall you be entitled to the benefit of the SRA Compensation Fund.

9. Anti- Money Laundering

9.1 Identity Checks

- (a) We shall inform you in our Client Care Letter whether the Anti-Money Laundering Legislation applies to you.
- (b) We may be obliged to carry out customer due diligence ("CDD") in accordance with the UK anti-money laundering and counter-terrorist financing regime. This includes us obtaining and keeping documentary evidence of the identity of clients and gaining an understanding of their financial status and normal business affairs.
- (c) In the case of individuals (including Directors, Secretaries and Share Holders of a Company or Members of a Limited Liability Partnership), we are required to see, and keep a photocopy of, a Passport, Photo Driving Licence, or National Identity Card (or similar document) as evidence of your identity and a recent utility or bank statement (or similar type of document) as additional evidence of your address. We need to see original documents and will discuss acceptable documents and methods of certification with you if the original is not available.
- (d) For all companies we will carry out a search of Companies House (or similar registry in foreign jurisdictions) and may ask for further information.
- (e) For non-listed companies and other organisations, we will also require the evidence for individuals for one or more Directors, Company Secretaries, Shareholders, Partners or other persons authorised to represent the organisation.
- (f) For other legal entities we will inform you of the evidence required to confirm identity.

9.2 Disclosure to the Authorities etc.

- (a) We are in certain circumstances, obliged under the Money Laundering, Terrorist Financing and Transfer of Funds (Information on the Payer) Regulations 2017, Proceeds of Crime Act 2002 ('POCA') as amended by the Serious Organised Crime and Police Act 2005 ('SOCPA') to make a report to the National Crime Agency ('NCA') where we are suspicious that any matter or transaction in which we are instructed involves the proceeds of criminal conduct. We may be prohibited by law from informing you or anyone else when such a report has been made, and it is possible that we may not be allowed to proceed with the transaction or matter concerned until NCA gives us permission to do so. We may not be permitted to tell you anything about any of these circumstances should they occur.
- (b) If any term or provision of these Terms of Business or our Client Care Letter is inconsistent with complying with our legal obligations under Anti-Money Laundering Legislation, our legal obligations will override the inconsistent term which shall be deemed modified accordingly.
- (c) We will not accept any liability for any loss caused to you or any other party as a result of our refusal to proceed with a matter or transaction or otherwise complying with our legal obligations.

9.3 Cash Payments

- (a) We will not accept payments from you in cash regardless of whether the payment is to settle our bill, to pay money on account, or in respect of transactions we may be acting upon (such as sales and purchases of businesses or property).

10. Equality & Diversity

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10.1 We are committed to promoting equality and diversity in all of our dealings with clients, third parties and employees. Please contact us if you would like a copy of our Equality and Diversity Policy.

10.2 If you have any special requirements in relation to the way in which you would like us to handle your work, (for example, if you consider yourself to have a disability) please let us know.

11. Rights of Third Parties

11.1 Except as stated otherwise in clause 12, a person who is not a party to this Contract shall not be entitled to enforce any of its terms.

12. Termination

12.1 You may end this Contract (and therefore, your instructions to us) at any time by writing to us by post, fax or email (see clause 1.1 of these terms for details). However, we may be entitled to keep all of your documents and deeds while there is money owing to us (including fees and expenses which have not yet been billed).

12.2 We may end this Contract (and, therefore, cease acting for you) in relation to any matter or all matters of yours but only on reasonable written notice and for good reason. Examples of a good reason include where you have not given us sufficient instructions, where you have not provided appropriate evidence of identification or we reasonably believe that the relationship between you and us has broken down.

12.3 If your matter does not conclude, or we are prevented from continuing to act because of our legal obligations, we will charge you for any work we have actually done. Our charges will be based on our hourly rates set out in this Contract (and where a fixed fee has been agreed, the charges will not exceed that fixed fee).

13. Applicable Law, etc.

13.1 These Terms of Business and our Client Care Letter shall be governed by and interpreted in accordance with English law. Any disputes or claims concerning this Contract and any matters arising from it (including non-contractual disputes or claims) shall be dealt with only by the courts of England and Wales.

13.2 Nothing in clause 13.1 or 13.3 shall preclude us from taking any legal action of whatsoever nature in any jurisdiction in our sole discretion, and subject to and/or under the law of such jurisdiction, in order to pursue or enforce any of our rights whatsoever and howsoever arising including but not limited to: (a) Recovering monies due to us; and/or (b) Obtaining security for monies due to us.

13.3 Furthermore, notwithstanding the wording of clauses 13.1 and 13.2, we are also entitled (in our sole discretion) to commence arbitration in London in accordance with the Arbitration Act 1996 or any statutory modification or re-enactment thereof save to the extent necessary to give effect to the provisions of this clause in order to recover monies due to us. The arbitration shall be conducted in accordance with the London Maritime Arbitrators Association (LMAA) Terms current at the time the arbitration proceedings are commenced. The reference shall be to 3 arbitrators who shall be full members of the LMAA and/or Queen's Counsel practicing at the Commercial Bar in London.

13.4 If we or you do not enforce our respective rights under this Contract at any time it will not prevent either us or you from doing so later.

If any provision of this Contract is found by any court or administrative body of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability shall not affect the other provisions of this Contract which shall remain in full force and effect.