

SRA Regulated Services (UK)

Please read this carefully if You are instructing us for SRA Regulated Services (as defined below). It contains important regulatory information and limitations on Vialto's liability to You. Please contact us at the below address if You would like us to explain any of the terms set out below.

1. SRA Regulated Services

If You are instructing us concerning the laws of the United Kingdom (UK), those services will be provided by CD&R Galaxy UK Opco Limited operating under a trade name of Vialto Partners (referred to in this Schedule as “**Vialto**”, “**we**”, “**our**” or “**us**”) a company incorporated in England and Wales with registered number 13376171. Its registered office is at c/o Alter Domus, 30 Saint Mary Axe, London EC3A 8BF, United Kingdom.

Vialto is authorised and regulated by the Solicitors Regulation Authority of England & Wales (“**SRA**”), The Cube, 199 Wharfside Street, Birmingham, B1 1RN as a licensed body. Vialto and its solicitors (and any, Registered European Lawyers and Registered Foreign lawyers) are governed by Codes of Conduct and other professional rules, which You can access on the SRA's website at www.sra.org.uk or by calling 0370 606 2555. Vialto's SRA authorisation number is 839727. All services provided by Vialto in the UK are regulated by the SRA (“**SRA Regulated Services**”). We may use other Vialto entities (each of which is a separate and independent legal entity) or contractors to provide the SRA Regulated Services. We remain solely responsible for the SRA Regulated Services.

Where You do not require SRA Regulated Services, we may refer You to other entities in the Vialto group for those services. These are separate businesses and are not regulated by the SRA, although they may be subject to similar regulations in other jurisdictions. Work done by any separate business is not covered by the SRA Compensation Fund or by professional indemnity insurance.

2. Liability

Your contract for the SRA Regulated Services is solely with Vialto (as set out above) which has sole legal liability for the work done for You and for any act or omission in the course of that work. No representative, director, officer, employee, agent or consultant of Vialto will have any personal legal liability for any loss or claim. Unless explicitly agreed otherwise in writing, Vialto does not owe, nor does Vialto accept, any duty to any person other than You and Vialto does not accept any liability or responsibility for any consequences arising from reliance on Vialto's advice by any person other than You. Vialto is not responsible for any failure to advise or comment on matters falling outside the scope of the agreed services. Vialto's maximum liability to You (or any other party Vialto has agreed may rely on our services) in relation to any single matter or any group of connected matters which may be aggregated by Vialto's insurers will be £3,000,000.

Subject to applicable laws and regulations, Vialto will not be liable for any losses that were not foreseeable to You and Vialto when this contract was formed, losses not caused by any breach on the part of Vialto and the terms of the Section titled “Disclaimer of Liabilities” of the Service Agreement apply (as set out below for ease of reference). Vialto also expressly disclaims, and shall not be liable for, any consequential, incidental, indirect, exemplary, special or punitive damages in connection with the services. Nothing in this Agreement shall exclude Vialto's liability where such liability cannot be limited or excluded under mandatory statutory liability, by applicable consumer protection laws or SRA regulations and standards.

Vialto shall not be liable for any loss arising from or connected with our compliance with any statutory obligation, or reasonable belief we may have, to report matters to the relevant authorities under the provisions of the money laundering, terrorist financing and/or proliferation financing legislation.

3. Charges and billing arrangements

We refer You to Article 5 of the Agreement (Fees, Tax & Payment Method) for details of our fees and in connection with UK immigration services we refer You our website for information on charges for such services (SRA Transparency Rules).

If You are unhappy with Vialto's fees, You may have certain rights. You may object to a bill using the complaints procedure explained in this Schedule's Section 6 (*Complaints*) below and there may also be a right to object to the bill by applying to the court for an assessment of the bill under section 70 of the Solicitors Act 1974.

We will be happy to explain these rights further to You, if You wish. The usual time limit for applying to the court for an assessment is one month from the date of delivery of the bill.

4. Bank accounts and payments

Unless agreed otherwise, if You pay us money to settle the fees of third parties (for example filing fees) Vialto will hold that money ("Client money") in various accounts with UK banks regulated by the Financial Conduct Authority (FCA). Our handling of Client money is governed by the SRA's Solicitors Accounts Rules.

Please notify us immediately if You receive any email or other communication purporting to be from Vialto stating that we have changed our bank details or payment arrangements. We will never tell You about changes to important business information, such as bank account details, by email only.

Where You pay Vialto in advance for services under an agreed, or fixed fee, Your payment is not Client money.

We are unable to accept responsibility for any loss which You may suffer as a result of the failure of the bank to repay the money so deposited. Please note that the Financial Services Compensation Scheme (FSCS) covers deposits for individuals and small businesses up to a certain limit per authorised deposit taking institution. The FSCS limit applies to each individual and if You hold other monies in the same bank as our client account, the FSCS limit will apply in total.

5. Professional indemnity insurance and information

Vialto has professional indemnity insurance giving cover for claims against us, as is required by the SRA

In addition to disclosures which are required or permitted by law, or regulations and professional rules which apply to us, You agree that we may disclose Your confidential information, including information to which legal professional privilege attaches, if You have made a claim against us, or intimated that You may do so, and such disclosure is to be made to our insurers or brokers or such disclosure is necessary to comply with any requirement by our insurers, or any prospective insurers, or such disclosure is necessary to enable us to provide proper and full information to our lawyers, auditors, accountants or other professional advisers in circumstances where such proper and full information has been requested by such advisers in relation to any matter or matters on which we are acting or have acted for You. You also acknowledge that it may be necessary for us to share confidential information, including information to which legal professional privilege attaches, with our third party providers to whom certain support services have been outsourced (subject to confidentiality agreements) and with entities in the Vialto group of companies to which we may subcontract some of the services or for the centralized administration and processing of such client data. Please see our privacy notice for further information on how we use and share client data.

6. Complaints

Vialto aims to give You the best possible service. However, if at any point You become unhappy or concerned about the service we have provided or our charges, You should inform us immediately so we can do our best to resolve the problem.

In the first instance it may be helpful to contact the person who is working on Your case, or the primary contact specified in the Agreement to discuss Your concerns and we will do our best to resolve any issues. You can read our complaints procedure at: <https://vialtopartners.com/wp-content/uploads/2022/09/UK-Complaints-Handling-Procedure.pdf>. Making a complaint will not affect how we handle Your matter.

If we cannot resolve Your complaint to Your satisfaction within eight (8) weeks of it being raised, the Legal Ombudsman may be able to assist. Generally, the Legal Ombudsman can consider a complaint if You are an individual, a small (micro-enterprise) business, a charity or membership organisation with a net annual income of less than £1m, a trustee of a trust with an asset value of less than £1m, or if You fall within certain other categories. You can find out more about eligibility for

help from the Legal Ombudsman. The Legal Ombudsman will look at Your complaint independently and it will not affect how we handle Your matter.

Before accepting a complaint for investigation, the Legal Ombudsman will check that You have tried to resolve Your complaint with us first. If You have, then You must take Your complaint to the Legal Ombudsman (a) within six months of receiving our final response to Your complaint and (b) within either one year of the issue happening; or one year from when You found out about it. The Legal Ombudsman may not be able to investigate a complaint that is brought outside these time limits. The Legal Ombudsman may not consider a complaint about our bill if You have applied to the court for assessment of the bill.

If You would like more information, You can contact the Legal Ombudsman by visiting www.legalombudsman.org.uk and completing their General Enquiries form, calling 0300 555 0333 between 9.00 to 16.00 or emailing enquiries@legalombudsman.org.uk. You can also write to the Legal Ombudsman at PO at Box 6167, Slough SL1 0EH.

Alternative dispute resolution (ADR) bodies exist which are competent to deal with complaints about legal services should both You and Vialto wish to use such a scheme.

If You are unhappy or concerned with our behaviour (as opposed to our service) the Solicitors Regulation Authority (SRA) can help. The SRA's website contains information raising concerns about solicitors and firms engaged in legal services such as Vialto.