

BROMLEYS SOLICITORS LLP - TERMS AND CONDITIONS OF BUSINESS

Last updated: 20 January 2021

Introduction

Thank you for your instructions to act on your behalf. When we receive instructions in new cases we provide clients with a "Client Care Letter". This letter will identify for you the person who is dealing with your case and also record any special terms applicable to you. We will always enclose this "Terms and Conditions of Business" document. This document outlines important information for you about our services. Please read through it carefully and contact the person responsible for your case if you require clarification of anything.

Our aim

The aim of our practice is to provide all of our clients with a comprehensive and efficient legal service. We strive to ensure:

- that you are kept informed at appropriate points of the progress of your case
- that we explain how we calculate our charges
- that we provide you with an estimate of the likely overall cost of your case
- that you are informed of whom you should contact if you have any problems with the service we provide
- that we communicate with you in plain language

Our Commitment to you

In acting on your behalf we will:

- Represent your interests and keep your business confidential
- Explain to you the legal work which we will undertake
- Explain to you the prospects of a successful outcome
- Ensure that you receive progress reports
- Respond to any questions you may raise
- Advise you on any changes in the law that are relevant to your case
- Advise you of any circumstances and risks of which we are aware or consider to be reasonably foreseeable that could affect the outcome of your case

What we ask of you

- you will provide us with clear, timely and accurate instructions
- you will provide us with all documentation required to complete the transaction in a timely manner
- you will safeguard any documents which are likely to be required

Trading Name

"Bromleys" is the trading name of Bromleys Solicitors LLP, a limited liability partnership registered in England and Wales under number OC362541. Our address is 50 Wellington Road, Ashton under Lyne, OL6 6XL. Our telephone number is: 0161 330 6821, our fax number is: 0161 343 1719, our general email address is: bromleys@bromleys.co.uk.

Regulatory Status

We are authorised and regulated by the Solicitors Regulation Authority, 199 Wharfside Street, Birmingham, B1 1RN, tel: 0370 606 2555, www.srg.org.uk, under number 558557.

Professional Rules and Code of Conduct

We are subject to the Solicitors Regulation Authority's (SRA) Standards and Regulations. You can access these on the SRA's website at: www.sra.org.uk.

Our Hours of Business

Our offices are normally open weekdays between 8:30am and 5.30pm. Messages can be left on voicemail/or answer phone outside these hours. We do have a 24-hour emergency number which is 07785 531221. Out of hours appointments may be possible if essential and arranged with us.

Complaints

Our aim is to provide all our clients with a comprehensive and efficient legal service. We hope that you will be pleased with the work we do for you. However, should there be any aspect of our service with which you are dissatisfied, please raise your concern in the first instance with the person named in the "Client Care letter" who is dealing with your case, or their supervisor who is also named in the "Client Care letter". We define a complaint as 'any expression of dissatisfaction however it is expressed'.

We have a procedure in place to deal with formal complaints which includes timescales within which we have to deal with the stages of a complaint. Please contact us if you would like a copy of our Complaints Handling Procedures. Our Complaints Handling Procedures are available on our website.

Making a formal complaint will not affect how we handle your case, however if your complaint may impact on our ability to undertake any action on your case we will let you know.

If you wish to make a formal complaint, write to us with the details and address your letter to our Practice Manager Louise Nolan. If you would prefer not to write, you can telephone her instead.

We have 8 weeks once we receive a formal complaint to deal with it. If we have not resolved the complaint within this time or if you are not satisfied with the handling of your complaint, you can contact the Legal Ombudsman at: PO Box 6806, Wolverhampton, WV1 9WJ, tel: 0300 555 0333, email: enquiries@legalombudsman.org.uk, website: www.legalombudsman.org.uk. The Legal Ombudsman provides recourse to a non-judicial dispute resolution procedure. Detailed information about this can be obtained by contacting them. They could help you if you are not happy with the work we have done for you or the service you have received from us. The Legal Ombudsman may not be able to deal with your complaint. If not they will tell you who would be able to do so. The time frame for reporting a complaint to the Legal Ombudsman is: (i) within 6 months of receiving a final written response from us about your complaint, and (ii) no more than 6 years from the date of act/omission or no more than 3 years from when you should reasonably have known there was cause for complaint.

The Solicitors Regulation Authority (SRA) could help if you think a solicitor or firm might have been dishonest or if you have concerns about their behaviour. Detailed information about this can be obtained by contacting them. You can contact the SRA at The Cube, 199 Wharfside Street, Birmingham, B1 1RN, Tel: 0370 606 2555, website: <https://www.sra.org.uk/consumers/problems/report-solicitor/>

A complaint can include a complaint regarding our charges. You may be able to object to your bill by making a complaint to the Legal Ombudsman and/or by applying to the Court for an assessment of the bill under Part III of the Solicitors' Act 1974. We must point out however that if all or part of the bill remains unpaid we may be entitled to charge interest.

Responsibility and Supervision

Our legal work is dealt with by lawyers who may be either:

- Partners, Heads of Department & Consultants
- Senior Associates & Senior Solicitors
- Associates
- Assistant Solicitors
- Legal Executives, Probate Executives & Experienced Paralegals
- Paralegals
- Trainee Solicitors
- Junior Paralegals

We operate a system of supervision of all files. The "Client Care letter" will identify the supervision arrangements for your case.

Charges and Expenses

Our charges will be calculated mainly by reference to the time actually spent by solicitors and other staff in respect of work which they do on your behalf. This will include: meetings with you and if required with others; reading and working on documents; dealing with correspondence including e-mails; making and receiving telephone calls; preparation of detailed costs calculations; travelling and waiting time in relation to time spent away from the office when this is necessary; travelling and waiting time involved in attending upon you or someone else (where necessary) which could be at your home, your place of work or somewhere else and, including any travelling and waiting time when we undertake this work outside of normal office hours.

Our hourly charging rates will be confirmed to you within our "Client Care Letter".

Our charges are subject to VAT (currently 20%). **Our VAT number is 111 2068 74.**

Periodically, but usually on 1st January each year, we will review our hourly charging rates to reflect increases in overhead costs, inflation and economic conditions. We will always inform you of any variation in your hourly rates before it takes effect.

Disbursements

There may be certain other expenses, which we call "disbursements" involving payments we make on your behalf. These can include for example court fees, fees for medical reports, barrister's fees, HM Land Registry fees, search fees and law costs drafting fees. VAT may be payable on some of these. We have no obligation to make such payments unless you have provided us with funds for that purpose and will require payment on account prior to incurring disbursements. Currently, when paying in personal cheques, our bank recommends that we wait a minimum of five days for the cheque to clear, and so we will not usually incur any disbursements until after that time. You agree

that any payment made by us from the firm's own money in meeting a payment to third parties (including any lender) on your behalf, shall be a debt due and owing by you to us.

Payments on account

We will ask you to provide us with a payment on account generally in anticipation of the charges and expenses which are expected on your case in the following weeks or months. We will provide you with an invoice or other written notification, before we use the payment towards our costs or any disbursements that we have incurred. We will offset any such payments against your final bill, but it is important that you are aware that your total charges and expenses may be greater than any payments on account you make.

Our Invoices

In cases likely to be completed in a reasonably short time, our invoice will be delivered as the case is completed or approaches completion as appropriate. However, in longer running cases, it is normal practice for us to deliver interim accounts, which will represent the work done to a given date. We find that this helps clients in budgeting for costs as well as keeping them informed of the legal expenses that are being incurred. If such requests are not met with prompt payment, delay in the progress of a case may result. In the unlikely event of any invoice or request for payment not being met, we must reserve the right to stop acting for you further.

Unless otherwise agreed, invoices are due for payment forthwith and your attention to this would be appreciated. Where sufficient funds are held by us on your behalf, the amount due to us in accordance with the invoice or other written notification that has been provided to you, will be deducted from such funds, unless otherwise agreed. Where payment is not made within one calendar month of delivery by us of the bill, interest will be charged on a daily basis at 10% per annum from the date the money became owed to us.

In all cases, you may set a limit on fees to be incurred. This can however create risks, as it may prevent a case being completed or essential work being carried out. If you impose an unrealistic limit or are not prepared to remove a limit without which we cannot do a full and professional job, or complete or progress the case, we reserve the right to treat this as a termination of the retainer by you.

Interest Payments to you

Any money received on your behalf will be held in our Client Account. This account is an instant access account. Interest will be calculated and paid to you at the rate from time to time payable on the Nat West Bank's Designated Client Accounts. The interest payable on this account may be less than the interest you could achieve from another account. The period for which interest will be paid will normally run from the date(s) on which we receive cleared funds until the date(s) of any cheque(s) or other type of payment to you from our Client Account.

The Solicitors Regulation Authority's (SRA) Accounts Rules previously confirmed that we were required to pay interest based on certain minimum amounts held for certain periods of time. These Rules have been changed and now state that we are required to pay a fair sum of interest on any client money held by us on your behalf. We have decided that we are going to continue paying interest based on the previous minimum amounts and time periods set by the SRA. Please contact us if you would like confirmation as to what these are.

Any interest received for any amount or any time period will be paid in full on controlled trusts.

Any commission that we receive from a third party as a result of work that we do on your behalf will be paid in full to you.

Where you obtain borrowing from a lender we will ask the lender to arrange that the loan cheque is received by us a minimum of four working days prior to the completion date. If the money can be sent to us by electronic transfer, we may request that we receive it the day before completion. This will enable us to ensure that the necessary funds are available in time for completion. You should note that the lender might charge a transaction fee and interest from the date of issue of the loan cheque or the electronic transfer payment.

Payment by credit card

We have negotiated a payment facility for clients who may pay by Mastercard, Visa, Visa Delta, Switch, Solo, JCB card. There may be a transaction fee payable to the Card provider.

Cash

Our policy is to only accept cash up to £1,000.00. If clients circumvent this policy by depositing cash direct with our bank we reserve the right to charge for any additional checks we deem necessary regarding the source of the funds. Where we have to pay money to you, it will be paid by bank transfer if possible, rather than by cheque. We can pay the money to you by cheque if you prefer however. We will not pay in cash or to a third party unless we have discussed and agreed this with you.

Exchange Rate Transactions

We do not specialise in currency transactions. Clients are responsible for all costs incurred as a result of transmitting

funds out of the UK whether in sterling or otherwise. In the event that money is transferred abroad in a currency other than sterling, we will, unless specifically instructed by the client, ask its bankers to secure a reasonable rate of exchange, but accepts no other responsibility. We shall not be liable for any loss caused by any delay in the transmitting of monies in the banking system nor for any consequential or economic loss.

Limited Companies

When accepting instructions to act on behalf of a limited company we may require a director and/or controlling shareholder to sign a form of personal guarantee in respect of the charges and expenses of this firm. If such a request is refused, we will be entitled to stop acting and to require immediate payment of our charges and disbursements.

Tax Advice

Any work that we do for you may involve tax implications or necessitate the considering of tax planning strategies. We do not undertake taxation advice ourselves apart from advising on Inheritance Tax. We may commission tax advice on your behalf should you specifically request us to do so in writing and should we feel sufficiently qualified to do so.

Financial Services & Insurance Distribution Activities

If during this transaction you need advice on investments, we may have to refer you to someone who is authorised by the Financial Conduct Authority (FCA), as we are not authorised by them to provide investment advice. However, we are an "Ancillary Insurance Intermediary" and as such are included on the register maintained by the FCA as an "Exempt Professional Firm". Our registration number is LS558557 and the register can be accessed at: www.fca.org.uk/firms/financial-services-register. This means that we can carry on certain insurance distribution activities. These activities broadly relate to the advising on, selling and administration of, insurance contracts. However they have to relate to the matter that we are dealing with for you.

If you are unhappy with any advice or assistance we give you in this regard, you should raise your concerns with either the Solicitors Regulation Authority or the Legal Ombudsman (see paragraph **Complaints**).

The Storage of Papers and Deeds

Once your case has concluded, we are entitled to keep all your papers while there is money owing to us for our charges and expenses. In addition, we will keep your file of papers for you in storage for seven years or such longer period as we deem appropriate in our absolute discretion. The files will then be destroyed confidentially. No charge is made for the storage of your file. However a charge may be made for the removal of your file from storage (see paragraph **Peripheral charging items**).

We can provide a safe custody service to clients in respect of wills, deeds and other securities. The charges which apply for these services are set out below in the paragraph **Peripheral Charging Items**.

Peripheral charging items

The following is a list of additional services we provide and the relevant charges for these services. These amounts are reviewed annually and the prevailing rate at the time of request will be charged. Details of the current charges can be found on the our website. The charges are subject to VAT:

- (i) Certification of LPA/EPA - £50.00 for the first document and £25.00 for each additional document
- (ii) Storage of deeds in strong room – £50.00
- (iii) Removal of deeds, will or codicil from strong room - £50.00
- (iv) Certification of copy documents - £25.00
- (v) Land Registry ID1 form (verification of ID) - £25.00
- (vi) Copy of deeds/information - £100.00
- (vii) Production of old/stored or files - £125.00

Proof of identity

In order to comply with the law on money laundering, we are required to obtain evidence of your identity before we can act for you. You therefore need to provide us with documents to verify your identity and your address. Examples of those items which are acceptable are set out below. If you do not have any of these items please contact us to discuss acceptable alternatives:

Identity:

- Passport
- current UK full driving licence
- benefit book or letter confirming right to benefits

Address:

- utility bill
- Council Tax bill
- recent mortgage statement
- solicitor's letter confirming recent house purchase

- local Council housing association rent card or tenancy agreement
- benefit book or letter from Benefits Agency
- house or motor insurance certificate

The law on money laundering requires us to keep such evidence for a period of five years, from the date on which we believe that your occasional transaction completed or our business relationship ended. After this time, we are required to delete this evidence. However we wish to retain this evidence for the same period of time that we retain your file of papers, as confirmed in the paragraph **The Storage of Papers and Deeds**. If you do not consent to this please let us know.

Termination

You may terminate your instructions to us in writing at any time but we will be entitled to keep all your papers and documents while there is money owing by you to us for our charges and expenses. We may decide to stop acting for you only with good reason. We must give you reasonable notice that we will stop acting for you. If at any stage you do not wish us to continue doing work and/or incurring charges and expenses on your behalf, you must tell us this clearly in writing.

If we decide to stop acting for you, for example if you do not pay an interim bill or comply with the request for a payment on account, we will tell you the reason and give you notice in writing.

If for any reason your case is not completed or we cease to act on your behalf, or you decide that we should stop acting for you, we will invoice you for an appropriate amount by reference only to the time spent on your case together with any relevant disbursements and you will pay this invoice.

Data Protection

Organisations that collect personal data are required to provide certain information on how they collect, use and protect personal information. We are a "Data Controller" under the General Data Protection Regulation. We are registered with the Information Commissioner's Office ("ICO") as an organisation that processes personal data under registration number: Z9165328.

We will only collect information from you that is relevant to the matter that we are dealing with. In particular we may collect the following information from you which is defined as "personal data": personal details, family, lifestyle and social circumstances, financial details, business activities of the person whose details we are processing. We may also collect information that is referred to as being in a "special category". This could include: physical or mental health details, racial or ethnic origin, religious beliefs or other beliefs of a similar nature, criminal convictions, sexual orientation.

Most of the personal information we hold about you is that which we collect directly from you. It may be necessary in certain circumstances to obtain further information about you from another source. For example, we might need to obtain additional information to verify your identity, to comply with money laundering legislation.

We will mainly use your personal information to enable us to provide you with legal services, including advising and acting on your behalf, and this is necessary for the performance of the contract between us. We may also use it for: administering any accounts, processing your bank/credit card details in order to obtain payment, the prevention and detection of fraud, market research, marketing, credit reference checks (where appropriate).

Under our Code of Conduct there are very strict rules about who we can share your information with and this will normally be limited to other people who will assist with your matter. This may include: Barristers, Medical Experts, Private investigators, Healthcare professionals, social and welfare organisations, Courts and tribunals, Ombudsman and regulatory authorities.

Where you authorise us we may also disclose your information to your family, associates or representatives and we may also disclose your information to debt collection agencies if you do not pay our bills.

You have a series of rights. Please note that these rights may be limited by data protection legislation and we may be entitled to refuse requests where exceptions apply. They are: (i) to obtain access to, and copies of, the personal information that we hold about you, (ii) to require that we cease processing your personal information if the processing is causing you damage or distress, (iii) to require us not to send you marketing communications, (iv) to require us to erase your personal information, (v) to require us to restrict or object to our data processing activities, (vi) to receive from us the personal information we hold about you which you have provided to us, in a reasonable format specified by you, including for the purpose of you transmitting that personal information to another data controller, (vii) to require us to correct the personal information we hold about you if it is incorrect.

If you do not want us to use your personal data to contact you by email or text with information about goods and services similar to those which were the subject of a previous sale or negotiations of a sale to you, you can let us

know this by contacting us at: bromleys@bromleys.co.uk. You can opt out of receiving any marketing material from us any time by contacting us at this email address.

If you are dissatisfied about what we have done with your personal data you should initially contact our Data Protection Compliance Manager, Mark Hirst, who can be contacted at our offices. If after he has considered the matter you remain dissatisfied, then you can contact the Information Commission's Office, their website is at: www.ico.org.uk, and their telephone number is: 0303 123 1113.

Use of external video communication provider

We may use an external video communication provider to communicate with you. This may be, but not limited to, one of the following external providers: Zoom, Skype, PowWowNow, WhatsApp. As these are external third-party platforms, we cannot assure security as we do not directly host any of these platforms, nor do we exercise control over their infrastructure or privacy protocols. It is your sole responsibility to satisfy yourself of the security of any platform you engage with, and to exercise your own precautions, including using appropriate anti-virus/malware/spyware software and device encryption. We do not accept responsibility or liability for the security of any external video communication provider, or for issues howsoever arising out of the use of any of these platforms by any participants.

Confidentiality

Solicitors are under a professional and legal obligation to keep the affairs of clients confidential. This obligation however is subject to statutory exceptions. We may be required by statute to make a disclosure to the National Crime Agency (NCA) if we know or suspect that a transaction may involve money laundering or terrorist financing. If we make a disclosure in relation to your matter, we may not be able to tell you that a disclosure has been made. We may stop working on your matter for a period of time and may not be able to tell you why. Further, if we have to make a notification under our Professional Indemnity Insurance Policy of information about you and your case, in the absence of your prior disagreement, these details and your casefile may in these circumstances be seen by an assessor or another person unconnected with us.

Auditing and Vetting of files

External firms or organisations may conduct audit or quality checks on our practice. These external firms or organisations are required to maintain confidentiality in relation to your files. We will presume that you consent to your file being accessed for these purposes unless you inform us to the contrary.

Outsourcing of work

We may ask other companies or people to do work for us i.e. file storage, photocopying, typing. We will always seek a Confidentiality Agreement with these outsourced providers. If you do not want your file to be outsourced please tell us as soon as possible.

Limit on Liability

- (a) We try not to make mistakes and to maintain the highest levels of service but in the event that we are found to be liable to you, we are insured, subject to policy terms and conditions. However, the amount for which we are insured is subject to financial limitations. In any event, by these terms of business, unless specifically agreed in writing to the contrary in relation to any particular matter by a Partner at Bromleys Solicitors LLP, and as regards any liability which we would otherwise have to you, or any third party, in respect of all loss or damage claimed, or any costs incurred, on whatever basis claimed (whether in contract, tort in England and Wales, delict in Scotland or otherwise), subject to Clause (h) of this section below, we:-
- (i) Exclude any liability of whatever nature arising as a direct or indirect consequence of our compliance in good faith with the Money Laundering Provisions referred to in these terms and conditions of business, or any other statutory, professional or regulatory obligation (and, for the avoidance of doubt, this includes liability for delays caused by our having to seek consent from the relevant authorities pursuant to the money laundering provisions); and
 - (ii) Without exclusion (i) in any way being affected, and unless otherwise agreed between us, in all cases limit our liability, in total to the maximum aggregate sum of £5,000,000 (including interest and costs) for any claim or claims arising out of:-
 - (1) The same act or omission;
 - (2) A series of related acts or omissions;
 - (3) The same act or omission in a series of related matters or transactions;
 - (4) Similar acts or omissions in a series of related matters or transactions.
- (b) If we are jointly or jointly and severally liable to you with any other party, whether or not you in fact claim against another party, we shall only be liable to pay you the proportion which is found to be fairly and reasonably due to our fault. We shall not be liable to pay you the proportion which is due to the fault of another party or for which another party would otherwise be liable.
- (c) Any sum due from us to you shall be reduced by the proportion for which another party would have been found liable if either:
- (i) You had also brought proceedings or made a claim against them, or

- (ii) We had brought proceedings or made a claim against them under the Civil Liability (Contribution) Act 1978 or any similar enactment under any other relevant jurisdiction.
- (d) Without prejudice to any exclusion or limitation of liability contained in these terms, and subject to any legal or professional restriction on excluding or limiting liability, any claim made against us must be notified to us in writing within 2 years of completion of the matter, or in relation to a series of matters, the last in time of any such matters to which the claim relates, failing which all liability will be excluded.
- (e) The only duties owed to you in contract, or tort in England and Wales and delict in Scotland for advice or services provided to you will be owed to you by Bromleys Solicitors LLP and not by individual employees or Members of Bromleys Solicitors LLP. You agree that you will not bring any claim in connection with advice or services provided to you, whether on the basis of contract, tort in England and Wales, delict in Scotland (including, without limitation, negligence), breach of statutory duty or otherwise against any Member or any employee of Bromleys Solicitors LLP but this will not limit or exclude the liability of Bromleys Solicitors LLP (subject to the terms set out in this clause) for the acts or omissions of its Members or employees. This Clause is intended to benefit Bromleys Solicitors LLP and such employees or Members who may enforce this Clause pursuant to the Contracts (Rights of Third Parties) Act 1999. Notwithstanding any benefits or rights conferred by this agreement on any third party by virtue of that Act, the parties to this agreement, may agree to vary or rescind this agreement without any third party's consent.
- (f) Without prejudice to any other exclusion or limitation on liability (and subject to Clause (h) of this section below), we exclude all liability for any loss or damage, whether direct or indirect, caused by any communication, whether by post, fax or email, being misdirected or intercepted by third parties.
- (g) Any exclusion of, or limitation on, our liability contained in these terms and conditions shall apply to work done under this agreement and any future work unless we agree different terms with you. Without prejudice to reliance on Clause (e) of this section above, and subject to Clause (h) of this section below, any such exclusions of, or limits on, liability contained in these terms and conditions are intended to benefit any Partners and employees against whom you may seek to claim, on any ground whatsoever.
- (h) Nothing in these terms shall exclude, restrict or prevent action in respect of any liability arising from fraud, dishonesty, or reckless disregard of professional obligations or for death or personal injury caused by negligence, or other liabilities which cannot lawfully be limited or excluded.
- (i) The provisions of this Clause shall in any event be subject to the Solicitors Regulation Authority's Standards & Regulations or any other similar requirements in force at the relevant time, which provides that any financial limitation on liability should not be below the minimum level of cover ("Minimum Cover Amount") required by the SRA Indemnity Insurance Rules for a policy of qualifying insurance and in the event that the amount set out in sub Clause (a)(ii) of this section above is below the Minimum Cover Amount shall apply instead of the figure of £5,000,000 referred to in that sub Clause.
- (j) If any part of these terms which seeks to limit or exclude liability (including provisions as to amount, or compliance or purported compliance with the Money Laundering Provisions) is found by a court to be void or ineffective on the grounds that it is unreasonable or does not accord with any professional obligation, or otherwise, the remaining provisions shall continue to be effective.

Banking

We may not be liable to repay money lost through a banking failure. The Solicitors Regulation Authority has confirmed to us that if client money is lost as a result of a bank collapse, provided we have placed the money in accordance with the Solicitors Regulation Authority's Accounts Rules, it is unlikely that we will be liable in negligence.

In the event of our bank charging us a negative rate of interest or any other charges to hold money on your behalf, we will seek reimbursement from you for any such charges. Your acceptance of these Terms and Conditions of Business hereby authorise us to deduct such charges from the monies we hold on your behalf.

Equality and Diversity

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

Terms and Conditions of Business

Unless otherwise agreed, and subject to the application of our current hourly charging rates, these Terms and Conditions of Business shall apply to any future instructions given by you to us. Your continuing instructions will amount to your acceptance of these Terms and Conditions of Business.