

# Terms of Business



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## Introduction

We are a firm of solicitors, incorporated as a limited company, registered in England and Wales, company registration number 5685856. Our registered office is at 73A London Road Leicester LE2 0PF. Our SRA number is 608103. We are registered for VAT. Our VAT number is 207 8511 16

At Bright Legal, our reputation is very important for us. We are committed to providing you with the highest quality of service.

We believe it is important to establish a clear understanding of the basis upon which we provide our services. These Terms of Business and the accompanying Letter of Engagement aim to do that and form the basis of the contract between you and us.

We operate in accordance with the rules and ethics of the Code of Conduct issued by the Solicitors Regulation Authority.

## Range of Services

We offer a full range of legal services including:

Conveyancing	Immigration
Commercial/Civil Disputes	Personal Injury
Commercial Property	Litigation
Debt Recovery	Lasting Powers of Attorney
Disputes	Landlord & Tenant
Family & Children Law	Wills, Probate & Trusts

## Definitions

Please note the following words and phrases will be used throughout this document to aid your understanding of these terms of business.

Case: the legal case, transaction or other matter that you instruct us on.

Disbursement: any money that we spend on your behalf while we are carrying out work for you (such as paying barristers' fees or court fees).

Electronic Communication: an e-mail or a text message or a multimedia message.

Lawyers: the professional staff who work for us including solicitors, trainee solicitors, licensed conveyancers, legal executives, paralegals, and other people carrying out legal work. We refer to them as lawyers no matter what their qualifications.

We, us, the Practice: Bright Legal Solicitors Limited

## Communications

We will keep you fully informed of all progress in carrying out your instructions. If you have any questions and/or queries concerning our service then please raise them with the solicitor dealing with your matter.

## Instructions

In appointing us to act on your behalf, you are also authorising us to take any necessary steps to protect your interests in that matter, unless you instruct us to the contrary, and to incur reasonable expenses on your behalf. We shall not be responsible for any failure to advise or comment on any matter which falls outside the scope of your instructions or the services we have agreed to provide. We shall not be responsible for reviewing advice given to you under previous retainers unless we expressly agree with you to keep previous advice under review. Where we receive or could be given instructions in relation to the same matter from more than one client, those clients will be jointly and individually responsible for our fees unless we agree differently. Where we receive instructions from an agent, the agent and principal will be jointly and individually responsible for our fees unless we agree differently. A client can be an individual, firm, company and/or any other entity.

We will take your instructions on your particular case and give you advice according to English law. If you do not tell us something relevant, we cannot be responsible for not giving you advice on that.

We try to avoid changing the lawyers who are handling your work. If we have to change the lawyer, we will tell you who will be dealing with your work and why the change was necessary.

Unless we agree a particular way of communicating with you, we will choose whether we contact you in writing, in person, by phone or by e-mail.

We are advising and preparing documents for you and not anyone else. We do not accept responsibility if anyone else relies on our advice unless we have agreed that with you.

If more than one person instructs us, we would not accept instructions to act for all of you if there might be a conflict between your individual interests. If at any time you feel that there is a conflict between some or all of you on any aspect of your case, you must let us know. We can then decide whether or not it is necessary for you to get legal advice from another lawyer, either in this firm or another firm.

Unless we have agreed it separately with you, we will not be giving you advice on matters relating to tax, valuation, survey or condition aspects of your case.

We will keep you informed of progress on your case but you should let us know if you would like us to discuss particular reporting requirements with you.

## Responsibility

You agree that we (Bright Legal Solicitors Limited) are acting for you. This means the Practice owes you a duty of care to ensure the legal work is properly undertaken. The Practice, as opposed to its members or lawyers, is responsible for the professional liability. Our lawyers are not providing services on a personal basis to you — The people and lawyers carrying out your work do so on behalf of the Practice.

No single lawyer or member accepts personal responsibility to you for any advice given to you or for work that we carry out for you. You must not bring a claim against any lawyer or member for any loss or damage that you suffer as a result of the advice or work that we provide to you.

In the event that the firm is unable to practice for whatever reason, we refer the right to transfer your matter to another practice regulated by the SRA.

## Hourly rates

Where our charges are on a time basis, they will be based on an hourly rate. We will also charge you for expenses and any relevant taxes. Our time is calculated in units of six minutes.

Time spent on your affairs will include meeting with you and perhaps third parties, time spent travelling, considering, discussing the position with colleagues, preparing, working on papers, attendance notes, correspondence, making and receiving telephone calls, preparing for and attending court or tribunal. All fees and expenses are quoted exclusive of value added tax or any other applicable tax from time to time.

Normally we work out our charges based on the time that our lawyers spend working on your case. We give each of our lawyers an hourly charging rate. Some of our lawyers have more experience and so we set their hourly charging rates higher. Sometimes we may also 'blend' a rate. This means we use a single hourly rate for both senior lawyers and more junior lawyers. In working out our charges, we may also take into account other factors, such as how complicated or urgent the case is. At the beginning of a case, we will tell you which lawyer, or lawyers, will deal with your case and their hourly charging rates. We normally change our hourly rates in April each year to take account of changes in our overhead costs. When we change our hourly rates, we will write to tell you about the new rates. Our rates take into account guidelines issued by the Court Service. We may agree with you not to use hourly rates and the time we spend as the basis of our charges. We may instead agree charges up to a certain level, fixed charges or charges that depend on certain circumstances. In some cases, we might also agree to do set amounts of work in return for a fixed charge.

## Disbursements and Expenses

When you instruct us, you are giving us permission to pay disbursements on your behalf that are relevant to your case. For example, these disbursements might include court fees, search fees, registration fees, valuation fees, commissioners' fees, courier fees, stamp duty land tax, land registry fees and barristers' fees.

If practical, we will talk to you before we agree to large disbursements on your behalf, such as stamp duty land tax or barristers' and experts' fees.

We may ask you to pay us up front for disbursements we pay or agree to while working on your case. Normally, we always ask you to pay large disbursements up front.

Whenever we pay disbursements on your behalf, we will send you a bill for those disbursements.

We will also charge you for certain other services that we provide for you, which we will list under 'Our Professional Fees' on your bill. These services may include expenses and processing charges that we may have while we are carrying out work for you. For example, these might include photocopying and scanning documents for you, same-day bank and BACS transfer fees.

## Value added tax

Our fees, disbursement and expenses do not include VAT unless otherwise stated, but VAT may be added to your bill at the prevailing applicable rate if the service is in respect of an EU property matter, or it is deemed that the service is provided in the EU.

Our VAT Registration number is 207 8511 16

## Bills

We will send you bills during the time we are acting for you. We call these 'interim bills.' We may send you an interim bill each month but we may leave longer gaps between them. At the end of your case, we will send you a final bill.

Our bills are payable immediately on delivery unless we write to tell you that a different payment date applies. If you do not pay us within 30 days of that date, we may charge you interest at the rate of 8% per annum above the base lending rate of the Bank of England from the due date of payment. Alternatively, if you have instructed us in the course of your business, we may charge you interest under the Late Payment of Commercial Debts (Interest) Act 1998 on the amount that you have not paid. This Act currently allows us to charge you interest of 8% per annum above the base lending rate of the Bank of England.

If you and another person or company gives us instructions on your case, you are responsible for paying our bills individually as well as a group. This means that we can demand payment from one of you or all of you, whichever we choose. If we hold money on your behalf (or if you are a company, on behalf of another company in your group), including any interest which may have built up, we may use this to pay or part pay our bills. It is your responsibility to pay our bills even if someone else has agreed to pay some or all of it for you. If someone else does pay some of it, you are responsible for paying the rest to us. If we owe you money or, if you are a company, another company in your group, we can reduce the amount you owe us under any bill we have sent to you by the amount we owe you.

If the work we do for you do not involve taking legal action against someone and you disagree with the amount of our bill, in certain circumstances you have a right under the Solicitors Act 1974 to ask the court to assess our bill.

You may also have the right to object to your bill by complaining.

You may pay our bill by any of the following methods:

- Cash (up to £1,000.00)
- Cheque \*\*
- Bankers Draft
- On-line banking (please ask for our bank details) If you have any queries about our bill, you should contact the lawyer handling your matter straight away.

\*Please note any further sums we require from you e.g. as per a completion statement showing the amount required to complete a transaction, can be paid by any means other than by debit or credit card, however funds from cheques cannot be used until the 8th working day after payment of the cheque into our bank account. Where we require cleared funds for any reason, these funds should be telegraphically transferred into our client account, details of which will be provided.

**IMPORTANT** - You must NEVER send us, whether by e-mail or letter, any confidential and sensitive details such as your card number, security number or PIN number. The only details we will need to credit your account are your sort code, account number, the full names on the account and the bank name and branch. If you receive any email purporting to be from our firm mentioning bank details please always telephone our office before making any payment.

## Payments

Our terms of business require payment to be made immediately upon completion of transactions unless a different arrangement is made.

Otherwise, payment is required no later than 30 days from the date of invoice.

If any bill is overdue for payment, we shall be entitled to refrain from continuing to do work for you. This applies to the matter to which the bill relates and any other matter for which we may be working for you. We shall also be entitled to retain any money we are holding for you in our client account, together with documents and papers belonging to you and our papers, until all sums outstanding to us for any work are paid. We may also take legal action against you to get back the amount you owe and may claim interest from you under section 69 of the County Court Act 1984. We will also include our costs in connection with the proceedings. The rate of interest under this Act is currently 8%.

We may charge interest on unpaid bills (both before and after judgment) and will do so at the rate prescribed in the Late Payment of Commercial Debts (Interest) Act 1998 or if this Act does not apply, at 4% above HSBC plc base rate from time to time.

You agree to fully indemnify us for any loss and/or damage incurred as a result of any breach by you of this agreement. Such costs shall include but will not be limited to our internal administrative and management costs (including the costs of employing the staff engaged in such activity and the overheads attributable to them for the time spent) and any legal costs incurred by us and other legal advisors. We reserve the right to claim any sums due in accordance with this clause as part of the debt. As part of this agreed indemnity, you agree to pay us our legal costs associated with any legal proceedings irrespective of any fixed costs regime that may apply by statute, the Civil Procedure Rules or any other rule of law of the Court/Tribunal or other competent jurisdiction.

## Monies

In certain circumstances, we may require you to make payment(s) on account of charges and expenses to be incurred prior to any work being carried out or continued. If these circumstances arise, we will contact you to discuss this and let you know the amount required by us.

Money held by us for you, whether on account or otherwise, will be placed in our client account and you will be entitled to a sum in lieu of the interest which would have been earned, had it been held in a separate designated deposit account unless the amount of interest is less than £20.

In accordance with the Solicitors Accounts Rules, it is the firm's policy to account to its clients for a sum in lieu of interest on a fair and reasonable basis. In particular, clients' monies will normally be held in a general client bank account in which amounts for different matters and clients are pooled – from which funds are instantly accessible. This means the amount of interest obtained might not be as high as could be obtained from direct investment or subject to notice of withdrawal.

A sum in lieu of interest will be payable on amounts held in general client bank account on the following basis:

- Interest will be calculated daily on the balance held for each individual matter, and compounded on a quarterly basis;
- In normal circumstances where the total amount of interest calculated over the course of a transaction is less than £20, no interest will be paid.

Clients' monies will normally be held in an instant access bank account to facilitate transactions, however if specific

instructions are received from the client requesting that fund be placed on a term deposit, interest earned on such term deposits shall be paid to the client in full.

If client monies are held in a separate designated deposit account (i.e., a specific bank account, for a specific matter) all interest earned on that account will be credited to that bank account and paid to the client in full.

Interest earned on money held by us is subject to tax. It will be passed on without deduction and the recipient is personally responsible for declaring this to the relevant authorities.

Interest rates are available on request.

## Financial Services Compensation Scheme

In the course of carrying out your instructions, we may hold or receive money on your behalf. In accordance with professional regulations, money held or received for your benefit will be deposited in one or more of our client accounts. All deposits in our client accounts continue to be your money at your risk.

We do not accept any liability whatsoever for loss of monies properly deposited into our client accounts. If you wish to instruct us how to apply your money, we will require a reasonable time to comply with your instructions. We may not be able to withdraw moneys from deposit outside of normal banking hours.

We do not carry insurance to cover the security of moneys deposited in our client accounts. Please note that the Financial Services Compensation Scheme does not offer protection to businesses categorised as "large businesses". This scheme currently offers protection to private individuals and "small businesses". The scope of this scheme varies from time to time.

Further information about the scheme, including who is an eligible claimant, can be found at [www.fscs.org.uk](http://www.fscs.org.uk).

Please note also that the compensation limit of £85,000 currently applicable under the Financial Services Compensation

Scheme operates on a per person per authorised bank basis.

So, if you have deposited other moneys in banks that are members of this scheme as well as in our client account, the limit of the scheme will be £85,000 in total in respect of all your moneys held on deposit with authorised banks including moneys deposited in our client account on your behalf. You will not derive additional benefit under the scheme by depositing moneys in our client account. The compensation limit applies to each depositor for the total of their deposits with an organisation, regardless of how many accounts they hold.

## Dispute resolution

If you are making a claim through a court or tribunal or defending legal proceedings that we are handling for you, this applies to you.

You are responsible for paying our bills even if the court (or a tribunal) eventually orders another person or company to pay or part pay your legal costs. the other's costs (other than some limited fixed court costs).

Most cases with a financial value under £10,000 are dealt with in the small claims court, unless they concern personal injury. In cases before the small claims court, and before an employment tribunal, it is rare that an order is made that a person who is not successful should pay the other's costs (other than some limited fixed court costs). You should not expect the other person to pay any of our charges and expenses, even if you are successful.

In all other cases, the following paragraphs apply regarding costs.

The court can decide which person should pay the costs of proceedings. The court will usually order the person who is not successful to pay a percentage of the successful person's legal costs. The court very rarely makes an order that the person who is not successful should pay all the successful person's costs. You should assume that, even if you are successful, you will have to pay legal costs over and above any amount of money that the other person has to pay to you.

In assessing costs, the court can take into account all relevant circumstances including the conduct of the parties, whether the claim has been exaggerated and what efforts were made to try and resolve the dispute. If the other person has used public funding (legal aid), it is unlikely that they will actually pay you any amount towards your costs. If the court orders the other person to pay some or all of our charges and expenses, we can claim interest from them from the date of the order until they pay. If you have paid our charges and expenses up front, we will pay any interest that we recover directly to you. If you have paid our charges and expenses after the case is dealt with, we will keep any interest that we recover.

If you decide not to carry on with the case, you may have to pay the other person's costs. If you are not successful in any legal action, as well as having to pay our charges and expenses, the court will probably order you to pay part or all of the other person's costs. The process of agreeing costs or having the court assess them can mean a delay between the court making an order for costs and the other person actually paying them. For example, if the other person has to pay your costs at the end of the case, it may take several months for the court to decide the amount and for them to then pay you. The court will expect you to have paid our charges and expenses (and so will we) before you can recover them from the other person. If you have not done so, the court will probably prevent the other person from paying you.

If the court has to decide the question of costs, we may have to prepare a very detailed bill and we will itemise the work that we have done on your case. You will have to pay us for preparing this bill and for the court fee. The court might order the other person to pay some of these charges and expenses.

You may have to pay some of the other person's costs during the proceedings. During a case, any person involved in it can apply for the court to decide a point of procedure or law. If this happens, the court will make each person provide details of their costs for preparing or responding to the application. Once the court has made its decision, it will usually decide which person will pay the costs for the application. The court will normally decide that the person who is not successful has to pay the other's costs within 14 days of the date of the decision.

In civil, non-family court cases, the court says that certain documents must contain a 'statement of truth'. You must sign this statement of truth. You must make sure that the facts that you have given us or the documents you have given us are correct and true. If you sign the statement of truth without considering it properly, it could be very serious. It could lead to the court making an order to fine you or to put you in prison. In some cases, you may authorise one of our lawyers to sign a statement of truth on your behalf. If this happens, we sign as your agent and not in our own right.

During your case, you will have to pass to the other person all documents that relate in any way to the issues in the dispute that you have in your possession (or copies of any you previously had) plus those kept by your accountant or bankers and the like. Your obligation is a broad obligation to the court. The court gives a wide meaning to 'documents'. It includes:

- Correspondence;
- Notes;
- Diaries;
- Electronic communications;

- Documents stored electronically;
- Video tapes;
- Documents that you may consider confidential; and
- Any other items that could damage your case.

Your obligation to release the documents under paragraph is an ongoing obligation until the court proceedings are finished. This means that:

- You must keep all relevant documents safe and you should not destroy any of them; and
- We will need to review them during the course of the case. If you do not know whether or not to destroy documents, you should speak to the lawyer dealing with your case.

In family proceedings, your obligation also covers assets you:

- Own;
- Have control over; or
- Have an interest in.

It is essential that you provide your lawyer with all relevant documentation and information at the earliest possible opportunity. One of the principles behind the court rules is that litigation should be treated as a last resort but if proceedings are started, they should be dealt with efficiently and fairly. This means it is important to have your case in order before issuing proceedings. You may be penalised by the court in costs if you fail to co-operate in providing documents and statements etc., on time following any court order to do so. Further, it is helpful if you can ensure that any letters, documents etc., that you provide are complete and arranged in good order (preferably chronologically) as the cost of any time your lawyer has to spend putting your documents in order may not be payable by the other person even if you are successful.

The court encourages parties to try and settle their disputes directly or by means of alternative dispute resolution (ADR). In other words, courts should be seen as a last resort. ADR means any way of trying to settle disputes without formal litigation. It includes mediation, conciliation or arbitration. These are often more informal approaches which if successful can be cheaper and quicker than contested litigation. They can be considered at any time and if you wish to explore this further then please let us know.

Whether you are bringing or defending a claim you can at any time make an offer to settle to the other person. An offer to settle is a relevant factor that the court may take into account on the question of any costs order and can potentially have a very significant effect. If the offer is made in a certain way (under Part 36 of the Court Rules) and is accepted by the other person then the other person may have to pay your reasonable costs up to the date of that acceptance. If the other person rejects your offer and then fails to beat it at the final hearing then they can be penalised in costs and interest. As a result of these rules you should at all times consider whether to make an offer to settle which could put the other person at financial risk if such offer is reasonable and they reject it. Likewise, careful consideration must be given before rejecting any offer to settle from the other person.

privilege.

It is important that documents are protected by legal advice privilege. Only documents that are sent to or from individuals who a court will construe as being "the client" will attract legal advice privilege. If you prepare internal documents recording our legal advice and/or circulate internally any legal advice we may give, it may no longer attract legal advice privilege. If you are unsure whether any material will attract legal advice privilege, please seek our advice before it is prepared or circulated.

Practically speaking it is important that you:

- Remember that only communications in relation to which we are wearing our "lawyer's hat" will attract legal advice privilege;
- Nominate a sub-group of employees who will be "the client"; and
- Delegate preparation of all sensitive internal documentation to the nominated "client".

Solely for the purposes of legal advice privilege, we regard our "client" as being the individuals you nominate to be able to give us instructions and any other representative to whom you delegate providing us with information and/or instructions or with whom you ask us to correspond. However, this may not bind a court or other equivalent body who may regard our client as being a smaller group of individuals.

## Disclosure in disputes

In any action you will be required by the court or arbitrator to identify and make available documents that are relevant to the issues in the proceedings. Please read our Notes on Disclosure of Documents.

You will be required to disclose to the other parties all documents, correspondence, notes, memoranda or other items which are or have been in your possession, custody or power and which relate in any way to the issues in the dispute. This duty to disclose includes information which is stored electronically. For example, it may be held by computer or on portable devices such as memory sticks or mobile phones or within databases. It includes emails and other electronic communications such as text messages, webmail, social media and voicemail, audio or visual recordings. This duty covers documentation which may be prejudicial or adverse to your case but which you are nevertheless obliged to reveal.

All relevant documents should be passed to us from the outset. You should not destroy or tamper with such documents. You must ensure that steps are put in place to preserve all documents including electronic documents which may otherwise be deleted in the ordinary course of business or in accordance with your document retention policy. You are under an obligation to suspend relevant document deletion or destruction processes for the duration of the proceedings. The obligation of disclosure is on-going until the action is concluded and all relevant documents must be handed to us.

This obligation is onerous and you may be liable to severe penalties including fines and/or imprisonment in cases of deliberate non-disclosure. If you are in any doubt as to whether to preserve and disclose documents, you should seek our advice.

## Disputes, our client and legal privilege

Litigation privilege protects all documentary communications between a client and a lawyer (or between one of them and a third party), if they were created for the dominant purpose of getting/giving legal advice in relation to pending or contemplated litigation or the collecting of evidence for such litigation.

Legal advice privilege protects all documentary communications between a client and a lawyer, if they were created for the purpose of getting/giving legal advice.

For documents to attract legal advice privilege, there has to be legal skill being applied in a relevant legal context. If a lawyer is asked to advise on general matters of business, that advice may lack the relevant legal context. You may therefore not be able to stop documents containing that advice/information from being disclosed to another party in litigation. This could weaken your case.

Only documents between lawyers and certain individual representatives of the client will attract legal advice privilege. Documents between lawyers and other individual representatives of the client would not attract legal advice

## Residential conveyancing

If you instruct us to sell, buy, place a legal charge on or lease a residential property, you need to read this paragraph. We may, however, agree something different with you, for example, for us to send you interim bills. For sales, purchases and leases we will send a bill for our charges and expenses shortly before completion. You must pay this before completion.

If you are buying property with the help of a loan, and you have agreed with the lenders to pay their costs, we will send you a copy of their bill if we are instructed to act for your lenders. You must pay any fees before completion.

If the transaction involves a mortgage loan, and you agree to us acting for the lender, we have to pass your lender the information you give us that might be relevant to their decision as to whether to make the finance available. If you tell us things that you do not want the lender to know and they are relevant to the lender, we may have to stop acting for the lender, and possibly also for you.

We conduct residential conveyancing within the Law Society Conveyancing Protocol ("the Protocol") which has been developed to support solicitors undertaking residential conveyancing and focuses not only on the solicitor to solicitor contact but also the relationship with others in the process, such as estate agents, surveyors and mortgage brokers. The Protocol sets certain standards which are expected of solicitors dealing with all parties within the transaction and promotes a transparent process. The general obligations under the Protocol include such things as maintaining high standards and dealing with others in a fair and honest manner and with co-operation, sharing information with others to assist the efficient management of the transaction or chain and informing others of changes in circumstances, dealing with communications promptly in accordance with agreed timeframes whilst using the most up to date forms, formulae and codes provided by the Law Society. Your acceptance of these Terms confirms your consent and instructions for us to act in accordance with the terms and spirit of the Protocol.

We may not be able to account you with sale proceeds on the day of completion. We reserve the right to account to you on the next working day.



## Taxation

We do not provide any taxation advice on any aspect of our service. We are not taxation specialists.

In conveyancing transactions, we rely on the HMRC Stamp Duty Land transaction calculator to assess the amount of tax payable. The calculator is designed to deal with transactions which are straightforward and do not include land/outbuilding/woodland or separate annexes. If any of these apply in your case then we would advise you to obtain specialist tax advice.

## Complaints and termination of relationship

Our aim is to provide an excellent quality of service which matches your expectations and instructions. If you are dissatisfied with any aspect of our service, please let us know as soon as possible.

To resolve swiftly any client dissatisfaction, we operate complaints handling procedures. If you are not satisfied with how we have handled your case, or if you have a complaint about your bill, please speak to the lawyer dealing with it first. If you cannot sort the matter out directly with the lawyer, or if you would prefer to speak to a different person, please contact either

- The head of the department handling your case; or
- The person named in the letter we send to you to explain what we will be doing for you and how we will charge you ('Letter of Engagement')

Any complaint will be investigated promptly and thoroughly and an explanation of the investigation will be given to you. This will be in writing if required. If you are not satisfied with our internal procedure, you may seek further help from the Legal Ombudsman by telephone on 0300 555 0333; by email at [enquiries@legalombudsman.org.uk](mailto:enquiries@legalombudsman.org.uk); or by post at PO Box 6806, Wolverhampton WV1 9WJ. Further information can be found at [www.legalombudsman.org.uk](http://www.legalombudsman.org.uk). Normally you will need to bring a complaint to the Legal Ombudsman within six months of receiving a final written response from us about your complaint or within six years of the act or omission about which you are complaining or, if outside of this period, within three years of when you should reasonably have been aware of it.

Where our engagement with you is entered into via email, you may be able to bring a complaint about our services via the European Online Dispute Resolution platform which can be found at <http://ec.europa.eu/odr>.

Complaints can include a complaint about a bill. There may also be a right to object to the bill by applying to the court for an assessment of the bill under Part III Solicitors Act 1974. The Legal Ombudsman may not consider a complaint about a bill if you have applied to the court for an assessment of that bill. We may be entitled to charge interest if all or part of a bill remains unpaid.

What to do if you are unhappy with our behaviour

The Solicitors Regulation Authority can help if you are concerned about our behaviour. This could be for things like dishonesty, taking or losing your money or treating you unfairly because of your age, a disability or other characteristic.

Visit their website to see how you can raise your concerns with the [Solicitors Regulation Authority](http://www.sra.org.uk).

Our relationship is based on mutual trust and confidence. In the event of that coming to an end, it would be undesirable for us to continue to act. Accordingly, we believe it is right that you should be entitled at any time to cease instructing us and similarly we should be entitled at any time to cease to act for you (subject in our case to any overriding professional requirement on us to continue acting).

We may decide to stop acting for you only with good reason. For example, this may be if:

- You do not pay an interim bill, if you do not make any payment on account when requested, if you fail to pay our bills in full on the date you should have paid them or fail to pay us in advance when we ask you;
- If the rules and regulations governing how we operate mean we have to stop acting for you;
- If you cease to give us instructions or fail within a reasonable time to respond to our requests;
- If you are in our opinion rude or abusive to us or any of our employees;
- If you instruct us to put unreasonable argument to a court or to any third party.

We reserve the right to terminate this retainer in the event of any unpaid fees or for any other reason that they deem appropriate. We will, where possible, give you advance notice of our ceasing to act for you.

You will be liable to pay us for all expenses and work carried out up to the time when we cease acting for you.

We reserve the right to keep all papers, documents and funds, irrespective of the matter to which they relate, until all fees and expenses owed by you to us in relation to any matter are paid in full.

In the event that it becomes necessary for us to commence proceedings against you for non-payment of fees, expenses or other sums, you will be liable to pay our costs of doing so on a full indemnity basis. These are calculated as set out in these Terms of Business.

## Statutory cancellation rights for individuals

If you are a private individual and you have instructed us in relation to a non-business-related matter then you may have a statutory right of cancellation if the contract between us was formed either by any means of distance communication or in your home or place of work.

If you want us to start work on your matter straightaway you must tell us immediately. The reason is, if we have not met with you, the Consumer Protection (Distance Selling) Regulations 2000 may apply. This means you have the right to cancel your instructions to us within seven working days of receiving our letter of engagement which accompanies these terms and conditions. You can cancel your instructions by contacting us by post, e-mail or fax.

If you would like us to commence work on your matter within the next seven working days, please tell us by other means (post, email, fax, phone) not to wait for this seven-day period to elapse, to avoid any unintended delay caused by these Regulations.

Once you have instructed us to start work on your matter, you may be charged if you then cancel those instructions.

Where your statutory right of cancellation does apply, then you may generally exercise that right within 14 days from the date of receipt of these Terms of Business.

If you exercise your statutory right of cancellation within that period, you will only be required to pay for any work we undertake before the end of the cancellation period on your written request.

Please note that you always have the right to cease instructing us in relation to any work in any event.

## Conditional fees

For certain types of work, we may agree a 'conditional-fee basis' for our charges. If we do, we will send you a separate written agreement giving full details of the special terms that will apply between us.

In a 'conditional-fee arrangement', we agree that we will aim to recover our charges and expenses in working for you from the other person in your case against them. If the court decides the case in your favour, or we can negotiate a settlement for you, the other person will pay our charges and expenses. If the court decides against you, you will not have to pay our charges and expenses.

A conditional-fee case is a business risk for us. If your case is not successful, we will not be able to recover any of our charges or expenses. As a result, if your case is successful, we will charge you a 'success fee'. We work out this success fee by assessing the risk that we believe we are taking in helping you. Our opinion of the risk involved depends on our view of the merits of your case and the circumstances at the time we enter into the agreement with you.

If we start court proceedings for you and your case is not successful, you will have to pay the other person's charges and expenses. Your case will not be successful if the court decides against you or you have to withdraw your claim. So that you can reduce the risk, as far as possible, of having to pay the other person's charges and expenses, you should take out insurance. We can help you organise this type of insurance if you want. We may refuse to act for you on a conditional-fee basis if you do not have insurance.

## Intellectual property

In working for you, we will use our know-how and experience. We will share this with you by giving you advice and preparing documents on your case. This is our confidential information. We also own other rights in material that we produce in dealing with your case, such as copyrights and trademarks (these are called 'intellectual property').

You may not, unless you have our permission:

- Release confidential information or intellectual property to any other person; or
- Supply, pass on or otherwise commercially use our services.

Unless we have agreed otherwise, if you pay our bills, we will grant you a royalty-free, non-exclusive licence of our confidential information and our intellectual property. However:

- You may only use these for the purposes for which we provide them to you in the first place; and
- You may only use these for your own business or personal purposes and for no other reasons.

To avoid any doubt, if you do not pay our bills, we may cancel your right to use our confidential information and intellectual property.

## Liability and third parties

We do not accept that we have a legal responsibility to you or to others in connection with your case for any of the following losses, even if we had been told that you or other people may suffer them:

- Indirect financial loss;
- Loss of profits or earnings;
- Loss of business opportunities;
- Loss of goodwill;
- Interruption to your business;
- Loss of expected savings;
- Increase in debt or failure to reduce debt;
- Reduction in the value of an asset;
- Money we are holding for you being lost because of banking failures or problems.

If we are legally responsible to you, despite the previous paragraph, we will pay you no more than the minimum level of insurance cover we have to provide to satisfy the Solicitors Regulation Authority. We have professional indemnity cover for £3 million. This amount:

- Applies to all liabilities whether in contract, tort (including negligence), breach of statutory duty, breach of fiduciary duty, breach of retainer or otherwise;
- Applies per act, omission, matter or transaction (or per series of related acts, omissions, matters or transactions); and
- Includes all damages, claims, actions, proceedings, demands, awards, compensation, costs, expenses and all other losses or liabilities.

Our liability to you in respect of the matters referred to above is also limited so as to be in proportion to our contribution to the overall fault for such matter, taking into account any contributory negligence by you, your other advisers or any other third party responsible to you and/or liable in respect of that matter. We shall not be responsible for any increased liability falling on us as a result of any limit which you have agreed with any third party or which otherwise falls on us as a result of the contributory negligence of any third party against whom you do not make recovery for any reason.

We exclude, to the extent permitted by law, any and all liability for any damages, claims, actions, proceedings, awards, compensation, costs, expenses and all other losses and/or liabilities to third parties who are not a client of ours in relation to the relevant matter.

We shall not be liable in contract or tort for any sum in excess of that which is paid by our insurers nor for any consequential, special, indirect or exemplary damage or costs or losses attributable to lost profits or opportunities. We shall not be liable for any money held on your behalf, which is lost in the event of the failure of a bank or building society or similar financial institution in which it is held. However, we can and do only limit our liability to the extent that the law allows and, in particular, we do not limit our liability for death or personal injury caused by our negligence.

No use may be made of any advice we give to you where such use would expose you or us to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America. We exclude any and all liability for damages, claims, actions, proceedings, demands, awards, compensation, costs, expenses and all other losses and/or liabilities arising out of or in connection with any such use of any advice we give to you.

You agree not to bring any claim in respect of loss and/or damage suffered by you arising out of and/or in connection with the services provided by us (including but not limited to negligence or non-performance of the services by us) against any individual shareholder, officer, employee, agent and/or consultant of Bright Legal Solicitors Limited. This restriction will not operate to limit or exclude the liability of Bright Legal Solicitors Limited for the acts and/or omissions of any individual shareholder, officer, employee, agent and/or consultant of Bright Legal Solicitors Limited. It is agreed that any individual shareholder, officer, employee, agent and/or consultant of Bright Legal Solicitors Limited will have the right to enforce this clause under the Contracts (Rights of Third Parties) Act 1999.

You agree to indemnify us and keep us indemnified against any damages, claims, actions, proceedings, awards, compensation, costs and expenses and other losses and/or liabilities which arise from a third party obtaining from you any aspect of the advice provided by us, unless we have agreed in writing to accept liability to such third party or the third party was a client of ours in relation to that advice.

All third party rights are excluded and no third party may enforce the contract between you and us unless we expressly agree in writing to the contrary or as stated in these Terms of Business.

We may accept liability to third parties in appropriate cases. We do this only where we expressly agree to do so in writing and in any event it is subject to these Terms of Business to the extent that they refer to our liability. Our fees may be adjusted to reflect this additional risk.

If you wish to extend the limit of our liability for any particular matter then we may agree a revised limit in writing with you. Our fees may be adjusted to reflect this additional risk.

In acting for a company, we do not assume a separate legal responsibility for advising shareholders and/or directors and/ or employees of the company unless specifically requested by such individuals to do so and the giving of such advice is the subject of a separate Letter of Engagement.

Each of the limitations and/or exclusions contained in these Conditions of Business is deemed to be repeated and apply as a separate provision for each of liability in contract (including material/ fundamental breach), liability in tort (including negligence), liability for breach of statutory duty and liability for breach of common law except our cap on liability which applies once to cover all of these bases of liability.

The above limitations do not limit and/or exclude our liability for death or personal injury due to our negligence, liability for our fraud or fraudulent misrepresentation and/or any other liability of ours which it is not permitted to limit and/or exclude as a matter of applicable law.

The status of a limited liability company means that its liability is limited to the extent of its assets. In the context of the Practice, our liability to you is limited to our professional indemnity insurance cover and any other assets of the Practice.

## Insurance & Insurance mediation

We carry professional indemnity insurance for the services we provide. Contact details of our insurers are available on request.

You must let us know when we start to act for you if you have an insurance policy relevant to your case. For example, if you have an indemnity policy or a legal expenses insurance policy, you must send us a copy.

If you have a relevant insurance policy, you are responsible for our fees until your insurers confirm cover and until they refund them. You must sign an authority for us to give your insurer details of your matter.

For cases involving legal action there are certain insurance products available, called 'after the event' insurance. We would be happy to discuss these with you if you would like us to do so. If we help you arrange insurance, we will give you a statement of demands and needs which you must sign and return to us.

The Law Society is a designated professional body for the purposes of the Financial Services and Markets Act 2000, but responsibility for regulation and complaints handling has been separated from the Law Society's representative functions. The Solicitors Regulation Authority is the independent regulatory body of the Law Society and the Legal Complaints Service is the independent complaints handling body of the Law Society.

## Confidentiality and conflicts of interest

All information regarding your business and affairs will be regarded as and kept confidential at all times unless you instruct us to disclose information or we are compelled by law to disclose it (in certain criminal proceedings or money laundering cases, for example).

Any information disclosed by you to us is privileged and confidential and will not be disclosed without your consent. There are exceptions and limitations where either you deem us to have consent to disclose or our duty of confidentiality to you is overridden by law. For instance, in order for us to act for you, you are deemed to consent to our disclosing to your mortgage lender, your broker, other Conveyancers and estate agents involved, the details and key stages and milestones reached in a property transaction. There may be other non- transactional occasions when otherwise privileged or confidential information might be disclosed, such as:

- a) To our professional advisers (including their own solicitors) and our insurers where relevant.
- b) To our external professional auditors and any other firms/organisations that carry out audit or quality checks on the service we provide.
- c) To the Serious Organised Crime Agency where confidentiality is overridden by our statutory duties under anti money laundering law (see more details below).

d) On any occasion where the law requires us to do so.

We are not then responsible for the confidentiality of information held by those others once disclosed.

Again, to enable us to act on this matter, you are deemed to authorise us to make such disclosure as the occasion requires, in the knowledge that we cannot ensure the recipient of any such information will also treat it confidentially.

Our obligation of confidentiality does not apply to information about you, your business and affairs if:

- The public has access to it (other than through us breaking our obligation); or
- We already had the information before we worked for you; or
- Another person or organisation, with full authority, has given it to us.

We may make our file about your case available to an external auditor (for quality standards assessment) under the following conditions.

- The auditor has agreed in writing to keep the contents of your case confidential.
- The auditor has agreed in writing to only use your file to assess our performance against quality standards or compliance with our relevant professional obligation.
- We will not allow the auditor to take our file off our premises or to take any copies of documents.

We may make documents and correspondence from your case available to the Solicitors Regulation Authority, or someone they have chosen, for them to assess the progress of our trainee lawyers.

In order to protect your interests, we cannot act or continue to act in circumstances where there is a conflict of interest, except in limited circumstances. The rules regarding conflicts of interest are complex. In simple terms, a conflict of interest occurs in two situations: firstly, where we owe separate and/or distinct duties to two clients and these duties conflict or there is a significant risk that they will conflict; secondly, where your interests conflict, or there is a risk that they will conflict, with our interests.

There are limited exceptions which may allow us to act. If a conflict of interest arises during our dealings with you we will discuss the position with you and determine the appropriate course of action.

## Identity

Regulatory and professional guidance given to law firms imposes a significant onus upon us to adopt and operate a comprehensive anti-money laundering policy. **\*Please see list below, of the documents required for proof of identity.** Before we can proceed with your work, we may need to verify your identity to comply with this policy. We are entitled to refuse to act for you if you fail to do so. We may arrange to electronically verify your identity by checking the details you supply against specific databases accessed by a data base agency. It is quick and efficient. You are deemed to give us your consent to disclose details of your identity for this purpose unless you tell us otherwise. The cost of any such search will be charged to you. The amount charged would be £10.00 plus VAT for each name. For corporate clients this will extend to the key instructing director or shareholders as appropriate and in probate matters to executors and trustees. We are required under Anti Money Laundering Regulations to retain the data and periodically refresh it.

**List of documents required for proof of identity:**

- Valid Passport/Driving Licence containing your

photograph

And any two of the following (being not more than 3 months old):

- Two Utility Bills
- Bank Statement
- Council Tax Bill

## Publicity

When your case is completed, we might like to publicise our involvement in it, subject to your consent.

## Key dates

Unless we have agreed otherwise with you, we are not responsible to log, diaries and remind you of key and/or important dates which may require action by you. These are your own responsibility and you should ensure you have adequate systems to ensure they are not missed and/or overlooked. This also applies to key dates which are dependent upon external factors and/or events of which we may not be aware. However, this does not apply to any key dates which are directly covered by your instructions to us and which fall within the scope of our work for you.

## File storage

We will store details and other papers relating to your matters other than the papers you ask us to return to you for such time as we judge reasonable or for such time as we are required by law to do so, whichever is longest. This is usually at least six years.

Files or papers may be preserved by means of image processing or digital means. If we do, we may destroy the hard-copy documents. We shall dispose of files or papers at the expiry of the relevant storage period in accordance with our office procedures. This does not apply to the storage of documents such as title deeds and similar items which we agree to retain in safe custody until we notify you otherwise. Our liability for loss or destruction of such document shall be limited to the reasonable cost of replacement or reconstitution and not to any consequential loss or other indirect losses.

We charge a fee of £100+VAT for retrieving stored papers or deeds in response to new or continuing instructions to act for you. However, we reserve the right to make a charge based on our current hourly rates for the time we spend reading papers, writing correspondence and/or carrying out other work necessary to comply with your instructions. In all other circumstances, if you request the return of stored files or papers, we reserve the right to charge a fixed amount of £250+VAT to retrieve and review the papers.

## Regulation, equality and diversity

We have to adhere to the rules of the Solicitors Regulation Authority in our relationship with you. This means that such rules take precedence over any other terms in this agreement in the event of conflict.

Our practice is committed to promoting equality and diversity in all of its dealings with clients, third parties and employees, and is required to produce a written equality and diversity policy.

## Disclosure and sharing of commissions

We will disclose to you any commission which we are entitled to receive on any work effected by us on your behalf. By agreement with you, we will normally either:

- Pay the commission to you and charge a full fee for our services;
- Take the commission into consideration when rendering our bill; or
- Retain or share the commission in lieu of fees.

In the unlikely event that we do not reach agreement with you, we will apply the first option above.

Unless we agree otherwise with you, we will pay you any commission that any other person or company pays us resulting from your case.

When we act for you, we may receive money on your behalf. If we do, we will pay you interest on that in line with our professional conducts rules and regulations.

## Fax transmissions and post

Transmissions via fax and/or post are not an entirely confidential method of communication.

You are responsible for ensuring that, when fax and/or post are used as a method of communication, the necessary safeguards are in place at the receiving point to maintain the confidentiality of the items sent to you.

## Email and Internet

We may communicate with you in relation to the work being carried out by us by email unless you specifically request that we must not do so.

Please note that emails and any attachments sent to you will not have been encrypted. They may therefore be liable to be compromised. Please also note that it is your responsibility to scan an email and attachments for viruses. Viruses and compromises of security are inherent risks in relation to email.

We do not, to the extent permitted by law, accept any liability (whether in contract, negligence or otherwise) for any virus infection and/or external compromise of security and/or confidentiality in relation to transmissions sent by email.

If you use any online internet service provided by us you agree and accept that it will be provided, in addition to the terms of these Conditions of Business, subject to the conditions of business relevant to that service which will be available to be accessed at the relevant website.

We have no control over the Internet or telecommunications systems; We cannot guarantee to you that whoever receives any electronic communication that we send on your case will receive it within a reasonable time, if at all.

We do not accept responsibility if:

- You or anyone else changes any electronic communication that we send about your case after we send it;

- We do not receive any electronic communication that anyone (including you) sends to us about your case;
- We do not receive, within the relevant time, any urgent electronic communication that anyone (including you) sends to us about your case; or
- Anyone changes any electronic communication sent to us about your case before we receive it.

The networks we use to send electronic communication do not guarantee their security or delivery standards. As a result, we cannot give you any guarantees about these matters.

If you are concerned about the security and confidentiality of using electronic communication, please discuss this with us. We may be able to use password-protected attachments or codes.

## Telephone calls

You acknowledge that we are required by law and/or regulation to record certain telephone calls made by and to us. Any such recording may not be limited to calls made by or to you but may also include calls with persons that we are required to communicate with as a consequence of your instructions. You agree to such recording. All such recordings shall comply with applicable law and regulation including with respect to informing callers that a recording may be made.

## Data protection

We and you agree that we shall both comply with all applicable laws relating to the protection of personal data in effect from time to time (together, Data Protection Laws), in each case to the extent it applies to each of you and us. In this section, the expressions 'process', 'personal data', 'data processor' and 'data subject' have the meanings given in Data Protection Laws.

Under the Data Protection Act 1998, we have given the Information Commissioner formal notice that we handle personal information under that Act. As part of providing our services to you, and because we have to follow the Money Laundering Regulations, we may need to reveal personal information about you to other people. It is impossible to list everyone this includes because this will depend on the nature of your case. However, examples might include:

- The court;
- Other people who are involved in your legal action;
- Experts;
- Barristers;
- Legal agents or inquiry agents; or
- Any other service providers.

Where you supply us with personal data or instruct us to obtain personal data (Supplied Personal Data), you agree that we may process that personal data as data controller or as data processor depending on which processing activities we are undertaking as part of your instructions.

The types of Supplied Personal Data that we may process on your behalf as data processor include the names, email addresses and telephone numbers of your employees, your customers and potential customers (and their employees), your suppliers and potential suppliers (and their employees) and natural persons who have caused you, or to whom you may have caused, loss or damage together with details of any dispute or query you may have with any of those people. Any additional types of Supplied Personal Data may be identified in the Letter of Engagement.

You warrant that:

- All Supplied Personal Data provided by you or on your behalf has been lawfully obtained;
- All necessary consents and data processing notices have been provided in relation to the processing of the Supplied Personal Data;
- You will not do or omit to do anything which will place us in breach of any Data Protection Laws; and
- You are lawfully entitled to provide, ensure the provision of or authorise us to obtain (as the case may be) the Supplied Personal Data for the purposes envisaged by your instructions to us (if necessary, we can provide additional advice to you about this).

To the extent that we are processing the Supplied Personal Data as your data processor, the purpose of that processing is so that we provide legal services to you in accordance with your instructions. We shall:

- Process the Supplied Personal Data only in accordance with your instructions (provided those instructions are within the scope of our Letter of Engagement) unless otherwise required by law or any regulatory body (in which case we shall, where permitted, inform you of that legal requirement before processing)
- Not transfer or allow the transfer of the Supplied Personal Data outside the European Economic Area other than as permitted by Data Protection Laws, as required in order to carry out your instructions or as authorised by you;
- Ensure that persons authorised to process the Supplied Personal Data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality;
- Implement such security measures as required to enable the Supplied Personal Data to be processed in compliance with Data Protection Laws, including:
  - a. Ensuring that access to the Supplied Personal Data is limited to our personnel who have a reasonable need to access it to enable us to perform our obligations and limit that access to those parts of the Supplied Personal Data necessary for those purposes; and
  - b. Taking reasonable steps to ensure the reliability of any of our personnel who we allow to have access to the Supplied Personal Data and to ensure that all those personnel are informed of the confidential nature of the Supplied Personal Data and are aware of our obligations relating to it;
- Notify you without undue delay on becoming aware of a loss, or unauthorised access, disclosure or alteration, of any of the Supplied Personal Data and cooperate with you to resolve that issue; and
- At your expense, provide the assistance that you may reasonably require to help you to comply with your obligations to keep the Supplied Personal Data secure, allow you to inform a regulatory authority or data subject of a personal data breach, conduct a data protection impact assessment, consult with a regulatory authority regarding the processing of Supplied Personal Data or respond to requests made by data subjects under Data Protection Laws.

You authorise us to appoint sub-processors from time to time provided that we notify you of any intended changes concerning the addition or replacement of other sub-processors and we impose on any sub-processor (and ensure any sub-processor's compliance with) the terms in this section as if the processing being carried out by the sub-processor was being carried out by us (and we will be responsible for the acts and omissions of those sub-processors as if they were our own acts and omissions).

Whilst we are carrying out your instructions we will (on your written request): provide written details of our data processing activities in respect of Processed Personal Data; and on reasonable notice allow you to audit our compliance with the terms in this section (subject to any reasonable requirements or

restrictions that we may impose to safeguard the personal data we hold on behalf of other clients or to avoid unreasonable disruption to our business).

In some cases, we may have a legal duty to release information about you. If we have to release personal information about you as part of the work that we are providing to you, we will only release what is reasonable and appropriate. Please ask us if you are concerned about this.

If we set up a company for you, we may have to release personal information about you to the companies that set it up and who provide director and secretarial services. As a result, we may need to release personal information about you to our IT service providers so they can maintain our IT systems, such as our electronic filing data.

At the end, or on termination, of your instructions we will return or delete all Supplied Personal Data (and delete any copies, except to the extent retention is required by law, for our reasonable record keeping requirements or to perform post termination obligations). The terms in this section will continue to apply for so long as we retain and process any Supplied Personal Data after termination.

We would like to keep you up to date with information about us, our services, events and legal developments and issues that might interest you. Occasionally, we might also want to tell you about services, products or events other companies offer. If you do not want to benefit from this please let us know.

## Use of file sharing services

We acknowledge that we may from time to time be required by you to take information from file sharing sites. Whilst these sites are a useful means of disseminating information, the confidentiality of data held in them is commonly not guaranteed or not backed by sufficient guarantees. We are therefore of the view that whilst we may download data from these sites, we should not upload any documentation or communication regarding your matter to any of these sites. If, nonetheless, we are specifically required by you to use file-sharing sites to upload any documentation or communication, you waive your rights to the confidentiality of client communications in respect of that documentation or communication.

## Money laundering

Since the beginning of 2002 there has been extensive new law designed to prevent money laundering. Under this law, we have a duty to report any financial transactions which we regard as suspicious. It is important that you are aware of this.

If the matter you are instructing us on involves the movement of money or other property through this Practice directly or through another party we have to be satisfied that the relevant transaction is legitimate. This is a legal requirement and it may be necessary for us to ask you a series of questions touching upon your own identity, place of residence and the source of any relevant funds. We are sorry we have to undertake this level of enquiry, but we do not have a choice. Failure to discharge our anti money laundering obligations carries the potential criminal sanction on us of imprisonment.

The Proceeds of Crime Act 2002 ("The Act") creates a number of offences relating to the proceeds of crime which you should be aware of when you instruct us. The proceeds of crime are any monies/property/assets which have arisen as a result of any crime. These include, for example, monies (however low in value), saved as a result of tax evasion or benefit fraud, whether that money has been saved or spent.

If we become aware or suspect the existence of the proceeds

of crime in your case (whether from you or from any other person), we may have to report the irregularity to the Serious Organised Crime Agency (SOCA). We may have to stop working on your matter until SOCA give us consent to continue and not tell you why. Neither the Practice nor our lawyers accept liability to you for any loss or damage caused by that delay. SOCA may withhold permission for us to continue with the case. SOCA can pass the information received to any relevant body such as HM Revenue and Customs and an investigation may take place at any time in the future. Privacy is lost if SOCA find evidence of money laundering and we can discuss the matter with other people, showing them your letters, e mails, phone call records and so on.

It follows from the above that if you have any concerns about irregularities in your financial position you may wish to seek specialist accountancy or welfare benefits advice to correct those irregularities. We strongly recommend that you do this before proceeding further. Please note that accountants are also required to comply with the provisions of the Act.

It is important you are aware that we may have a legal duty under the Act to report known or suspicious circumstances without telling you. This overrides the duty of Solicitor/client confidentiality and it can have serious consequences for you. In rare situations, you may subsequently find that you then become subject to a HM Revenue and Customs investigation or benefits investigation and/or criminal proceedings.

Circumstances may arise where we have to approach you to seek your permission to report certain matters to SOCA. For instance, we may take the view that, by proceeding further with your case (without permission from SOCA) we could be assisting in the commission of a money laundering offence. There are criminal sanctions on us in doing so. If you refuse such permission, we reserve the right to terminate your instructions, in which event; you will be liable for all our fees and expenses incurred up to the date of such termination.

Although we are, of course professionally and legally obliged to keep all communications between us (and all work done on your behalf) confidential, in certain circumstances all solicitors are required by statute to make a disclosure to the National Crime Agency where they know or suspect that a transaction may involve money- laundering or terrorist financing. They are prohibited from notifying you of the fact that a report has been made. By instructing us in any matter, you consent to our disclosure to that agency of such information as may be necessary pursuant to anti money-laundering procedures. We accept no responsibility or liability arising directly or indirectly from requirements and obligations of anti- money laundering and anti-terrorist legislation or from our compliance with requirements of any authority in respect of that legislation.

In order to avoid such a situation arising, therefore, it may be necessary for us to ask questions about matters which it might appear to you we do not need to know, such as the source of the funds required for a transaction. If you were unwilling to answer such questions, we might have to decline to accept your instructions.

## Liability for charges

Where we are instructed on behalf of partners, trustees or a number of clients in connection with a matter of project, unless otherwise agreed instructions are accepted on the basis that liability for our charges is joint and several. Similarly, where we are instructed on behalf of a private limited company or non – UK company, unless otherwise agreed instructions are accepted on the basis that the directors of the company assume joint and several liability for our fees should the company default for any reason.

In some circumstances, you may have a right of recovery or indemnity against a third party in respect of all or part of our invoices, but we are not permitted to issue VAT invoice in

respect of services provided to you to any person other than you in any circumstances, and you remain liable to us to pay our invoices notwithstanding such a right.

## Public Funding

We do not undertake public funding (formerly legal aid) work but it is important that you are aware of Public Funding. Public Funding is useful to a litigant because if he loses, his liability is limited to his means – tested contribution, and it is unlikely the Court will allow the victor to recover any costs against him. Public Funding is not free. In most cases, it is only a loan, repaid from any recovery made from the action. If the assisted party succeeds and recovers or preserves any asset (Except for some exemptions for maintenance and family proceedings), it is subject to a “statutory charge”.

The statutory charge operates to put the recovery or the preserved asset towards payment of the assisted party’s legal costs first, and the assisted party only gets the net balance (if any) – often much later because of the time taken in quantifying the final costs. If the money is recovered, it has to be paid to the assisted party’s solicitor who has to pay it into the Public Fund who carry out the accounting and pay out the balance.

The Legal Aid Agency has no power to reduce or waive the effect the statutory charge. If a home is involved, it is sometimes possible to delay payment, but the statutory charge then operates like a mortgage and attracts interest until everything is repaid on sale.

For more information please go to the LAA website [www.gov.legal-aid](http://www.gov.legal-aid) or telephone them directly on 0300 20 2020

## Invalid terms

If any of these terms is, or at any stage in the future becomes invalid, illegal or cannot be enforced in law, it will not affect the other terms which will stay in force.

## Regulation

We are authorised and regulated by the Solicitors Regulation Authority, as our designated professional body, to conduct non-mainstream investment business. Where we provide services to you which are subject to such regulation, additional terms governing the provision of those services will be supplied to you separately if necessary. Details about the Solicitors Regulation Authority can be found on their website [www.sra.org.uk](http://www.sra.org.uk).

We are governed by the SRA Code of Conduct which can be accessed at [www.sra.org.uk](http://www.sra.org.uk).

We are not authorised by the Financial Conduct Authority. However, we are included on the register maintained by the Financial Conduct Authority so that we can carry on insurance distribution activity, which is broadly the advising on, selling and administration of insurance contracts. This part of our business, including arrangements for complaints or redress if something goes wrong, is authorised and regulated by the Solicitors Regulation Authority. The register can be accessed via the Financial Conduct Authority website at [www.fca.org.uk/firms/financial-services-register](http://www.fca.org.uk/firms/financial-services-register).

## Force Majeure

We shall not be liable to you or be deemed to be in breach of the Contract by reason of any delay in performing or any failure to perform any of our obligations in relation to the Services if the delay or failure was due to any cause beyond our reasonable control including without limitation, acts of God, fire or accident, civil disturbance, strikes, lockouts or other industrial actions or trade disputes, pandemic. (Whether involving employees of the Company or of third party).

## General

Bright Legal Solicitors Limited is a private limited company, incorporated in England and Wales under the Companies Act 2006. Any references to a "Partner" in any communication from Bright Legal Solicitors Limited should be taken to refer to a director or other senior employee of Bright Legal Solicitors Limited. We use the term "Partner" as a title for certain senior employees because it is a term with which people are familiar in the context of legal practices. However, this is just a title and it does not indicate that all or any of the shareholders, officers and/or employees of Bright Legal Solicitors Limited are carrying on business in partnership for the purposes of the Partnership Act 1890 and "Partners" do not have joint and several liability. All contracts entered into and/or advice provided in relation to our business by individuals who are shareholders, officers, employees, agents or consultants of Bright Legal Solicitors Limited are entered into and/or provided on behalf of Bright Legal Solicitors Limited and not such individuals personally. It is a condition of our engagement (subject to any relevant statutory provision limiting our ability to do so) that you will not bring any claim in respect of any loss, liability or damage against any of the shareholders, officers, employees, agents and/or consultants of Bright Legal Solicitors Limited.

It may be necessary from time to time to amend our terms. If we do change these terms, we will write to tell you wherever possible. Your continuing instructions to us will amount to acceptance of our terms.

We reserve the right to assign our rights and/or obligations under our agreement with you to any business which is a successor to our current business.

Unless otherwise agreed, these Terms of Business apply to any future instructions you give to us.

Your continuing instructions in this matter will amount to your acceptance of these Terms of Business and any accompanying Letter of Engagement. Even so, we may ask you to sign, date and return to us the Letter of Engagement which accompanies these Terms of Business.

## Jurisdiction

The arrangements between us (whether contractual or non-contractual) are governed by the laws of England and Wales. We both agree to submit to the non-exclusive jurisdiction of the English courts in the event of any claim or dispute (whether contractual or non-contractual).

These Terms of Business are important. Please keep them in a safe place for future reference.