brightlegal solicitors

Terms of Business

Contents

The purpose of this leaflet is to confirm the arrangements between us and your continuing instruction will amount to your acceptance of these Terms & Conditions of Business

Also available in large print upon request

Introduction

We, Bright Legal Solicitors, are a limited liability company, registered in England and Wales, company registration number 05685856 and our registered office is at 73A London Road Leicester LE2 0PF.

We are authorised and regulated by the Solicitors Regulation Authority. You can find a copy of the SRA Standards and Regulations, which includes the SRA Codes of Conduct, at www.sra.org.uk. Our SRA authorisation number is 608103

Our VAT registration number is 207851116.

We offer a full range of legal services. You can find out more by visiting our website at https://brightlegal.co.uk/.

Definitions

Phrase	Meaning
Consumer	as per s2(1) Consumer Rights Act 2015, a person acting for purposes which are wholly or mainly outside their trade, business, craft or profession.
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 email or a text message or a multimedia message.
E-facilities	this term has the meaning set out in clause 7.2 below.
Lawyers	the staff who carry out legal work including solicitors, trainee solicitors, legal executives, paralegals, chartered planners and legal and administrative assistants. We refer to them as lawyers no matter what their qualifications.
We, us	Bright Legal Solicitors

1. Your instructions

1.1. We will take your instructions on your particular case and give you advice according to English law. If we need separate advice on foreign law, we will first ask your permission to approach foreign lawyers, and the cost of the advice will then be an expense on your interim or final bill. If you do not tell us something that you know or ought to know is relevant to your case, we cannot be responsible for not giving you advice on that.

1.2. 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.

1.3. Unless we agree to a particular way of communicating with you, we will choose whether we contact you in writing, in person, by phone or by email or other agreed method of electronic communication. Usually, we will communicate with you by email and telephone.

1.4. 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 first agreed that with you in writing.

1.5. If you are a company, or a family, or any group of people or companies, we would not accept instructions to act for all of you if we thought there might be a conflict between your individual interests. If a conflict develops, or if we have a concern that a conflict may be developing, we will discuss this with you. Similarly, 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.

1.6. Unless we have agreed it separately with you, we will not be giving you tax advice on your case.

1.7. 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.

2. Members' liability

2.1. You agree that we (Bright Legal Solicitors) are acting for you. Our lawyers are not providing services on a personal basis to you — they are directors, employees or consultants of Bright Legal Solicitors.

2.2. No single director, employee or consultant accepts personal responsibility to you for any advice given to you or for work that we carry out for you. You agree that you will not bring a claim against any employee, consultant or member of Bright Legal Solicitors for services they provide on our behalf.

3. Our liability to you

3.1. If you instruct us as a Consumer, we do not accept that we have a legal responsibility to you for any of the following losses:

3.1.1. losses that could not reasonably have expected to result from our breach of duty;

3.1.2. losses not caused by us breaking our contract with you;

3.1.3. business losses, including losses you sustain in acting for the purposes of your trade, business, craft or profession; or

3.1.4. damages, costs or losses linked to the loss of use or corruption of software, data or information.

3.2. If you instruct us other than as a Consumer, we do not accept that we have a legal responsibility to you or to others in connection with your case for any:

3.2.1. consequential or indirect losses or expenses, special or exemplary damages;

3.2.2. loss of profit or lost opportunity, unless (a) you have instructed us to advise you or represent you as a claimant in a case and you have lost the opportunity of succeeding in that case as a result of our breach of duty or (b) you have instructed us to advise you in connection with a transaction or venture which you told us was specifically designed to achieve a particular profit or opportunity and your loss of profit or opportunity is the result of our breach of duty; or

3.2.3. damages, costs or losses linked to the loss of use or corruption of software, data or information.

3.3. Without prejudice to paragraphs 2.2, 3.1 and 3.2: If we are liable to pay compensation or damages to you (unless we agree separately with you in writing a different level of cover) we will pay you for any one claim ('one claim' defined as: (a) all claims against us arising from: (i) one act or omission; (ii) one series of related acts or omissions; (iii) the same act or omission, in a series of related matters or transactions; (iv) similar acts or omissions, in a series of related matters or transactions; and (b) all claims against us arising from one matter or transaction) no more than the sum of £3 million (three million pounds). This is the minimum level of insurance cover we have to provide to satisfy the Solicitors Regulation Authority.

3.4. Paragraphs 2.2, 3.1, 3.2 and 3.3 do not prevent you from bringing any claim against us for:

3.4.1. death or personal injury; or

3.4.2. fraud; or any other liability that we cannot exclude or restrict by law or under our professional regulations.

3.5. If you are a company, we are not responsible for advising your shareholders, directors or employees, unless we have specifically agreed to do so, in which case, the advice will be under a separate agreement with them.

3.6. We hold worldwide 'professional indemnity' insurance with Alchemy Underwriting Limited on behalf of Bridgehaven Specialty UK Ltd.

3.7. Each of our directors, employees and consultants is entitled to the benefit of these terms of business under the Contracts (Rights of Third Parties) Act 1999. However, we may change or end our contract with you without their permission.

3.8. Apart from what we say in paragraph 3.7, these terms of business cannot be enforced under the Contracts (Rights of Third Parties) Act 1999. This means nobody other than you, us or our directors employees, or consultants has any right to enforce or rely on any term of our contract with you.

4. Data protection and using data

4.1. Under data protection law we have given the Information Commissioner formal notice that we handle personal information.

4.2. We have to tell you about your rights under data protection law. Please see the Privacy Notice at the end of these terms of business.

4.3. As part of providing our services to you, 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:

4.3.1. the court;

4.3.2. other people who are involved in your legal action;

4.3.3. experts;

4.3.4. barristers;

4.3.5. legal agents or inquiry agents; or

4.3.6. other service providers (such as typing services or services we use to check your identity).

4.4. 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. Please also see paragraph 5.

4.5. 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.

4.6. We might also need to share personal information about you with companies or businesses that we control or are connected with us.

4.7. Some of our IT is managed by other organisations, which may process your information for us. As a result, we may need to share with them personal information about you so they can maintain and support our IT systems such as our electronic filing system.

4.8. 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. We will send you an electronic communication to identify whether you would like to receive that information from us in the future and if so what and how you would like to receive it.

5. Money laundering and terrorist financing regulations

5.1. As well as what we say about using your personal information in paragraph 4 above, we will also use any personal information about you for the purposes of preventing money laundering and terrorism.

5.2. Under the Money Laundering, Terrorist Financing and Transfer of Funds (Information on the Payer) Regulations 2017 ('Regulations'), in most cases we must identify and verify the identity of our clients and of other people such as directors or 'beneficial owners' (people who own or control a client).

As a result, we will do an independent identity check on you with another service provider, and we may ask you to show us some form of personal or business documents (as required by the Regulations) or to follow an online verification process. The service provider who carried out the check will record the fact that we have carried out a search and may also use the details from our search in the future to help other companies confirm people's identities. The provider may also reveal your information to a credit reference agency to confirm your identity. That agency may keep a record of the search, but they will not carry out a credit check and your credit rating will not be affected.

5.3. You must not send us any funds until we have confirmed that the necessary identification checks have been completed. If you or any relevant individual fail to provide the requested information promptly, this may result in delays to your matter. **We accept no liability for any loss or delay caused by your failure to comply with these requirements or by our legal obligations under the Regulations**.

5.4. We apply a charge for verifying your identity. If the process involves more time or complexity than usual, further charges may also be applied.

5.5. Solicitors must keep the affairs of clients confidential. However, we have a legal duty in certain circumstances to release information to the National Crime Agency (NCA) if we know or suspect that money laundering, terrorist financing or proliferation financing (providing funds or financial services that are used for producing, providing, having and using nuclear, chemical or biological weapons and their delivery systems) is involved. If this happens, we may not be able to tell you that your information has been passed on to the NCA and we may have to stop working on your behalf for a period without telling you why.

5.6. We are not authorised by the Financial Conduct Authority (FCA). However, because we are regulated by the SRA, we may be able to provide certain limited consumer credit services where these are closely linked to the legal work we are doing for you. This is because we are members of the Law Society of England and Wales, which is a designated professional body for the purposes of the Financial Services and Markets Act 2000. We are also not authorised by the FCA to provide investment advice services. If you need advice on investments, we may refer you to someone who is authorised by the FCA to provide the necessary advice. However, because we are regulated by the SRA, we may be able to provide certain limited investment advice services where these are closely linked to the legal work we are doing for you.

6. Complaints

6.1. We aim to offer you an efficient and effective service. If you have a complaint about our service or about your bill, please try and resolve it with the lawyer handling your case.

6.2. If you do not feel that he or she has dealt with your complaint satisfactorily, please contact the head of the department who is handling your case.

6.3. If you then feel that we have still not dealt with your complaint satisfactorily, please contact our Head of Complaints.

6.4. The names of the head of department and our Head of Complaints are in the letter we send to you to explain what we will be doing for you and how much we will charge you. (We call this a 'client contract'.) If you do not have your client contract, please write to Parvien Akhtar, Heads of Complaints, at 73A London Road Leicester LE2 0PF or email parvien@brightlegal.co.uk with details of your complaint.

6.5. When we receive your complaint we will let you know, within seven days, that we have received it. We will then investigate it and write to you in line with our complaints policy which you can find at https://brightlegal.co.uk/complaints-policy/.

6.6. If after that you are not satisfied with the way we have handled your complaint you may be able to ask the Legal Ombudsman to consider the complaint. This applies if you are an individual, a business with fewer than 10 employees, a charity or trust with a net income of less than £1m, or if you fall within certain other categories (you can find out more from the Legal Ombudsman).

6.7. Before accepting a complaint for investigation, the Legal Ombudsman will check that you have tried to resolve your complaint with us first. If you have, you must ordinarily take your complaint to them within six months of receiving a final response to your complaint from us, and within one year from the date:

6.7.1. of the act (or failure to act) which is the subject of your complaint; or

6.7.2. you should have known about the act (or failure to act) that your complaint is about.

6.8. If you would like more information about the Legal Ombudsman, please contact them.

Visit: www.legalombudsman.org.uk.
Call: 0300 555 0333 between 9am-5pm
Email: enquiries@legalombudsman.co.uk
Write: Legal Ombudsman, PO Box 6167, Slough SL1 0EH

6.9. The Solicitors Regulation Authority can also help you if you are concerned about our behaviour. This could be for things like dishonesty, taking or losing money or treating you unfairly because of your age, a disability or another characteristic. You can raise your concerns with the Solicitors Regulation Authority.

6.10. If you disagree with our bill for any reason, you must pay the part you do not disagree with within the credit period (please see paragraph 10).

7. Using electronic communications

7.1. You permit us to contact you by electronic communication. We will also use electronic communication as a way of communicating with others about your case.

7.2. We may also make portal or log-on based facilities available (Such as e-discovery services) which allow access to information relating to your case ('e-facilities'). You agree that by logging on or accessing any e-facilities made available, you are permitting us to contact you via those e-facilities as well as by electronic communication.

7.3. We will always take reasonable steps to ensure that the systems and networks we use for our electronic communications and our e-facilities are reliable, secure and functional. However, in using electronic communications and/or e-facilities and/or giving us permission as set out in paragraph 7.1 and/or paragraph 7.2 you should realise that we have no control over the internet or telecommunications systems and therefore:

7.3.1. we cannot guarantee that e-facilities will be available or accessible;

7.3.2. we cannot guarantee to you that when we send to you, or to a third party, an electronic communication, you or they will receive it within a reasonable time, if at all;

7.3.3. we cannot guarantee that we will receive, within a reasonable time, or at all, any electronic communication that anyone (including you) sends to us about your case;

7.3.4. we do not accept responsibility if anyone (without your authorisation) intercepts or changes any electronic communication sent to us about your case before we receive it;

7.3.5. insofar as we are able to choose the networks via which we send electronic communication we take reasonable steps to satisfy ourselves that they are secure and function. However, we cannot give you any guarantees about these matters; and

7.3.6. we take reasonable steps to ensure that our emails, and their attachments, do not contain viruses by using virus-checking software and services. However, we do not guarantee our email to be virus-free and strongly recommend that you check any email that we send to you for viruses before you open it.

7.4. If you are concerned about the security and confidentiality of using electronic communication, please discuss this with us. We may be able to use or facilitate use of password-protected attachments or codes, or secure data-transfer services, but these may attract a fee

8. How we charge

8.1. We charge for our time and expertise.

8.2. Normally we work out our charges based on the time that our lawyers spend working on your case.

8.3. We record the time that we spend working on your case in units of six minutes so that there are 10 units for each hour. For each unit of time that we record, we describe it as a type of activity, for example, sending a letter or receiving a phone call. We record all the time that we spend working on your case including:

8.3.1. reading and preparing;

8.3.2. meeting you or others (including our other lawyers);

8.3.3. travelling to and from meetings with you or with others;

8.3.4. sending and receiving communications to and from you and others; and

8.3.5. acting on your behalf.

8.4. 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.

8.5. In working out our charges, we may also take into account other factors, such as how complicated or urgent the case is.

8.6. At the beginning of a case we will tell you which lawyer, or lawyers, will deal with your case and their hourly charging rates.

8.7. 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.

8.8. 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 (see paragraph 23). In some cases, we might also agree to do set amounts of work in return for a fixed charge each year.

8.9. We will give you an estimate of our charges but it can only ever be a guide. It may also only relate to the first stage of the work we will do for you. Our actual charges may be more or less than our estimate. Any estimate that we give you is not a binding quote unless we agree with you that it is. If we do agree a quote with you, it will be based on your specific instructions. If your instructions or the circumstances of your instructions change, we may give you an extra quote or estimate or charge you for the amount of extra time that we spend. Unless we say otherwise, we will charge you VAT on top of any estimate or quote that we give to you.

8.10. Where relevant, we will charge you VAT at the appropriate rate as at the date of our bill on our charges and on any expenses that we pay or agree to pay while acting for you.

8.11. We will try to keep you regularly informed about the level of our charges and we will let you know about any changes in circumstances that will affect information we have previously given to you about our charges.

8.12. We may charge you for any work that we do not complete (for whatever reason).

8.13. We may ask you to pay our charges up front.

9. Disbursements, undertakings and expenses

9.1. 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, fees to register a trademark, valuation fees, commissioners' fees, courier fees, stamp duty, stamp duty land tax, land registry fees, fees related to use of e-facilities and barristers' fees.

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

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

9.4. If we do not ask you to pay us up front for disbursements and we pay them on your behalf, we will either send you a bill for those disbursements (which you must pay when you receive it) or include the disbursements on the interim or final bill (see paragraph 10).

9.5. If we are asked to give a costs undertaking on your behalf and you agree that we are to provide that undertaking, we may use funds you provide on account, or funds from your associated case in respect of that costs undertaking. You irrevocably consent to us using those funds for the purpose of complying with that undertaking once we have given that undertaking in accordance with your instructions.

9.6. We will also charge you for certain other expenses and services that we provide for you, which we will list under 'Our Professional Fees' on your bill. The amount we charge will be either the actual costs to us or an amount calculated at a rate which will include a fee for us carrying out the work for you. These expenses and services might be for photocopying and scanning documents for you, our travel and subsistence (meals and so on) expenses, fees for making electronic payments, fees for providing electronic signatures, and our fees for forming a company for you.

10. Bills

10.1. We will send you bills during the time we are acting for you. We call these 'interim bills'. We will usually send you an interim bill each month, but we may leave longer gaps between them. Any interim bill is a bill just for the work we have completed for you or will be doing for you. We will carry forward to a future bill any unbilled work which we have agreed with you. At the end of your case, we will send you a final bill which will cover the work we have done for you since the date of the last interim bill and any work we have agreed to do.

10.2. You must pay our interim and final bills as soon as you receive them, unless we write to tell you that a different payment date applies. If you do not pay us within 30 days, we may charge you interest under the Late Payment of Commercial Debts (Interest) Act 1998 ('Act') (where the Act applies) on the amount that you have not paid, together with fixed sum charges and reasonable costs of recovery permitted under the Act. The Act currently allows us to charge you (if applicable) interest of 8% above the base lending rate of the Bank of England. Please also read paragraphs 10.11 and 12.2 regarding other rights we may have to claim interest and charges relating to unpaid bills.

10.3. You must pay our bills without taking off or withholding any amount for any tax, unless you have to do so by law. If you need to take off or withhold an amount you must make sure that the money received by us is enough to pay the full amount of our bills.

10.4. If you and another person or company give 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.

10.5. 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.

10.6. 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.

10.7. 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.

10.8. In residential property transactions, different conditions apply to paying our bills and paragraph 24 sets these out.

10.9. If you disagree with the amount of any of our interim or final bills, you have a right under the Solicitors Act 1974 to ask the court to assess our bill. You must do so within one month from the date we deliver the bill. If it is after that but before 12 months from the date the bill is delivered, you will have to ask the court's permission for the bill to be assessed. Unless there are special circumstances, the court will not usually order a bill to be assessed after:

10.9.1. 12 months after the bill has been delivered;

10.9.2. a judgement has been made to recover the costs under the bill; or

10.9.3. the bill has been paid, even if this is within 12 months.

10.10. You may also have the right to object to your bill by complaining to the Legal Ombudsman (see paragraph 6 above) although the Ombudsman may not deal with your complaint if you have asked the court to assess your bill (see paragraph 10.9).

10.11. If you do not pay all or some of our bill, we may be entitled to charge you interest on the unpaid amount under article 5 of the Solicitors' (Non-Contentious Business) Remuneration Order 2009.

10.12. If you do not pay our invoice within 28 days we may refuse to act on your behalf and not carry out any further instructions.

10.13. Statute / Finality of Bills under the **Solicitors Act 1974**. Unless we expressly agree otherwise in writing, **each interim bill** we issue shall be a **final statute bill** for the work and expenses it covers, in accordance with section 69(2) of the Solicitors Act 1974. Each such bill will be signed by us (or by an authorised employee) and delivered to you electronically, to the person who is responsible for payment. Once delivered in compliance with those requirements, each statute bill is final for the relevant period and may not be altered later for that period. This does not affect your right to request assessment of any such bill under paragraph 10.9.

11. Currency

11.1. Unless we agree that a different currency will apply, our bills will be in pounds sterling. You must also pay us in that currency. If we agree with you that our bills will be in another currency, or that you can pay our bills in another currency, you must make sure that the money you send us is enough to pay the amount in full after the exchange rate conversion. The exchange rate that will apply will be the rate on the day that you pay the bill.

11.2. If there is a change in the exchange rate and, as a result, there is a shortfall in the money we hold for you, you will have to pay the shortfall immediately. This may apply when we hold money for you:

11.2.1. that is in pounds sterling but that needs to be paid out to you or another person in a different currency; or

11.2.2. that is in a currency that is not pounds sterling but that needs to be paid out to you or another person in pounds sterling.

If the money we hold for you increases as a result of a change in the exchange rate, we will pay you the increase.

11.3. You must pay us the bank charges which we have to pay for the currency conversion.

12. Our policy on credit

12.1. If you do not pay any of our bills on time, we may:

12.1.1. take legal action against you to get back the amount you owe on an interim bill or a final bill (this may include us instructing a collection agent);

12.1.2. stop working on any case for you; and

12.1.3. keep your documents and papers and our papers until you have paid all money that you owe us.

12.2. If we take legal action against you as described in paragraph 12.1, we will claim interest from you on any sums you owe us at an annual rate of 8% above the base lending rate of the Bank of England. We will also claim against you the costs we incur in connection with the proceedings.

13. Commission

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

13.2. 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 the Solicitors Regulation Authority regulations.

14. Receiving, holding and paying money

14.1. If we receive money relating to your case from an unexpected source, we may have to carry out some additional checks. This may cause a delay in the work we are doing for you. We may charge you for those checks.

14.2. Money we hold for you in a client account belongs to you. If the bank we use to hold your money fails, your claim is against the bank and not against us or any of our directors, employees or consultants. We do not have any responsibility to you for any losses you suffer as a result of a failure of the bank.

14.2.1. If you are an individual, small business or small company, you may be entitled to compensation under the Financial Services Compensation Scheme (FSCS). The FSCS limit is currently £85,000 per eligible person, per authorised institution. It is your responsibility to consider how this limit applies to you, particularly if you hold other personal or business funds in the same bank. Further information about the FSCS can be found at www.fscs.org.uk

14.3. When we have completed the work we are doing for you, received all money relating to your case, and deducted all amounts due to us and others in connection with your case, if there is less than £5 remaining if you are a Consumer, or otherwise £25 remaining we will pay the remaining amount to charity. If you do not want us to do that, please let us know and we will send the money to you.

14.4. Client Interest Policy: We will pay a fair sum of interest to clients or third parties on client money we hold on their behalf.

14.4.1. We will not pay interest: (a) on money we are instructed to hold outside a client account in a manner that does not attract interest, e.g. cash held in our safe; (b) where the amount of interest is less than £50; (c) where we agree otherwise, in writing, with you or the third party for whom the money is held.

15. Insurance

15.1. We have professional indemnity insurance giving cover for claims against us. It is a condition of our professional indemnity insurance that we notify our insurer and/or broker of any circumstances which may give rise to a claim against us. In doing so, we may disclose documents and information to our insurer, broker and insurance advisers on a confidential basis. Our insurers and brokers are contractually obliged to keep all information we pass to them strictly confidential.

15.2. 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.

15.3. If you have a relevant insurance policy, you are responsible for our fees in line with paragraph 10 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.

15.4. 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.

16. When you stop giving us instructions

16.1. You may stop instructing us at any time and for any reason if you let us know in writing.

16.2. We may stop acting for you if we have good reason to do so and if we write to you to tell you that we are no longer acting for you. Examples of some of these good reasons include:

16.2.1. 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;

16.2.2. if the rules and regulations governing how we operate mean we have to stop acting for you; and

16.2.3. if you fail to give us proper instructions.

16.3. If we stop acting for you, for whatever reason, you must pay all our charges, disbursements and expenses up until that time. We will keep all your papers and documents until you do this. If we have to take steps to remove ourselves from the court record, you must pay for that if it is because you have stopped instructing us. However, if we have stopped acting for you for good reason, we will pay for it.

16.4. If we stop acting for you, certain parts of these terms of business will continue to govern our relationship:
16.4.1. Clauses 2, 3, 4, 5, 6, 10, 12, 13, 14, 17, 18, 19, 20, 21, 25, 26, 27, 28, 29 and 30.

16.5. **The Consumer Contracts (Information and Additional Charges) Regulations 2013 right to cancel**. If you are a consumer (rather than a business client) and you have not attended our offices in person or we have not visited you, and you have entered into an agreement for our services then you may cancel the agreement within 14 days from the date of first instructing us, without any charge being made by us. You must give us notice in writing using our cancellation form. However, if you agree in writing that we should undertake work on your behalf before the end of the cancellation period, even if you cancel, you may still be required to pay for services supplied before the cancellation date. If you have instructed us by distance communication, then you may withdraw your instructions in writing to us within 14 days from first instructing us without any charge being made to you unless you have waived your right to cancel within the 14-day period.

17. Confidentiality and conflict of interest

17.1. We will keep all information about you, your business and affairs confidential at all times unless:

17.1.1. you tell us to release information;

17.1.2. we have to release information by law; or

17.1.3. we must release information because of the nature of the work that we are carrying out for you.

17.2. Our obligation of confidentiality in paragraph 17.2 does not apply to information about you, your business and affairs if:

17.2.1. the public has access to it (other than through us breaking our obligation in paragraph 17.1); or

17.2.2. we already had the information before we worked for you; or

17.3. another person or organisation, with full authority, has given it to us. Please read paragraphs 4, 5, 20 and 24.4.

17.4. Despite paragraph 17.1, we may make our file about your case available to an external auditor (see paragraph 20) under the following conditions:

17.4.1. the auditor has agreed in writing to keep the contents of your case confidential;

17.4.2. the auditor has agreed in writing to only use your file to assess our performance against quality standards; and

17.4.3. we will not allow the auditor to take our file off our premises or to take any copies of documents.

17.5. Despite paragraph 17.1, we may make documents and correspondence from your case available to the Solicitors Regulation Authority (or someone they have chosen) when it requires us to do so. This may be, for example, for them to assess the progress of our trainee lawyers or for them to investigate a complaint.

17.6. Despite paragraph 17.1, we may make your file about your case available to our current or any future 'professional indemnity' insurers.

17.7. Despite paragraph 17.1, we may need to make our file about your case available to other companies and businesses who we use, so we can deliver an efficient, cost-effective legal service to you. We make sure all companies and businesses we use keep to service agreements that are consistent with our legal and professional obligations, including relating to confidentiality. We hold those companies and businesses to high standards relating to privacy and data protection.

17.8. We provide our services for you alone. All communications between us and you are confidential and may also be protected by 'legal professional privilege' which means that you cannot be forced to reveal them to anyone else (even the court) except in very limited circumstances. We recommend that you do not reveal our communications and advice to anyone else. However, if you do reveal them you may lose the privilege or right of confidentiality in them.

17.9. Our professional rules say that we cannot act or continue to act for you if there is an actual or possible conflict between your interests and the interests of another of our clients or our own interests. If this happens, we may have to stop acting for you but we may continue to act for the other client.

18. Publicity

When your case is completed, we might like to publicise our involvement in it. We will, of course, discuss this with you first.

19. Storing files

19.1. After finishing your case, we will store files and any other papers about it, in hard copy or electronic form (or both), for:

19.1.1. whatever time period we consider reasonable in the circumstances; or

19.1.2. the amount of time we have to store them by law, whichever is longest

After this time, we will destroy them.

19.2. Paragraph 19.1 does not apply to any papers that you ask us to return to you (as long as you have paid all charges, disbursements and expenses due to us – see paragraph 12.1).

19.3. We will not destroy title deeds, wills and probates, original trademarks, registered designs or Companies House certificates or similar items or documents if you ask us to keep them in safe custody.

19.4. We will not normally charge you for storing documents or for retrieving stored papers or deeds if they are related to continuing or new instructions to act for you. However, we may make a charge based on the time we spend on producing stored documents for you or someone else if you ask, for reading papers, writing letters or other work or expenses we run up to follow your instructions.

20. External audits

20.1. To provide a high-quality service to you, we do our best to meet quality standards set by other organisations.

20.2. So that we can make sure that we keep to these quality standards, we will use an auditor to occasionally assess our performance.

20.3. When these audits take place, we need to allow the auditor to randomly choose a sample of files to audit. If the auditor chooses a file relating to your case, we will protect your confidentiality as described in paragraph 17.

21. Regulation

We have to keep to the rules of the Solicitors Regulation Authority in our relationship with you.

22. Cases involving legal action

22.1. If you are making a claim or defending legal proceedings that we are handling for you, please read this paragraph and paragraph 23 very carefully.

22.2. You are responsible for paying our bills whether you are successful in your case or not and even if the court eventually orders another person or company to pay or part pay your legal costs. The other person or company will not be responsible for paying the VAT part of your costs if you can recover that yourself.

22.3. In the UK, the court will decide which person should pay the costs of proceedings, unless both sides agree the amount that will be paid. The court will usually order the person who is not successful to pay the successful person's legal costs. More often than not the court will order the unsuccessful person to pay a percentage of the successful person's costs: it is unusual for a person to be able to recover all of the costs of proceedings. The percentage will depend on factors such as the conduct of the people involved and any offers that had been made to settle the case.

22.4. As a result, you should assume that, even if you are successful, you will have to pay towards your legal costs, over and above any amount of money that the other person has to pay to you. This is also because our hourly rates for cases involving legal action are often higher than the guideline hourly rates set by the court. If the other person has used public funding (what used to be legal aid), it is unlikely that they will actually pay you any amount towards your costs. Also, even if the other person is ordered by the court to pay or part pay your costs, they may not be able to do so.

22.5. If the court orders the other person to pay some or all of our charges, disbursements and expenses, we can sometimes claim interest from them from the date of the order until they pay. If you have paid our charges, disbursements and expenses up front, we will pay any interest that we recover directly to you. If you have paid our charges, disbursements and expenses after the case is dealt with, we will keep any interest that we recover.

22.6. If you abandon or discontinue the case you will probably have to pay the other person's costs.

22.7. If you are not successful in any legal action, as well as having to pay our charges, disbursements and expenses, the court will probably order you to pay a percentage (or potentially all) of the other person's costs.

22.8. 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 actual amount and for them to then pay you. We will expect you to have paid our charges, disbursements and expenses before you can recover them from the other person and regardless of whether you recover them.

22.9. 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 also for the court fee. The court might order the other person to pay some of these charges, disbursements and expenses.

22.10. You may have to pay some of the other person's costs at various points 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 i s not successful has to pay the other's costs within 14 days of the date of the decision.

22.11. In some cases, there are different rules about costs. Other than personal injury, most cases with a financial value under £10,000 are dealt with in the small claims court. Personal injury cases with a financial value under £1,000 are also dealt with in the small claims court. In cases before the small claims court, and also before an employment tribunal, it is rare that any order is made that a person who is not successful should pay the other's costs (other than fixed court costs and fees). You should not expect the other person to pay any of our charges, disbursements and expenses, even if you are successful.

22.12. 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. By doing so, you are confirming that as far as you know or believe, the facts that you have given us or the documents you have given us are true. If you sign the statement of truth without honestly knowing or believing that all of the information or documents you have provided are true, this could lead to the court making an order to put you in prison for contempt of court. 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.

22.13. During your case, it is likely you will have to pass and/or identify to the other person all documents that relate in any way to the issues in the dispute (including documents that harm your case) that you:

22.13.1. have in your possession; or

22.13.2. have had in your possession; or

22.13.3. keep with your accountants or bankers and so on.

22.14. Your obligation under paragraph 22.13 is a broad obligation to the court. The court gives a wide meaning to 'documents', which includes paper copies and electronic copies. It includes:

22.14.1. correspondence;

22.14.2. notes;

22.14.3. diaries;

22.14.4. electronic communications, such as emails, text messages and posts on social media;

22.14.5. documents stored electronically;

22.14.6. voicemails, voice notes, and audio and visual recordings;

22.14.7. documents that you may consider confidential;

22.14.8. documents that are stored on servers and backup systems, as well as electronic information that has been deleted; and

22.14.9. any other items that could support or damage your case.

22.15. Your obligation to release the documents under paragraph 22.13 is an ongoing obligation until the court proceedings are finished. This means that:

22.15.1. you must keep all relevant documents safe and you should not destroy any of them; and

22.15.2. we will need to review them during the course of the case. If you do not know whether documents are relevant, you should speak to the lawyer dealing with your case.

22.16. In family proceedings your obligation under paragraph 22.13 also covers assets you:

22.16.1. own;

22.16.2. have control over; or

22.16.3. have an interest in.

22.17. 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.

22.18. 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.

23. Conditional-fee, discounted-fee and damages-based agreements

23.1. For certain types of work, we may agree a 'conditional-fee', 'discounted-fee' or 'damages-based' agreement 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.

23.2. In a 'conditional-fee arrangement', we agree that we will aim to recover our charges, disbursements 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, disbursements and expenses. If the court decides against you, you will not have to pay our charges, disbursements and expenses.

23.3. In a 'discounted-fee arrangement', we agree that we will aim to recover our charges, disbursements and expenses for working for you from the other person in your case. If the court decides the case in your favour, or we can negotiate a settlement for you, the other person will pay our charges, disbursements and expenses. If the court decides against you, you will have to pay our charges, disbursements and expenses as set out in the discounted-fee agreement.

23.4. In a 'damages-based agreement' our charges, disbursements and expenses will be based on a percentage, that we will agree with you beforehand, of the damages that we can recover from the other person in the dispute. We may have a damages-based agreement with you as well as either a conditional-fee arrangement or a discounted-fee arrangement.

23.5. 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, disbursements or expenses.

23.6. 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.

23.7. If we start court proceedings for you and your case is not successful, you will have to pay the other person's charges, disbursements 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, disbursements 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, discounted-fee or damages-based agreement basis if you do not have insurance.

24. Residential property transactions

24.1. If you instruct us to sell, buy, place a legal charge on or lease a residential property, you need to read this paragraph 24. We may, however, agree something different with you, for example, for us to send you interim bills (paragraph 10.1).

24.2. For sales, before the sale completes we will send you a completion statement which will show you what our charges, disbursements and expenses are. We will then send you a bill on completion and take the amount you owe from the proceeds of the sale before we pay any proceeds to you. If the proceeds of the sale do not cover our charges, disbursements and expenses, you must pay the balance owed on completion. For purchases and leases we will send a bill for our charges, disbursements and expenses shortly before completion. You must pay this on completion.

24.3. 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.

24.4. 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.

25. Intellectual property

25.1. 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').

25.2. As well as paragraph 1.4, you may not, unless you have our permission:

25.2.1. release our confidential information or intellectual property to any other person; or

25.2.2. supply, pass on or otherwise commercially use our services.

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

25.3.1. you may only use these for the purposes for which we provide them to you in the first place; and

25.3.2. you may only use these for your own business or personal purposes and for no other reasons.

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

26. Changing these terms

If we make substantial changes to these terms, we will write to tell you.

27. Force Majeure

27.1. We will not be liable for any delay in performing or failure to perform any of our obligations to you if such delay or failure results from events or circumstances beyond our control including, without limitation, transport or communications failure; the consequences of riot, terrorist attack, or war; failure of our computer systems or of any third party computer systems upon which we rely; illness, disease or pandemic; damage to our premises or storage facilities by explosion, fire, corrosion, flood, natural disaster, malicious or negligent act or accident.

28. Assignment

28.1. You may not assign all or any part of the benefit of, or your rights and benefits under, the agreement of which these terms form part without our prior written consent.

29. 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.

30. Law

If there are any disputes between you and us, we both agree that the Courts of England and Wales will be the only Courts with the power to deal with the dispute and that English law will apply.

Privacy Notice

Privacy Notice

Data Protection Laws

Money Laundering Regulations

Bright Legal Solicitors
Bright Legal Solicitors, are a limited liability company, registered in England and Wales, company registration number 05685856 and our registered office is at 73A London Road Leicester LE2 0PF. We are regulated by the Solicitors Regulation Authority (SRA Authorisation Number: 608103)

We are registered with the Information Commissioner's Office (ICO), the UK data-protection regulator, and we will be the 'data controller' for the purposes of data-protection laws in relation to any personal information we hold about you.

We are fully committed to client confidentiality and protecting your personal information. We have appointed a member of this firm as our Data Protection Officer and representative for data-protection matters.

Parvien Akhtar

Email:
parvien@brightlegal.co.uk

Phone:
0116 2627857

We will need to deal with ('process') your personal information so that we can provide legal services to you. This privacy notice tells you what we will do with that information, and your legal rights in relation to it under the data-protection laws which may apply.

Your personal information – and why we need it

We will need to collect some personal information about you to form a solicitor and client relationship and so we can create and maintain proper records and provide our services. This information will include your:

- full name;
- date of birth;
- address (business and personal);
- email address;
- financial details; and
- phone number.

We will also need to gather other details about you that are relevant to the work you want us to do.

You must tell us if any of your details change, so we can make sure the information we have about you is accurate and up to date.

We collect and use your personal information to provide services to you. If you do not provide personal information we ask for, it may delay or prevent us from providing those services.

Data-protection laws say that we have to have a legal basis for processing your information. In most cases, we will only process your personal information:

- so we can carry out our contract with you, or to take any steps you ask us to before entering into a contract with you;
- as necessary to keep to any legal or regulatory obligations we may have (for example, to check your identity, which we need to do under anti-money-laundering laws); or
- where necessary in the legitimate interests of this firm or someone else, as long as those interests take priority over your own rights in the circumstances.

If none of these reasons applies, we may have to ask for your specific permission. If you give your permission, you can withdraw it at any time.

Depending on the type of case or the advice you need, we might also need to collect or handle more sensitive or 'special category' information about you, on matters such as your:

- racial or ethnic origin;
- genetic information;
- political opinions;
- identifiable physical, physiological or behavioural characteristics (such as your facial image or fingerprints);
- religious or philosophical beliefs;
- health;
- trade union membership;
- and sex life or sexuality.

We will:

- only collect or handle this personal information if we need to so we can deal with your case properly;
- ask you for your specific written permission to process this type of information; and
- tell you why and how the information will be used.

If we collect personal information about you from a source other than you (unless you already have that information, the law says we can't, or it is confidential), we will tell you:

- what that information is; and
- where it has come from.

If the information is wrong or incomplete, you will be entitled to ask us to correct it (see 'What are your rights?' below).

If we are allowed by law, we may use your details to contact you with information about our services or legal developments we think may interest you. You can tell us at any time not to send you these messages

Consent

If we have asked for your specific permission (consent) to have and use your personal information, you can withdraw that consent at any time by contacting the lawyer dealing with your case or by phoning us or emailing us.

- **Phone:** 0116 2627857
- **Email:** info@brightlegal.co.uk.

This will not affect any processing of your personal information which we have done before you withdraw your consent.

We will ask you some questions to check your identity, and to allow us to note in our records that you have withdrawn your consent.

If you want to withdraw your permission for receiving marketing communications, you can do that:

- using the 'unsubscribe facility' in the communication itself (emails);
- by emailing us on our web page at info@brightlegal.co.uk; or
- by contacting us using the above phone number or email address.

Children

If we are processing personal information for a child (under the age of 13 years), we will need the permission of the child's guardian. If the child is over 13 years, we will need the child's permission.

The lawyer dealing with your case will be able to discuss this with you in more detail if you want.

Sharing your personal information with others

We may have to pass on your personal information to other people or organisations to provide our legal services to you. These include:

- barristers;
- other solicitors we instruct to carry out work on our behalf;
- in legal proceedings – the court and others required by law or by the rules or order of the court;
- medical practitioners and specialists;
- other experts and professionals; and
- other trusted suppliers (such as our IT service providers).

Whenever possible, we will only share personal information with them on a confidential basis. If we do share information, we will keep to our ISO 27001 data-security standards.

Your personal information stored on our information systems may be seen by external providers of technical services, if they need access to those systems to fix a technical problem or support our business.

All our service providers must keep to confidentiality obligations agreed with them

The lawyer dealing with your case will be able to tell you when and with whom we will share your information.

We will never sell or share your personal information for marketing purposes.

Transferring your information to another country

If the work we are doing for you means we need to transfer your personal information to another country, we will discuss this with you beforehand.

We may sometimes have to give our technical service providers access to our information systems and the information stored on them, which may include your personal information. Depending on the circumstances, the people who get access to that information might be outside the UK and the European Economic Area. However, any access they have will be controlled by a contract which keeps to UK data-protection laws.

How long do we keep your information?

We will usually have to keep personal information even after we have completed the work you ask us to do. We will need to keep your personal information for different time periods, in line with policies in force at the time, to protect our legal interests and to meet our legal and regulatory obligations. How long we keep your personal information for will depend on the nature of your case, the type of services we provide and the purpose (or purposes) for which we collected the information. We usually keep information for at least six years after we have completed the work you asked us to do. You can ask the lawyer dealing with your case for more details about these specific periods.

What are your rights?

- Right of access – you have the right to ask for a copy of the personal information we hold about you.
- Right of rectification – you have the right to correct any information we hold about you that is not accurate or complete.
- Right to be forgotten – in certain circumstances, you can ask for personal information we hold about you to be erased from our records. (If we have another legal obligation to keep your information which would mean that we could not do this, we will explain that to you if you make such a request.)
- Right to restriction of processing – in certain circumstances, you might be able to restrict how we process your information.
- Right of portability – if we hold certain types of personal information about you, you may have the right to have it transferred to another organisation.
- Right to object – you have the right to object to certain types of processing, such as direct marketing.
- Right to object to important decisions being made about you, or anything about you being evaluated, by an automated process without any human involvement.

We will also send all of the above requests to anyone else we have shared your information with, and we will always try to respond to you within one month of receiving your request.

How you can complain

If you want to make a complaint about how we are processing your personal information, or you are not satisfied with how we have handled your complaint, you can raise the matter direct with our Information Officer, or with the ICO.

Bright Legal Solicitors Data Protection Officer:

Parvien Akhtar
73A London Road
Leicester
LE2 0PF

Phone: 0116 2627857
Email: parvien@brightlegal.co.uk

Information Commissioner's Office:

Website:
ico.org.uk/concerns/handling/

Cancellation Notice Form

Right to Cancel Your Legal Services Agreement

Client Details

Full Name:

Address:

Phone Number:

Email Address:

Details of Instruction

Date of Instruction:

Services Instructed:

Cancellation Statement

I hereby notify **Bright Legal Solicitors** that I wish to **cancel** my agreement for legal services entered into on the above date, in accordance with my rights under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013.

Acknowledgment of Work Undertaken (if applicable):

☐ I understand that I have agreed in writing to work being carried out before the cancellation period ended, and I may be liable to pay for services provided up to the date of cancellation.

☐ I have not agreed to any work being undertaken before the end of the cancellation period.

Client Signature: _____

Date: _____

Please return this completed form to:

Bright Legal Solicitors
73A London Road Leicester LE2 0PF
info@brightlegalsolicitors.co.uk