

Terms of business

Introduction

These Terms of Business, along with the Engagement Letter you will receive, form the contract between us. If there is any discrepancy between anything in the letter and the terms of business, then the letter will prevail over these Terms.

Where we say **you**, **yourself** or **your** in these terms we refer to the client identified in the engagement letter and where we say **we**, **us** or **our** we mean Bridger's Law Limited which is a limited liability company registered in England with Company Number 11739009. It has a director or directors all of whom are solicitors who are authorised and regulated by the Solicitors Regulation Authority. We also have support staff which may consist of secretaries, paralegals, trainee solicitors and other solicitors who are not directors. We work as a team and whilst various personnel may progress your matter they will be supervised by a solicitor with appropriate experience.

Our service to you

We will identify your objectives with you at the start of your matter and review them with you as required.

We will update you on the cost of your matter on a regular basis unless otherwise agreed with you such as when we are acting on a fixed fee.

Your matter will be dealt with by a lawyer or legal assistant who will be identified when you instruct us to act for you by name and job description. We will tell you who is supervising the matter and let you know of any changes to the people dealing with the work as and when they occur.

We will act for you as your legal adviser and you should make any decisions, through your other professional advisers or on your own, regarding the commercial or financial viability of the work. We will seek to provide clear advice, balancing the risk and benefits in working to achieve agreed objectives. We will not provide you with tax advice.

We will update you on whether the likely outcomes still justify the cost and risks associated with your matter whenever there is a material change in circumstances.

If we need to instruct external experts such as counsel, accountants or surveyors, we can only do so when you have paid those fees. We instruct the experts as your agent and the expert will be directly liable to you.

We advise on the law in England and Wales and EU law to the extent that it applies to your matter. We do not advise on Scottish or Irish law.

You must not rely on any draft agreement until it is finalised with us.

Our advice is confidential and is provided for you sole benefit and for the purposes set out in your Engagement Letter.

What we expect from you:

- You provide us with instructions which are clear and in good time.
- You provide all the relevant documentation as soon as reasonably possible
- Pay our fees and expenses as set out in the Engagement Letter as and when required
- Assist us in our obligation to comply with the Money Laundering Regulations.

Property

Where we act for you in relation to a property transaction it will be your responsibility to inspect the property inside and out paying particular attention to the boundaries, alleys, access ways or any rights of way. We will assume that there are no discrepancies unless you tell us otherwise. The plan must be checked to see that it aligns with the physical boundaries. All documentation must be checked and compared to the priory when inspecting it.

We shall not advise you on any of the following:

- The value of the property
- The suitability of a mortgage
- Stamp Duty Land Tax
- Any environmental liabilities.

We always advise that a full structural survey is obtained before purchasing a property.

Our fees

We will always see if we are able to agree a fixed fee with you at the outset. For the buying and selling of Residential property we will tell you what our fees are before you instruct us. Sometimes there are fees payable to other parties such as Managing Agents, Landlords or Freeholders. We will tell you what they are as soon as we know.

We are also entitled to charge for the following:

- Telegraphic Transfers at £50 plus VAT per transfer.
- Photocopying at 3p per black and white copy and 7p per colour copy
- Scanning and faxing

We will pay necessary disbursements (such as but not limited to: property, Companies House, Land Registry search fees, counsel, experts and courier fees) on your behalf but will require these to be paid to us before starting work on your matter. Usually when we receive the signed Engagement Letter and Terms of Business.

Before we are able to exchange contracts, we must have the full sum set out in your completion statement including our fees and the Stamp Duty Land Tax.

Matters such as family and criminal law may be divided into various fixed fees. We will make this clear in our Engagement Letter.

All fees are inclusive of VAT.

Termination

You can terminate your contract with us at any time throughout the running of the matter. We can keep all your papers and documents while there is still money owed to us for fees and expenses.

We can terminate the work where we feel that the relationship has broken down; or where you have not paid us on time or are not providing us with the instructions needed to carry out your work. We will give you reasonable notice of this.

In any case, we will bill you to the date of termination and our fees and disbursements must be paid in full within one month of the bill being delivered. We will not release any documents to you until the final invoice is paid.

Complaints

If you are unhappy with the way we are dealing with your matter, or with a bill, please raise the issue with the person doing the work for you or the supervising solicitor named in your engagement letter.

Our complaints procedure can be found on our website and a copy of it can be sent to you on request. You may be entitled to have your complaint dealt with by the Legal Ombudsman at PO Box 6806, Wolverhampton WV1 9WJ or at email enquires@legalombudsman.org.uk or telephone 0300 555 0333. Complaints must ordinarily be referred to the Ombudsman within six months of the date of our final written response. Any complaint must be referred to them within one year from the date of act/omission being complained about or one year from when you should have realised that there was cause for the complaint. Not all clients are entitled to complain to the Ombudsman and, whilst you may always take advice from others, we will advise you if you are able to complain to the Ombudsman should the situation arise.

Equality and Diversity

We are committed to providing the same level of service to all clients regardless of any of the characteristics protected by law. At your request, we will implement any adjustments that are considered to be reasonable, which will include consideration of cost and availability of provision, to ensure that you are not put at a substantial disadvantage when dealing with Bridger's Law.

Adjustments include the provision of additional equipment, provision of interpreters and providing information in a format that is appropriate to you.

Where possible we will ensure that appropriate facilities are available to enable you to meet any religious commitments you may have and try to avoid arranging meetings at significant times or days. Please let us know of any dates and times that may prove difficult for you when you first instruct us.

Professional Indemnity Insurance

We hold compulsory professional indemnity insurance in accordance with the requirements of the Solicitors Regulation Authority.

Details of the insurers are available for inspection at our office.

We are obliged by our insurers to notify them of any circumstances known to us which may give rise to a claim against us. That may require us to tell them (and our brokers) information about you and your instructions to us which is privileged and to supply documents to them. We will only pass on privileged or confidential information in good faith to ensure your legal rights to claim against us are preserved. Our insurers and brokers are contractually obliged to keep all information we pass to them strictly confidential. They may only use it for the purposes of administering our insurance arrangements including any claim you might make. Accordingly, disclosure is important for you to protect your interests. We will assume you consent to our sharing information in this way unless you expressly tell us not to.

Our liability to you

We have a duty to carry out your work to a reasonable level of skill and care. The duty rests with Bridger's Law Ltd and not with any individuals acting for you.

We are not liable for any consequential or indirect losses arising from negligence in the work we do for you (for example, loss of revenue; profit; business opportunity; goodwill or damage to reputation). This is even where it might have been foreseeable at the start of the matter.

Unless otherwise noted in the engagement letter relating to this matter, our liability to you is restricted to three million pounds inclusive of interest, legal and other costs. The figure stated has been selected after balancing the risks arising from the work we expect to take for you, the fees payable and the importance of the matter to you. We will only be liable for a just and equitable proportion of any losses whether other professionals are involved or not.

Where we work with others who have limited their liability in any way our own liability will be limited to an amount which would have applied had the other not so limited its liability.

You should not rely on any draft document we draw up for you until it has become the final version. We will not be liable for any mistakes in the document until the final version has been drawn up.

Data protection

In order to provide you with services we may need to process your personal data. Please see our Privacy notice for detailed information about how we use your personal data and your rights in relation to your personal data. The Privacy notice is available on our webpage. If you would like us to send you a copy please contact us at helpme@bridgerslaw.co.uk

Where we are also instructed by your Lender when you are being assisted by finance then we have duty to reveal any material facts such as any difference between the information that you provide and that which is set out in your mortgage offer, any incentives that you receive from the seller whether that is cash, service, goods or a combination of all of some of these.

We are registered with the Information Commissioner's Office under Reference Number ZA531703. Your data will be used for the prevention of money laundering and terrorist financing activities. We shall not share or use your data other than as is required to finalise your matter and comply with all relevant legislation.

Call recording

We may record calls and monitor emails from time to time for training regulatory and compliance purposes.

Storage of documents

We will keep your documents and other papers for six years after we send you our final bill on the understanding that we may destroy them after that period. We may store documents on our know-how system for use as a precedent for later work. We take reasonable steps to ensure that the system is secure and that our overriding duty of confidentiality to you is observed. We may destroy your original paper document and scan it onto our system instead.

If we prepare a deed or a will for you we will also store them at a sum of £50 plus VAT per annum. We reserve the right to charge you for retrieving the documents from storage and for passing them to other people or back to you. We also reserve the right to charge for storage in the future, but only after notifying you.

Outsourcing

Sometimes we ask external organisations to provide us with support services such as document and know how processing and photocopying.

We always enter a confidentiality agreement with the service provider. If you do not want your matter sent outside the firm, please let us know.

Anti-money laundering measures

As solicitors, we are obliged to identify our clients by carrying out a client due diligence exercise before we start working on any transaction involving property or money.

When we receive monies on behalf of you it will be paid into a general client account with Handelsbanken plc who are the firm's banker. The general client account will hold pooled amounts for different clients and matters. Under anti-money laundering regulations, law firms must hold information on the identity of the person on whose behalf the monies are held in a pooled client account, and make this available to their bank on request. If our bank requests information about who we hold funds for, we are required to provide that information. In the event of this happening, you agree to us disclosing your details to them.

Please note that we will not be able to act for you until we have verified your identity. This is usually done by your attending our offices with your passport and driving license. We may also do an electronic check to verify your identity which ensures that you are also protected.

We are obliged to keep your affairs confidential, but where we know or suspect that a transaction may involve money laundering or terrorist financing we have an obligation to report our concerns to the National Crime Agency. If this is the case we may not be able to tell you that we have made the report and we may have to stop acting for you for a while.

We will not accept more than £300 cash for any transaction and not more than £500 in total for any one transaction.

Commission

It is our policy not to accept commission from anyone in relation to your matter. If such commission is paid to us we will let you know how much we have been paid and credit it against your next bill.

Confidentiality

We will keep your affairs confidential from our other clients and anyone externally unless you specifically ask us to disclose the information to them, or we need to do so in order to deal with your matter. You understand that we will not disclose any information to you about other clients. Any request to disclose any information to anyone else must be in writing.

Auditing and vetting files

External firms such as our auditors and the Solicitors Regulation Authority may vet our files from time to time. They are required to maintain confidentiality in relation to your matters. Please let us know if you do not want them to vet your file.

Conflicts of interest

We must not act for you where there is a conflict of interest between you and helpme@bridgerslaw.co.uk or another client of the firm. If a conflict arises, we will discuss the situation with you with a view to agreeing how the situation can be resolved. In a case where there is a potential conflict of interest between you and another client that is obvious at the outset, we will seek consent from you and the other client to act and tell you what will happen if a conflict arises.

Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013

This paragraph applies in addition to your general rights to terminate your agreement with us (see Termination). If we have not met you in person, or the contract for legal services is entered into away from our business' premises, the Consumer Contract (Information, Cancellation and Additional Charges) Regulations may apply. This means you may have the right to cancel your instructions to us within 14 days of our initial communication with you without giving any reason. To exercise your right to cancel, you must make a clear statement (letter, fax, or email) setting out your decision to cancel. It is sufficient for you to send the communication before the cancellation period has expired. This will end the obligations of both you and us under the contract.

You may require us to begin work on your matter during the 14 day cancellation period. Please let us know immediately if you wish to waive the 14 day cancellation period. If you expressly request we begin work on your matter during the cancellation period, we reserve the right to ask you to pay an amount proportionate to what has been carried out prior to you communicating any cancellation. If you have made a payment on account you will only receive a refund for that part of our services not provided. If you decide to cancel before the end of the cancellation period, and we have not started to provide our services, you will receive a full refund of any fees paid. You will not have the right to cancel the agreement if you request we start work within the cancellation period and we have completed those services.

Communication

Our preferred method of communication is email. If there are physical or email addresses that you do not want us to contact at certain times, please ensure that we are informed.

Insurance

Bridger's Law Limited is not authorised and regulated by the Financial Conduct Authority to carry out insurance distribution activities (broadly the advising on, arranging and administration of insurance contracts). We are able to assist you in obtaining Indemnity Insurance policies which relate to property transactions.

Interest

Interest is only paid on clients' funds which have been cleared with our bank, Handelsbanken. We will pay interest at a rate of 1.5% on the cleared funds from the date that they clear in our account, until the day prior to the matter being concluded. We will not pay interest if the base rate is 2.5% or less, or when interest amounts to a total sum of less than £50.00. We consider this to be a reasonable amount to cover the administrative costs of dealing with client funds. We will not pay interest on money we retain after we have rendered a final bill to you, as the remaining funds will be to cover retentions, unpaid expenses or disbursements. All designated deposit account interest will be paid to clients in full, unless you agree to donate this to charity. Our chosen charity is Bipolar UK, charity number 293340.

Any interest paid is gross and you are required to account for this to HMRC.

If the bank in which the firm holds funds should fail, the firm reserves the right to disclose to the FSCS the names and other details for clients whose money is held on the general client account in order for the client to claim compensation, the limit of which is currently £85,000.

Bridger's Law Limited

Bridger's Law Limited is a limited liability company registered in England & Wales number 11739009 whose registered office is at Ground Floor Rear, Unit 10 Conqueror Court, Vellum Drive, Sittingbourne, ME10 5BB. A list of directors can be inspected at this address.

Bridger's Law Limited is authorised and regulated by the Solicitors Regulation Authority, The Cube, 199 Wharfside Street, Birmingham, B1 1RN. A copy of the SRA Handbook is available at www.sra.org.uk. The SRA number is 656360.

Signed _____

Date _____

Signed _____

Date _____