

# **Bradley and Jefferies Commercial Solicitors**

## **Terms of Engagement**

### **About us**

1. Bradley and Jefferies Solicitors Limited trading as Bradley and Jefferies Commercial Solicitors is a company incorporated in England and Wales with registered number 05490227. Its registered office is at 3 College Place, Derby, DE1 3DY. We use the term 'partner' to refer to a director of Bradley and Jefferies Commercial Solicitors.
2. Bradley and Jefferies Commercial Solicitors is authorised and regulated by the Solicitors Regulation Authority (SRA). The SRA is the independent regulatory arm of the Law Society of England and Wales, our professional body. Bradley and Jefferies Commercial Solicitors and our solicitors are governed by Codes of Conduct and other professional rules, which you can access on the SRA's website at [www.sra.org.uk](http://www.sra.org.uk) or by calling 0370 606 2555. Our SRA authorisation number is 425593. All services provided by Bradley and Jefferies Commercial Solicitors are regulated by the SRA.
3. We are registered for VAT purposes. Our VAT registration number is 870 5786 89.
4. Where we say 'we', 'us' or 'our' in these Terms of Business, we mean Bradley and Jefferies Solicitors Limited.

### **General**

5. These terms (as updated from time to time) and the client care letter you will have received from us apply to all the services we will provide to you in respect of the matter detailed in that client care letter. If we are acting for more than one party in this matter you agree to be jointly and severally liable to us for our fees and disbursements in acting on your matter.
6. No changes to these terms shall be valid unless agreed in writing by a director of Bradley and Jefferies Commercial Solicitors.
7. Where we say 'you' or 'your' in these Terms of Business, we mean the client identified in the client care letter and anyone authorised to give instructions on that client's behalf.
8. Each time you instruct us on a new matter we will send you a letter confirming your instructions and setting out the scope of the work we will carry out for you, our fees and individual contact details. This is called the client care letter. These terms should be read together with the client care letter—together they form the contract between us.
9. Although your continuing instructions in this matter will amount to your acceptance of these Terms of Business, we ask that you sign, date and return one copy for our file.
10. These terms are subject to change from time to time and are updated on our website at: <https://www.bradleyandjefferies.co.uk/terms-and-conditions/>.
11. A notice given by either party given under these terms shall only be effective if given in writing either via email or if hand-delivered or by pre-paid first-class post sent to the other party's registered office or address stipulated in the client care letter.
12. This contract and any dispute or claim arising out of, or in connection with, it, its subject matter or formation (including non-contractual disputes or claims) shall be governed by, and construed in accordance with, the laws of England and Wales.
13. The courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with these terms.
14. These terms constitute the entire agreement between you and us and they supersede and extinguish all previous agreements, promises, assurances, warranties, representations and understanding between us both whether written oral or otherwise.

### **Scope of our legal services**

15. The scope of the services we will provide is set out in the client care letter.
16. We will provide legal advice and services to you with reasonable care and skill. However, the nature of many types of legal work means that it is not possible to guarantee a particular outcome.
17. We will advise only on English law.
18. We will not advise on surveying, valuation, commercial viability, trading or marketability issues. We do not provide financial services or advice.
19. Unless otherwise agreed in writing, our advice and any documents we prepare:
  - 19.1. are for use only in connection with the specific matter on which we are instructed, can only be relied on by you; and
  - 19.2. reflect the law in force at the relevant time.

### **Pricing and Billing**

20. We may deliver our bills to you electronically. Please let us know if you have any particular requirements for the delivery of our bills.
21. We have three normal methods of pricing for our services to clients, these are (i) fixed price quote, (ii) time spent or (iii) retainer terms. We will agree with you the preferred method for your matter and this will be confirmed in writing within your client care letter.
22. Where appropriate we will consider whether our fees and disbursements can be covered from any legal expenses insurance you may have. We do not normally accept instructions on matters where funding of fees is on a contingency or conditional fee basis. If your fees are to be met by a third party, you accept that in contracting with us you are liable to meet our fees and disbursements should the third party fail to meet all or any of our fees and disbursements.
23. On many matters we offer clients a fixed price promise. This is the amount you will pay us for meeting your instructions save where there is a material change in circumstances when we reserve the right to raise additional costs from you, subject to your prior authorisation.
24. In some matters it is difficult to predict the level of our involvement at the outset. We seek to keep you fully informed of the likely costs as the matter develops. In such matters we charge based on recorded time spent by fee earners on your matter in minimum units of 6 minutes.
25. Retainer terms are where we agree a regular monthly fee with you for a set range of services. This is designed to help clients budget for expected legal advice needs and is particularly appropriate for our employment documentation update service and commercial contracts update service. You can terminate retainer terms on three months written notice to us.
26. Our fees include all the work we carry out on your matter, including our anticipated travel costs, telephone costs, copying etc save that we reserve the right to raise additional fees where there are exceptional elements that we were not aware of at the outset of the matter.
27. We may, at our sole discretion, increase or decrease the hourly billing rate of individual fee earners from time to time for reasons including, but not limited to, a change in job title or current market rates.
28. Any change to hourly billing rates will be communicated to you with no less than 14 days prior written notice.
29. Where a third party has agreed to make payment of your legal costs, we reserve the right to invoice you the same for any reason at any time including but not limited to: (i) the third party failing or refusing to make payment for any reason; and (ii) the matter becoming abortive. If you make payment to us and we subsequently receive payment from the third party, you will be reimbursed accordingly.

### **VAT and disbursements**

30. Our fees do not include VAT or any disbursements incurred on your behalf. We endeavour to give you advance notice of likely disbursements (such as search fees, counsel's fees, stamp duty, registration fees etc.) and usually require you to put us in funds to meet any such disbursements before we incur them on your behalf.

31. You hereby give us full authority to incur such disbursements as we reasonably deem appropriate to successfully meet the scope of your instructions and to fully meet the cost of all such disbursements.

#### Third Party Fees and disbursements

32. In some matters you may need to meet the fees and other costs of another party. You agree to meet all such costs. If you are required to meet another party's costs and expenses by order of a Court or Tribunal, failure to pay could have serious consequences for you and/or your business. We reserve the right to withdraw from acting for you on notice to you in writing in such circumstances. You will still be liable to meet our costs and expenses to that date.

#### Payment

33. Payment of our invoices is due within 30 days of the date of invoice.

34. Where payment is not made within our above 30 day terms, we reserve the right to charge statutory late payment compensation where applicable and interest at a rate of 8% over the base rate from time to time of Bank of England from the due date to the date of payment in full. We are entitled to charge interest on the outstanding amount of our bill in accordance with article 5 of the Solicitors (Non-Contentious Business) Remuneration Order 2009.

35. Where we hold funds or other property for you, we reserve the right to deduct what is due to us from such sums or hold such property until we have received payment in full.

36. Where a matter has concluded and we hold money on your client account, we reserve the right to transfer client residual balances below £50 to a charity of our choice, if we are unable to return client money following attempt to do so. Should the funds be less than £4 we will return this amount to the last known address on our file via postage stamps.

37. Where we have requested payment prior to completion of a matter, we reserve the right to delay completion until our fees and disbursements have been met.

38. We may cease acting for you if an interim bill remains unpaid after 30 days or if our reasonable request of a payment on account of costs is not met.

39. Where we receive funds for you at completion, we reserve the right to deduct our fees and disbursements from such sum before passing the balance to you.

40. Our fees and disbursements will be met by you, whether or not your matter is completed or successfully concluded. In such circumstances we will charge by hourly rate, even if a fixed fee promise was agreed, if this would be a lower cost to you.

#### Disputes over our Bills

41. You have the right to challenge certain aspects of our charges under Sections 70, 71 and 72 of the Solicitors Act 1974 for our invoice to be assessed by a Costs Judge. This is available in any matter, whether or not the Courts are involved in your matter. The usual time limit for applying to the court for an assessment is one month from the date of delivery of the bill.

42. If your challenge to our bill proves unsuccessful, we reserve the right to charge you for our costs in complying with Legal Complaints Service or Court requirements, but this shall not extend to us having any right to charge you for handling your complaint.

#### Interest on your monies

43. We pay interest on monies held by us on your behalf in accordance with the Solicitors Accounts Rules. Interest will be paid from when we hold clear funds until the issue of a cheque or other means of payment. Interest is paid gross, and it is for you to declare it to the Inland Revenue.

#### Banking and related matters

44. Unless agreed otherwise, we hold client money in various accounts with UK banks regulated by the Financial Conduct Authority (FCA).

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

#### Receiving and paying funds

46. Our policy is we only accept cash up to £200. If you try to avoid this policy by depositing cash directly with our bank, we may decide to charge you for any additional checks we decide are necessary to establish the source of the funds and this could also cause delays.

47. If we receive money in relation to your matter from an unexpected source, there may be a delay in your matter, and we may charge you for any additional checks we decide are necessary.

48. Where we have to pay money to you, it will be paid by cheque or bank transfer. It will not be paid in cash or to a third party.

#### Bank failure and the Financial Services Compensation Scheme

49. We are not liable for any losses you suffer as a result of any bank in which we hold client money being unable to repay depositors in full. You may, however, be protected by the Financial Services Compensation Scheme (FSCS).

50. The FSCS is the UK's statutory fund of last resort for customers of banking institutions. The FSCS can pay compensation up to £85,000 if a banking institution is unable, or likely to be unable, to pay claims against it.

51. The limit is £85,000 per banking institution. If you hold other personal money in the same banking institution as our client account, the limit remains £85,000 in total. Some banking institutions have several brands. The compensation limit is £85,000 per institution, not per brand.

52. The FSCS also provides up to £1m of short-term protection for certain high balances, e.g relating to property transactions, inheritance, divorce or dissolution of a civil partnership, unfair dismissal, redundancy, and personal injury compensation (there is no financial limit on protection for personal injury compensation). This is called the temporary high balance scheme and, if it applies, protection lasts for a maximum of six months.

53. The FSCS (including the temporary high balance scheme) will apply to qualifying balances held in our client account. In the unlikely event of a deposit-taking institution failure, we will presume (unless we hear from you in writing to the contrary) we have your consent to disclose necessary client details to the FSCS.

54. More information about the FSCS can be found at <https://www.fscs.org.uk>.

#### Storage and retrieval of files

55. We may create and hold client files in hard copy (paper), electronically or a combination of both.

56. We normally store client files (except any of your papers you ask to be returned to you) for 6 years after we send you our final bill. Unless you instruct us to the contrary, we will store your file electronically only and will destroy our paper file. We store the file on the understanding that we may destroy it after six years.

57. We no longer retain your papers for storage. We only retain papers for so long as we deem appropriate following completion of your case after which they will be destroyed.

#### Third Party Contract Rights

58. These terms and your client care letter do not confer any rights or benefits on any third party.

#### Confidentiality

59. We will keep your information confidential, unless:

59.1. you consent to the disclosure of that information;

59.2. disclosure of the information is required or permitted by law or regulatory requirements that apply to us; or  
59.3. these Terms of Business state otherwise.

60. Unless you instruct us otherwise, email will be our default method of communication. We deploy a range of information security measures, but we cannot guarantee the security of information or documents sent by email. If you do not wish us to communicate information by email, please let us know.

#### **Limitation of Liability**

61. **Your contract is solely with Bradley and Jefferies Solicitors Limited which has sole legal liability for the work done for you and for any act or omission in the course of that work. No representative, director, officer, employee, agent or consultant of Bradley and Jefferies Solicitors Limited, will have any personal legal liability for any loss or claim.**
62. **Our firm carries professional indemnity insurance in accordance with Solicitors Regulation Authority requirements giving clients cover of £3 million for any one claim for our negligence. We accept no liability for any loss or damage beyond the level of our insurance cover. If you have concerns that our cover is not adequate for your matter, please raise this at the outset so that alternative arrangements can be discussed and agreed in writing.**
63. **We are not responsible for any failure to advise or comment on matters falling outside the scope of our instructions, as set out in these Terms of Business and the Engagement Letter.**
64. **We will not be liable for any of the following losses (whether direct, indirect, or consequential) including but not limited to: loss of revenue; loss of profit; loss of or corruption to data; loss of use; loss of production; loss of contract; loss of opportunity; loss of savings, discount or rebate (whether actual or anticipated); and harm to reputation or loss of goodwill.**

#### **Professional indemnity insurance**

65. We have professional indemnity insurance giving cover for claims against us. Details of this insurance, including contact details of our insurer and the territorial coverage of the policy, are available on our website, or can be provided on request.
66. 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.

#### **Distance Selling**

67. Your right to cancel your instructions under the Distance Selling Regulations 2000 shall not apply as our provision of services will have commenced during the 7 day cancellation period. You also acknowledge and agree that the 30 day period for completion of our services under these Regulations shall not apply to your matter as in most legal matters it is impossible to complete the instructions in this timescale. We do give time estimates for matters and will review this on request and automatically on a periodic basis.

#### **Money Laundering**

68. To comply with anti-money laundering, counter-terrorist financing and counter-proliferation financing requirements, we are likely to ask you for proof of your identity and we may conduct searches or enquiries for this purpose. We may also be required to identify and verify the identity of other persons such as directors or beneficial owners. If you or they do not provide us with the required information promptly, your matter may be delayed.
69. You agree that we may make checks using online electronic verification systems or other databases as we may decide.
70. We will charge you for these identification and verification checks, we will confirm the cost in our client care letter.
71. We may ask you to confirm the source of any money you have sent us or will send us. If you do not provide us with that information promptly, your matter may be delayed.
72. If you fail to provide us with appropriate proofs of identity as requested in our client care letter or evidence as to the origins of money or other assets, we reserve the right to cease acting for you forthwith.
73. You agree that we have no liability to you or any other party due to our need to comply with statutory or regulatory requirements or whilst we await clearance of funds.
74. We are professionally and legally obliged to keep your affairs confidential. However, we may be required by law to make a disclosure to the National Crime Agency where we know or suspect that a transaction may involve money laundering, terrorist financing or proliferation financing. If we make a disclosure in relation to your matter, we may not be able to tell you that a disclosure has been made. We may have to stop working on your matter for a period of time and may not be able to tell you why.

#### **Data Protection**

75. Bradley and Jefferies Solicitors Limited are your Data Controllers and we will use personal data held by us to provide our services, for administration and customer care, for credit scoring, for marketing and to ensure that our offerings meet your needs. We will keep data for a reasonable period for these purposes. You hereby authorise us to share data with our service providers for the above purposes and may disclose data to comply with legal and regulatory requirements.
76. We may record telephone calls and monitor emails for training, regulatory and compliance purposes.
77. If you provide us with personal data of another party, then you warrant to us that you have obtained their consent.
78. You are entitled to a copy of the information we hold on you in accordance with relevant legislation.
79. You can view our Privacy Policy on our website [www.bradleyandjefferies.co.uk](http://www.bradleyandjefferies.co.uk) or can request a copy by telephoning us on 01332-221722 or by email to [info@bradleyandjefferies.co.uk](mailto:info@bradleyandjefferies.co.uk).

#### **Terminating your instructions**

80. You may terminate our appointment at any time by giving us notice in writing. We can keep all your papers and documents while there is still money owed to us for our charges or disbursements.
81. We will only decide to stop acting for you with good reason, e.g. where we feel that the relationship has broken down, if you do not pay a bill, if you provide us with misleading information, or if you act in an abusive or offensive manner. We will only give you reasonable notice before we stop acting for you if it is practicable to do so.
82. If you or we decide that we should stop acting for you, we will charge you for the work we have done and, where appropriate, for transferring the matter to another adviser if you so request. This will be calculated on the basis set out in the client care letter.
83. We are not responsible for reminding you about important dates and/or any deadlines after our appointment has been terminated.