



# Terms of Business

## Our Terms and Conditions

The following terms of business apply to all work carried out by Berry Redmond Gordon & Penney except as otherwise agreed. The expression “we”, “us”, and “our” refer to Berry Redmond Gordon & Penney and “you” and “your” refer to our client.

These terms and conditions will apply to any services which we provide to you and will usually be supplemented by a letter dealing amongst other things with the specific services to be provided and the fees payable.

These terms and conditions may be revised from time to time and a copy will be sent to you to replace these, and the revised terms and conditions will apply from the date you receive them. You are of course free to terminate the arrangement between us if you do not accept the revised terms and conditions.

### **OUR SERVICES**

#### Scope of our Services

The scope of the services we have agreed to provide for you in any matter will be agreed between us and confirmed in our Client Care Letter. You agree that you do not require us to provide you advice or further services in relation to any aspect outside of the scope of the services so agreed.

#### Level of service

We will regularly update you by telephone or in writing with progress on your matter in particular, following key events or stages in your matter. We will always endeavour to communicate with you in plain language.

We will update you on the cost of your matter periodically and/or at agreed events. Whenever there is a material change in circumstances, we will update you on whether the likely outcomes still justify the likely costs and risks associated with your matter. We will continue to review whether there are alternative methods by which your matter can be funded.

We will update you on the likely timescales for each stage of this matter and any important changes in those estimates.

#### Joint Instructions

Where we are jointly instructed by you and another client to act in a matter, we will assume that either of you are authorised to give us instructions, unless either of you advise us otherwise. In addition, as matters progress, we may need to act on instructions of other people from whom we consider it is reasonable to take instructions in order to progress the matter within the timescales set. Unless informed of any change, we will assume that this remains the case until our work is completed.

#### Provision of Information

To assist us in carrying out the work as efficiently as possible, you will need to ensure that all information provided is to the best of your knowledge complete, accurate and up to date. You should also notify us of any changes or variations to that information which may arise after the date it is passed to us and of any new circumstances that might be relevant to the work we are undertaking.

#### Safe Working

It is our aim to maintain a good working relationship with all of our clients.

Please note, however, that we will not tolerate violence and aggression. We understand that our clients may be experiencing stressful times and we will endeavour to support our clients throughout this but no member of our staff should be subjected to unreasonable, violent, threatening and abusive behaviour, whether verbal, physical or written.

If, at any time, a member of staff encounters unreasonable, violent, threatening and/or abusive behaviour from you (or by a third party on your behalf), whether verbal, physical or written, then we reserve the right to take immediate action to protect our staff. This may include imposing restrictions or controls, whether temporary or longer-term, on how we engage with you going forward. Violence or threats of violence will also be reported to the police where appropriate. In some circumstances, the firm may determine that we have to cease acting for you and terminate your retainer (see below).

## RESPONSIBILITY FOR WORK

The name of the person who will carry out most of the work in this matter and, if different, the partner with overall responsibility for your matter will be confirmed in our Client Care Letter. They may from time to time, be assisted by other members of our team i.e. trainees, paralegals etc. However, you will be notified of this either in the Client Care Letter or in writing when applicable.

We try hard to avoid changing the people who are handling your work but if this cannot be avoided, we will notify you promptly of the name and status of the person who will be dealing with your case.

## REGULATION

We are authorised and regulated by the Solicitors Regulation Authority (SRA). Our SRA number is 558411.

The SRA is the independent regulatory arm of the Law Society of England and Wales, our professional body. Our firm and our solicitors are governed by Codes of Conduct and other professional rules. For further information on the role of the SRA and the rules and regulations that apply to our services, please visit: [www.sra.org.uk](http://www.sra.org.uk).

We practice through a limited liability partnership, called Berry Redmond Gordon & Penney LLP

Berry Redmond Gordon & Penney LLP is registered in England and Wales with registration number OC363115. A list of our Partners and their professional qualifications is open to inspection at our registered office at 50 Boulevard, Weston Super Mare, BS23 1NF

## CONTACTING US

We have offices at Weston Super Mare, Winscombe and Worle. Our contact details are displayed on our website. The normal hours of opening are between 09.00 and 17.00 on weekdays. Appointments can be arranged outside those hours when essential to the interests of a client.

## PROFESSIONAL INDEMNITY

In the interests of our clients, we maintain compulsory professional indemnity insurance to a total level of £3million

Our insurers are Sompo International who can be contacted through Hera Indemnity Limited, 6 Bevis Marks, LONDON EC3A 7BA

A full hard copy of our insurance(s) are available to view at our offices. Please ask for details.

## COMPLAINTS

We are committed to high quality legal advice and client care and aim to offer all our clients an efficient and effective service, and I am confident that we will do so in this case. However, if you would like to discuss how the service to you could be improved, the level of your bill, or should there be any aspect of our service with which you are not satisfied, please contact Chris Georgiou on 01934 414161, or [Chris.Georgiou@brgplaw.co.uk](mailto:Chris.Georgiou@brgplaw.co.uk) or by post to 50 Boulevard, Weston Super Mare BS23 1NF. We have a procedure in place which details how we handle complaints and this will be immediately sent to you.

If you would like to see a copy of our complaints procedure at any other time, please let me know and I will arrange for a copy of our complaints procedure to be sent to you.

We have eight weeks to consider your complaint. If for any reason we are unable to resolve the problem between us within that timeframe, then you may ask the Legal Ombudsman to consider the complaint. The Legal Ombudsman may be contacted at PO Box 6167, Slough SL1 0EH.

Please be aware that any complaint to the Legal Ombudsman must usually be made within six months of your having received a final written response from us about your complaint. Complaints to the Legal Ombudsman must usually be made within one year of the act or omission about which you are complaining occurring or from when you should have known about or become aware that there were grounds for complaint.

For further information, you should contact the Legal Ombudsman on 0300 555 0333 or visit: [www.legalombudsman.org.uk](http://www.legalombudsman.org.uk).

If you think a solicitor might be dishonest or you have concerns about their ethics or integrity, you also have the right to notify our regulator, the Solicitors Regulation Authority (SRA). There are no time limits for making a report but there are limits on what the SRA will consider. Please note that the SRA is not able to deal with issues of poor service (complaints of this nature should instead be referred to the Legal Ombudsman). For further information about the SRA's role, please visit: <https://www.sra.org.uk/consumers/>.

## OUR CHARGES

### Professional Fees

Unless and until either an alternative fee arrangement has been agreed and confirmed in writing by us or you are entitled to have our fees paid by the Legal Aid Agency (in which case different cost considerations apply as set out

in our Client Care Letter), the basis for calculation of our fees is primarily by reference to the time spent by the fee earner(s) dealing with the matter (including any time which we spend travelling) and will be charged at an hourly rate.

Where relevant, the hourly rates applicable to your matter will be confirmed to you in our Client Care Letter. We may from time to time review our charging rates and will notify you immediately in writing of any changes which are applicable to your matter.

Our current rates from time to time may not be appropriate in cases of exceptional complexity or urgency or where specialist knowledge is required. Where it becomes apparent that such circumstances exist we will notify you of this.

We are registered for VAT purposes. Our VAT registration number is 130612518.

All fees are quoted exclusive of VAT, which will be added where appropriate. Currently, the VAT rate is 20%.

#### Matter not concluded

Unless otherwise agreed in writing, our fees are payable whether or not a matter is successfully concluded. If any matter does not proceed to completion for any reason during the period in which we are instructed, then we will be entitled to charge for work done on an hourly basis plus expenses as set out above but, at its absolute discretion, we may waive part or all of such entitlement to fees.

#### Estimate of Costs

We will provide you at the outset of a matter with the best possible information on our costs and will update this information as the matter progresses. As you will appreciate however, a matter can often end up taking quite a different shape from that envisaged at the time when it starts and the legal advisers are instructed. Accordingly, it can be difficult to come up with a clear estimate. However, as matters progress, we should be able to provide you with more detailed estimates of our likely costs and will keep this under review with you.

#### Limits

Whilst it is often not possible to estimate charges in advance, it is open to you to notify us of any limit which you wish to impose on our charges after which further reference will be made to you. We will advise you when it appears that any costs estimates or limits are close to being exceeded. Notwithstanding any estimates or costs limits however, the final bill will be a product of the amount of time our fee earners spend on the matter and

our agreed fee rates; any estimates provided are neither intended to be a cap nor a target billing figure. Therefore, if significant further work is required in addition to that currently envisaged or if the timetable is extended significantly, our fees will be greater than our indicative estimates. Should it become apparent at any time during the course of the matter that significant further work will be required, we shall of course let you know.

#### Fixed Charges

In property transactions, in the administration of estates and in transactions involving a substantial financial consideration or benefit to the client, fees may be calculated both by reference to the time spent and also by reference to a value element based on e.g. the price of the property; the amount of the mortgage advance; the size of the estate; or the value of the financial benefit. The value element reflects the importance of the transaction and the consequent responsibility falling on us as a firm. We will tell you in advance if a value element will be included, how it will be calculated and the amount to be charged.

#### Third party responsibility

In certain circumstances, there may be an expectation that a third party (including an insurer) will pay your costs. We may at our discretion issue invoices to a third party funder and accept payments from them but you will remain liable to us for all charges. In the event that the third party does not pay the sums due, you will be required to pay them.

#### Disbursements

We may incur certain expenses on your behalf, (for example, such items as court fees, counsel's fees, search fees). You will have to pay those expenses or reimburse us for them in addition to our fees. VAT is payable on certain disbursements.

### **BILLING ARRANGEMENTS**

#### Timing of bills

We will normally send you a final bill for the settlement of our services at the end of the matter. However, if the matter is ongoing, we may render interim bills at agreed intervals.

#### Payments on account

We may ask you to pay sums of money from time to time on account of the anticipated costs.

Total fees may be greater than any advance payments.

### Settlement of bills

Accounts are to be paid by you when due, whether or not the amounts concerned may ultimately have to be paid by another party. Bills are to be settled in full within 7 days of receipt.

We may charge interest on unpaid bills from 7 days of delivery of the bill on a daily basis at the statutory rate (currently 8%)

In relation to non-contentious costs, we are entitled to charge interest on unpaid bills at the rate payable on judgment debts from one month after delivery of the bill in accordance with Article 5 of the Solicitors' (Non-Contentious Business) Remuneration Order 2009. We reserve the right to charge interest on any outstanding amounts at the statutory rate (currently 8%).

If any payment on account is not made or a bill is not settled in accordance with these terms, we reserve the right to decline to act further for you.

### Concerns over your bill

If you are not satisfied with the amount of our fees please contact us. Objections about the amount of our fee will be handled by way of our complaints procedure.

If you remain unhappy about the level of our fees, you may be able to make a complaint to the Legal Ombudsman (as more particularly set out above) or may be entitled to have the bill assessed by the Court in accordance with Part III of the Solicitors Act 1974. Your rights are set out more fully in Sections 70, 71 and 72 of the Solicitors Act 1974.

### Lien over papers and documents

Following the conclusion of your matter, we are entitled to retain your file of papers and documents while there is money owing to us for fees.

### Client account

We operate a client account facility which allows for money to be held or transferred in relation to a matter we are working on. However, the facility is operated at our discretion and any unauthorised receipts will be held pending further investigation or returned to the sender. Therefore, we ask that you give us advance warning of any receipts.

Any client money we hold on your behalf in our client account or on deposit is afforded the protection under the Solicitors Act 1974.

Client monies will normally be held by us in a general client account with our primary banker, Lloyds Bank in the name of Berry Redmond Gordon & Penney LLP

For your information and should you be asked to make a payment to our client account, the account details are confirmed as follows:

Account holder: Berry Redmond Gordon & Penney  
Sort code 30-99-51  
Account number 52014260

### *Payment on account for our fees or disbursements*

We may ask you for advance payments on account for our fees and/or to enable us to pay disbursements on your behalf as and when they become due. Money paid by you on account of our costs and/or unpaid disbursements will be treated as client money and paid into our client account (see above for details).

We will confirm in writing (by letter or email) whenever we need to make a transfer of all or some of those sums to our business account to cover our fees for work that we have undertaken.

We may need to draw upon sums held for you in the client account to reimburse us for payments we have made on your behalf, for example, where we pay a court or search fee on your behalf using our own money. You will have been informed at the outset (or updated during your matter as necessary) of likely disbursements we will need to make on your behalf and some of the monies we ask you to pay on account will reflect those anticipated costs. Where it is appropriate to do so, we will deduct money from sums paid by you into our client account to reimburse us for those payments after they have been paid by us. We will not issue a bill each and every time that we make a transfer but we will ensure that you are provided with information as and when appropriate (not least a final bill at the end of the matter) to ensure that you can reconcile the payments. All transfers will be done in accordance with our regulatory obligations (including those set out in Rule 5 of the SRA Accounts Rules). For more information, see: <https://www.sra.org.uk/solicitors/standards-regulations/accounts-rules/>.

### *Cash payments*

It is our policy to only accept cash up to £500. If you circumvent this policy by depositing cash direct with our bank we reserve the right to charge for any additional checks we deem necessary regarding the source of the funds. Where we have to pay money to you, it will be paid by cheque or bank transfer. It will not be paid in cash or to a third party.

We do not accept payment by cryptocurrency or by the proceeds of crypto assets.

#### *Client Interest*

If we hold money on your behalf in our client account, in accordance with the SRA Accounts Rules, it is our policy that we will pay you a sum of money in lieu of interest on a fair and reasonable basis.

Client monies will normally be held by us in a general client account with our primary banker, Lloyds Bank.

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

1. The period for which interest will be paid normally runs from the date the funds are received by us cleared in our account until, where paid electronically, the date when the funds are sent or, where paid by cheque, the date(s) on the cheque(s) issued to you;
2. The rate of interest paid to clients will be in line with Lloyds Bank's published interest rates on Client Deposit Accounts over the period when interest is due;
3. All sums that are paid to you will be paid as a gross amount;
4. We will not account to you for any sums in lieu of interest in the following situations:
  - (a) On money held for the payment of a professional disbursement if the person to whom the money is owed has requested a delay in settlement;
  - (b) On money held for the Legal Aid Agency;
  - (c) On money on an advance to us to fund a payment on your behalf in excess of funds already held for you;
  - (d) Where the total amount of interest calculated over the course of the matter is £100 or less;
  - (e) Otherwise, where there is an agreement to contract out of the provisions of this policy.

If it is apparent that money held on your behalf will need to be retained for some time then such money may need to be placed in a designated deposit account in which case all of the interest accruing while the funds are so invested will be paid to you when the account is closed or on intermittent basis as agreed with you.

It is extremely unlikely that we could be held liable to you if any money held in our client account is lost due to any failure in the banking system including bank collapse. However, you may be entitled to make a claim against the Financial Services Compensation Scheme (FSCS) in the event of failure of the bank. The amount of compensation which the FSCS can pay out is limited to £85,000 (subject

to some restrictions). We may be able to make a claim to FSCS on your behalf. If we do so, we will, subject to our obtaining your consent, give certain client information to FSCS to help them identify you and any amounts to which you are entitled.

#### **CYBERCRIME AND EMAIL FRAUD**

It is unfortunate that Cybercrime and email fraud targeted at law firms and their clients is on the increase. Fraudsters are using very sophisticated methods to manipulate IT and intercept communications.

#### Confirmation of our bank details

Our bank account details are confirmed in this document. We do not intend to change our bank account details during the course of dealing with your matter so the account details we have confirmed in the body of these terms and conditions will stay the same throughout the lifetime of your matter.

It is very important that you are aware that we will not notify you of changes to our bank account details by email. We will only notify you of changes to important business information, including bank account details, in official correspondence which will be sent by postal mail.

If you ever receive any other communication purporting to come from us and which purports to change our bank account details or to request that you send funds to another account, please do not rely on this and immediately contact the person at this firm handling your matter by telephone. Even if the request appears to have come from us, you must never send funds to another account unless you have verified this with us.

We cannot take any responsibility for any losses where funds are transferred to other accounts that have not been verified by us.

#### Sending funds to our bank account(s)

Prior to transferring any funds to our account, we recommend you contact us to verify our account details. Wherever possible, you should contact the contact the person at this firm handling your matter by telephone.

#### Our firm sending funds to you

We may not agree to send any funds to you unless it is to a pre-agreed bank account which we have verified.

You must take care to protect your own data and bank account details. Confirming your bank details by email should be avoided.

For all new matters, the person with conduct of your matter will contact you by telephone to verify your bank account details, prior to our sending funds to you. We are sorry if this causes any delay to the processing of payments but we do consider that these steps are necessary to help protect you and your money from fraud.

If you are a long-standing client of the firm and/or a client to whom we have previously transferred funds and your bank account details have not changed we will rely on our previous transactions rather than contact you via telephone for verification unless circumstances exist which increase the level of risk or we otherwise consider it appropriate to do so.

## **INVESTMENT**

Sometimes the work we are likely to carry out for you can involve investments. We are not authorised by the Financial Conduct Authority (previously the Financial Services Authority) and so may refer a client to someone who is authorised to provide any necessary investment advice. However, we can provide certain limited services in relation to investments provided they are closely linked with the legal services we are providing to a client, as we are members of the Law Society of England and Wales.

If we recommend a referral to a particular firm, agency or business to provide you with investment advice, we shall do so in good faith but we shall not be liable to you for any advice you may be given by them. Furthermore, if that firm, agency or business is not another firm of solicitors you will not be afforded the regulatory protection of the SRA and shall not be entitled to the benefit of the SRA Compensation Fund.

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

## **INSURANCE**

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

We do not generally sell or advise on insurance policies except those that are required in relation to our conveyancing and litigation practices. In conveyancing work, clients may encounter a problem that can be overcome by the taking out of a suitable insurance policy such as to protect against a defect in the title to a property. Similarly, in litigation, 'after the event' insurance may be obtained by us on behalf of a client to protect against the costs the client may incur when making a claim. Should we identify a problem that cannot readily be overcome without taking out such a policy, we will inform clients at the appropriate time.

If we are requested to recommend an insurer, we will advise the client about the range of legal indemnity insurers we have checked before recommending a particular policy and, if it is not on a fair market analysis, we will explain the basis upon which the recommendation has been made and will check the suitability of any such policy. If we are requested to assist in the arranging of any insurance on behalf of a client, we will inform the client of all necessary information by means of a written 'demand and needs statement'.

If we recommend a referral to a particular insurer, we shall do so in good faith but we shall not be liable to you for any advice or assistance you may be given by them. Furthermore, you will not be afforded the regulatory protection of the SRA and shall not be entitled to the benefit of the SRA Compensation Fund in relation to those insurance services.

## **LIMITATION OF LIABILITY**

### Reliance by third parties

Advice rendered by us is provided for the purpose of the instructions to which it relates and for your benefit. It may not be used or relied on for any other purpose or by any person other than you without our prior agreement.

### Liability in respect of other parties

We will use all reasonable endeavours to ensure that all information provided by us is accurate but we cannot account for the accuracy of information provided by or obtained from third parties. We shall not be liable for any decision made or action taken by you or others based upon reliance on or use of information or advice provided by or obtained from third parties.

Where we are asked to recommend the services of another advisor or service provider, we will do so in good faith, but without liability and without warranting the ability or standing of that person or firm. We will not be responsible for the quality of the services provided by that person or firm.

### Limitation of our liability

Our liability to you for a breach of your instructions shall be limited to £3million unless we expressly state a higher amount in the letter accompanying these terms of business. We will not be liable for any consequential, special, indirect or exemplary damages, costs or losses or any damages, costs or losses attributable to lost profits or opportunities.

We can only limit our liability to the extent the law allows. In particular, we cannot limit our liability for death or personal injury caused by our negligence.

Please ask if you would like us to explain any of the terms above.

### **CONFIDENTIALITY**

We owe you a duty of confidentiality in respect of information relating to you which we obtain during the course of our retainer. All such information will be regarded as, and kept confidential at all times unless you instruct us to disclose information, consent to disclosure or except in the circumstances set out within these Terms.

Our duty of confidentiality to you is subject to any disclosures we are permitted to or required to make in good faith to the police, governmental, regulatory or supervisory authorities in relation to any statutory or regulatory obligations. In particular, we are required, without your knowledge or consent, to report any awareness or suspicion of money laundering in relation to the proceeds of any crime. We can also be ordered by the Government Agencies to disclose information and answer questions about your private affairs, again without your knowledge and consent. There may also be circumstances where we may feel that we have to reveal confidential information to an appropriate authority where there are genuine safeguarding concerns and/or a recognised threat to a person's life, health or welfare is sufficiently serious to justify the disclosure.

Our duty of confidentiality does not apply to a disclosure we make to our insurers pursuant to the terms of our professional indemnity insurance policy. In the event of a claim, complaint or the notification of a circumstance which may give rise to a loss or claim, we are obliged to make a notification to our insurers and this may necessarily result in your file being disclosed to our brokers or insurers.

### **CONFLICT**

An actual or potential conflict between your interests and the interests of another client of the firm may arise during the course of a matter. If this situation arises

during our dealings with you, we will discuss the position with you and determine the appropriate course of action.

### **EQUALITY & DIVERSITY**

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

### **DATA PROTECTION**

#### How we use your data

We are registered as a Data Controller with the Information Commissioners Office. We will use the information that you give us to provide you with legal services, as per your instructions. We will keep your information confidential and will only use it for the purpose(s) for which it was provided or as is permitted in law (i.e. for dealing with complaints or regulatory investigations).

#### Outsourcing of our services

Sometimes we have outsourcing arrangements with external companies which cover a range of services including, but not limited to secretarial and administration support, credit control and teleconferencing facilities to ensure that our services are provided promptly and efficiently. Personal data and confidential information that we hold may be passed to these providers in order for them to undertake these services. In doing so we will always take care to ensure that your information remains confidential and safe. In particular, we have appropriate data protection and confidentiality agreements in place with each of the providers.

#### Sharing information

If you are a client under the legal aid scheme then we may be contractually required to share some or all of that information with the Legal Aid Agency and / or with our quality assurance auditors.

Occasionally, we may need to share some or all of your information with our quality assurance auditors for the purposes of their assessment of whether we are adhering to quality standards. In particular, our files may need to be assessed for quality purposes by a Conveyancing Quality Scheme assessor and your file may be one of a sample which is to be assessed. Any examination will be strictly controlled and will be shared for the sole purpose of ensuring that our handling of your matter meets the requirements of the quality standard.

We may have to share some or all of your information with other third parties. This may include barristers, experts and other third parties who we need to instruct to assist us with your matter. We may also have to share information with the Legal Ombudsman (if you complain about our services) and the Solicitors Regulation Authority (the statutory body that regulates solicitors). In doing so we will always take care to ensure that your information remains confidential and safe. We will liaise with you during your case about which experts, barristers and other third parties we instruct on your behalf.

We may wish to contact you in the future about our other services. Please let us know if you are happy to receive that information. To inform us of your preference, you are invited to tick the relevant box in the notice provided with your client care letter and return it to us.

### Your Rights

You have rights as a Data Subject under the General Data Protection Regulation as incorporated into the law of the United Kingdom by virtue of the European Union (Withdrawal) Act 2018 (and known as the UK GDPR) the EU General Data Protection Regulation (EU GDPR) and the Data Protection Act 2018.

Our Data Privacy Notice which is made available on our website at [brgplaw.co.uk](http://brgplaw.co.uk) and/or will be provided on request contains important information on how and why we collect, process and store your personal data. It also explains your rights in relation to your personal data.

Your rights include the right to be informed what information we hold about you which is known as a data subject access request (although obviously it is likely that you will have provided us with such information as we hold).

You also have the right of access and to request a copy of any information about you that we hold at any time. You also have a right of rectification and, in particular, to request that information is corrected if it is inaccurate.

There are also other rights available to you but these may be limited to a certain extent should you become a client as we may have overriding regulatory duties with respect to handling of your data for the purposes of providing services to you.

In particular, you may have a right of erasure (also known as the right to be forgotten). In certain circumstances, this allows you to request that we erase your personal data. This is not an absolute right however and, once you become a client of our firm, we will be required by our regulators and for legal purposes to retain some of your personal data and other information within case files (for retention periods, please see below).

If you are concerned about our handling of your personal data, there are also other rights available to you: a right to restrict processing; a right to data portability; a right to object and to request we stop processing your personal data; and a right in relation to automated decision making and profiling.

Importantly, you also have rights to complain to the Information Commissioner's Office if you feel that your data is not being handled properly.

For information on how your information is used, how we maintain the security of our information, and/or to exercise any of your data rights as explained above, please contact us. Similarly, if you wish to make a complaint in relation to our handling of your data, such as any potential data breach, then please contact us at the earliest opportunity.

Further Information about your data rights and how to exercise them is set out in our Data Privacy Notice (see above about how to access that). Further details are also available by visiting the Information Commissioner's Office's website at: <https://ico.org.uk/your-data-matters/>.

Please mark your enquiry, request or complaint for the attention of Morwenna Homewood who is our Data Protection Lead and the person in this firm responsible for data protection. All enquiries and requests can be sent to them by telephone 01934 414161, by emailing [Morwenna.homewood@brgplaw.co.uk](mailto:Morwenna.homewood@brgplaw.co.uk) or in writing to 50, Boulevard, Weston Super Mare, BS23 1NF

### How long will we hold your data?

We will only hold your information for as long as necessary to provide you with legal services and then for only so long as we are required either contractually or under our regulatory obligations. This will generally be seven years after the end of your matter. For some cases, for instance where you or a named party are currently under the age of eighteen, we may decide that we are required and/or it is proper and appropriate to keep your data for longer than this period, but we will notify you if we believe that your case falls into this category.

After the designated retention time, we may confidentially destroy all information that we hold about you (in accordance with the clauses below relating to storage and retrieval) other than your name, address and date of birth or other information which we will be obliged to continue to hold for the purposes of ensuring that we never act for another client where doing so would conflict with our obligations of confidentiality to you.



## **MONEY LAUNDERING, TERRORISM FINANCING AND PROLIFERATION FINANCING**

### Notification

Solicitors who deal with money and property on behalf of their client can be used by criminals wanting to launder money or other illegal purposes.

We also need to comply fully with anti-money laundering, counter-terrorist financing and counter-proliferation financing statutory and other regulatory requirements that apply to our sector.

We are under a strict legal duty to report any circumstances where we know or suspect that a client is involved in or a matter have involvement with money laundering, terrorist financing or proliferation financing, to the National Crime Agency. If we make a disclosure in relation to your matter, we may not be able to tell you that a disclosure has been made or seek your consent. If we make a disclosure, we may also have to stop working on your matter for a period of time and may not be able to tell you why.

### Identification & Verification

In view of the above, we may be required to identify and verify your identity as well as the identity of other persons such as directors or beneficial owners of a company.

We may also be required to carry out background checks on you as well third parties and to make detailed enquiries as to the source of funds being used in relation to transactions on which we are instructed to advise.

Depending on the type of matter and the particular circumstances of the instructions, we may ask you to provide us with proof of your identity, to make searches of appropriate databases and/or to obtain detailed information about the source of any funds or your financial circumstances and the sources of your income or wealth. Where in the course of our checks it is established that the intended funds for your matter are the proceeds of crypto assets, we may pause and subsequently cease work on your matter, unless we can verify that funds from an alternative source have been made available. This information will usually be requested at the outset of the matter and before any work can commence but it may also need to be requested again at other times during the matter, as appropriate.

We may also conduct an electronic database search and our charges for doing so (to include the fees incurred by us) will be recharged to you in our bill (please see our

client care letter for confirmation of the amount that you will be charged).

We are required to retain records of the identification obtained. We may delay, decline or cease to act for you if we have requested information to verify your identity or other aspects of the matter such as funding but there has been an unreasonable delay in providing it.

You must also not send us any money until we have told you these checks have been completed.

Subject to the provisions above in relation to liability, we shall not be liable for any loss arising from or connected with our compliance with any statutory obligation, or executing our internal procedures put in place to meet those obligations in good faith, or reasonable belief we may have, to report matters to the relevant authorities under the provisions of the money laundering, terrorist financing and/or proliferation financing legislation.

## **FINANCIAL SANCTIONS**

The UK sanctions regime imposes serious and extensive restrictions on our dealing with clients (and other third parties) who are or become a designated person under the UK sanctions legislation. There are specific reporting obligations and prohibitions (with potential penalties) on carrying out certain activities or behaving in a certain way where financial sanctions apply.

As such, to determine if we can act for you in a certain matter or if there are any other reporting duties we need to comply with, we may also need to conduct additional verification checks on you, other persons such as directors or beneficial owners of a company as well as, potentially, other third parties such as counter-parties in a matter.

## **MORTGAGE FRAUD**

If we are also acting for your proposed lender in a conveyancing transaction, we have a duty to fully reveal to your lender all relevant facts about the purchase and mortgage. This includes:

- any differences between your mortgage application and information we receive during the transaction.
- any cash back payments or discount schemes that a seller is giving you.

## **REFERRALS**

If your matter has been referred to us by a third party and/or we have a financial arrangement with that third party then we shall disclose all relevant details to you in our Client Care Letter including the name of the referrer and the amount of any payment we make to that third

party for referring you to us. Similarly, if we receive a financial benefit as a result of acting for you, we will tell you of the amount in our Client Care Letter.

If the third party is paying us to provide services to you, we will inform you in our Client Care Letter of the amount the third party is paying us to provide services to you and, where applicable, the amount you are obliged to pay the third party.

Despite any financial relationship with a third party, we will provide you with independent advice and you are entitled to and we hope that you will feel happy to raise questions with us about any aspect of your matter.

Any information you provide to us or any advice that we give you during your matter will not be shared with the third party unless you expressly agree.

However, please note that if we are acting both for you and the third party in this matter, we may have to stop acting for both of you if there is a conflict of interest.

## **EMAIL COMMUNICATIONS**

If you have the necessary facilities we will sometimes use email for communication with you unless you tell us not to.

There are some specific points of which you should be aware:

- i. Communications over the internet are not completely secure. You will have to guide us as to what should or should not be sent over the internet.
- ii. Viruses or other harmful devices may be spread over the internet. We take reasonable precautions to prevent these problems by use of a firewall and virus checking software. If we are to communicate by email, it is on the basis that you will do likewise.

## **TERMINATION**

### Termination by you

You may withdraw your instructions at any time by written notice to us.

Should your matter not be carried through to completion then a charge will be made in respect of the work that has already been completed based upon the fee structure that has been agreed. VAT or similar taxes will be payable on that amount and you will also be billed for any disbursements incurred.

We will be entitled to keep all your papers and documents whilst there is money owing to us for our fees and expenses.

### Termination by us

In some circumstances, we may consider that we ought to cease acting for you. We will only decline to act further for you where we have reasonable grounds to do so. Valid reason for our terminating our relationship with you and/or ceasing to provide services includes:

- failure by you to settle invoices in full on the due date or to make payments in advance when so requested;
- failure by you to give clear and proper instructions on how we are to proceed;
- if it is clear that you have lost confidence in how we are carrying out your instructions;
- if by continuing to act we would be in breach of the law or rules of professional conduct;
- if you act in an abusive or offensive manner; and/or
- you or an associated individual become a designated person under the UK sanctions legislation or there is an increased sanctions risk that cannot be managed to an acceptable level.

This is not an exhaustive list. If we do cease to act for you then we will confirm in writing the reasons why and give you reasonable notice.

### **STORAGE AND RETRIEVAL OF FILES**

At the end of the matter, we will be entitled to keep all your papers and documents while there is still money owed to us for fees and expenses.

At the conclusion of your matter, we will store your file of papers for a reasonable period of time. We would usually store casefiles for six years from the date of the final bill but reserve the right to determine the period of storage. Such papers or files may be stored in an electronic form (with the original paper version being destroyed as soon as it is scanned and saved as an electronic file).

There may be documents such as deeds or wills which we have agreed to deposit for you in safe custody or documents that you have otherwise asked to be returned to you. We will not destroy any such documents.

This service is currently free of charge. We do not always store clients' deeds and documents on our own premises but outsource our storage facilities to independent third parties.

We also reserve our rights to destroy your files and papers (whether electronic or paper based) after a reasonable period, without prior notice to you, unless we receive a written request from you during this period. At your request we will return any papers or property

belonging to you which are not subject to a lien or otherwise being stored for safe keeping.

If we retrieve papers or documents or electronic data from storage in relation to continuing or renewing instructions to act for you, we will not charge for the direct cost for retrieval from storage. You may also have a right to be provided with a copy of personal data held by us as part of a legitimate subject access request (see the data protection section above). However, in all other cases, we reserve the right to make a charge for the retrieval or delivery of any stored files (including electronic data), papers or deeds or a charge based on the time we spend reading stored files, papers of deeds, writing letters or other work necessary to comply with your instructions. If charges are made, they would be based on our hourly rate applicable at the given time and/or any reasonable postage charges, where applicable, but we would always discuss this with you beforehand.

**THIRD PARTY RIGHTS**

The Contracts (Rights of Third Parties) Act 1999 does not apply to the terms of our retainer with you or any subsequent amendment to it unless we expressly confirm in writing this it does apply.

**ENFORCEMENT**

In the event that any of these terms and conditions is held to be invalid, the remainder of the terms and conditions will remain in full force and effect.

**GOVERNING LAW**

These terms and conditions shall be governed by, and construed in accordance with, the law of England & Wales.

The Courts of England & Wales shall have exclusive jurisdiction in relation to any claim, dispute or difference concerning this agreement and any matter arising from it.

**FUTURE INSTRUCTIONS**

Unless otherwise agreed, and subject to the application of the current hourly rates, these Terms and Conditions of Business shall apply to any future instructions given by you to us. Although your continuing instructions in this matter will amount to an acceptance of these terms and conditions of business, it will be helpful if you will please sign and return one copy of them for us to retain on our file.

As this is an important document, please keep your copy in a safe place for future reference.

*I have read, understood and accept the terms and conditions of business set out above.*

Signed.....

Date.....

**CANCELLATION OF YOUR INSTRUCTIONS**

Right to cancel

This Notice has been provided to you because you have entered into a contract to which the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 ('the Regulations') apply. Under the Regulations, you have the right to cancel this contract if you wish to do so within fourteen working days without giving any reason.

This Notice explains how to exercise this right. It also gives you other information that is required by the Regulations.

The cancellation period will expire after 14 days from the day of the conclusion of the contract - that is within 14 days of the date that you receive this notice.

In order to exercise your right to cancel the contract, you need to deliver or send to us a cancellation notice (that is, a written and clear statement that you wish to cancel the contract e.g. a letter sent by post, fax or email). The cancellation statement or notice should be delivered or sent to the person dealing with your matter by email or by post to our registered office at 50, Boulevard, Weston Super Mare, BS23 1NF

To meet the cancellation deadline, it is sufficient for you to send your communication concerning your exercise of the right to cancel before the cancellation period has expired.

Commencing work during the 14 day cancellation period

We cannot provide any services before the end of the cancellation period unless you have made an express request to that effect. If you require us to undertake some urgent work for you before the cancellation period expires, you are welcome to request that we do so. This request should be made in writing and sent to the person who is dealing with your case at by email or in writing to our registered office at 50, Boulevard, Weston Super Mare BS23 1NF.

However, please note that if you do ask us to begin the performance of services during the cancellation period and then subsequently seek to cancel the contract, you will be liable to pay us an amount which is in proportion to what has been performed until the time that you have communicated us your cancellation from this contract, in comparison with the full coverage of the contract.

#### Effects of cancellation

If you cancel this contract within the relevant period, this will end both your and our obligations under the contract.

There may be so potential difficulties in re-applying for legal aid for the same matter, if the contract is terminated. We would suggest that you contact us immediately in order that we may discuss this with you in more detail or, if that is appropriate to seek the advice of another solicitor.

If you cancel this contract, we will reimburse to you all payments received from you.

We will make the reimbursement without undue delay, and not later than 14 days after the day on which we are informed about your decision to cancel this contract.

We will make the reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of the reimbursement.

**PRIVACY NOTICE**

We may wish to contact you in the future about our other services. Please indicate if you are happy for us to do so?

Yes, I am happy for you to contact me about other services

No, I do not want you to contact me about other services

Please tick as appropriate.

If you change your mind at any point in the future then please do not hesitate to let us know.

We may need to share some or all of your information with our quality assurance auditors for the purposes of their assessment of whether we are adhering to quality standards. Do you consent to us sharing that information?

Yes, I consent

No, I do not consent

Please tick as appropriate.

If you change your mind at any point in the future then please do not hesitate to let us know.