

## Terms of Business

### **INTRODUCTION**

This document contains the standard terms of business and should be read in conjunction with the accompanying engagement letter(s) which will contain information about who will be working for you, the scope of work to be carried out and the basis of your fees. If there is any conflict between these terms and the engagement letter, the contents of the engagement letter will apply.

These terms of business cannot be varied without the written agreement of a Partner/Member.

Any reference in these terms to the "firm", "we", "us" or "our" means Bendles LLP and not to any individual partner/ member or employee. The instructions you have given us create a contract for the provision of services to you. We have a duty to work for you with reasonable care and skill. Our advice and services are for your benefit only and may not be used or relied on by anyone else.

### **ABOUT OUR FIRM**

Bendles (Solicitors), Beaty & Co. and Bleasdale & Co. are trading names of Bendles Solicitors LLP a limited liability partnership, **Registered in England and Wales, number OC402126**, authorised and regulated by the Solicitors Regulation Authority (SRA) reference number 625949 and a list of our members, all of whom are solicitors, is available for inspection at our registered office at:

**Portland Building, Cooper Way, Kingstown, Carlisle, Cumbria, CA3 0JG**

**DX 63010 Carlisle**  
**T: 01228 522215**  
**F: 01228 515442**  
**W: [www.bendlessolicitors.co.uk](http://www.bendlessolicitors.co.uk)**  
**E: [info@bendlescarlisle.co.uk](mailto:info@bendlescarlisle.co.uk)**

**VAT registration number: 393459316.**

We also have offices at:

**1, Victoria Place, High St, Wigton CA7 9PJ**

**DX 7146685 Wigton**  
**T: 01697342121**  
**F: 01697344697**  
**W: [www.beaty.co.uk](http://www.beaty.co.uk)**  
**E: [info@bendleswigton.co.uk](mailto:info@bendleswigton.co.uk)**  
(SRA) reference number 655841

**14, Scotch Street, Whitehaven CA28 7NG**

**T: 01946692165**  
**F: 01946691128**  
**W: [www.bleasdales.com](http://www.bleasdales.com)**  
**E: [contact@bleasdales.com](mailto:contact@bleasdales.com)**  
(SRA) reference number 8003079

We are subject to professional rules of conduct. The Rules can be viewed at [www.sra.org.uk](http://www.sra.org.uk) or by writing to:

The Solicitors Regulation Authority, The Cube, 199 Wharfside Street, Birmingham, B1 1RN. You can also contact them by calling the Solicitor's Regulation Authority's contact centre on 0370 606 2555, from 09.00 to 17.00, Monday to Friday.

### **MANAGEMENT OF YOUR CASE**

Our engagement letter will inform you of the fee earner dealing with your matter, together with the name of the person who has ultimate responsibility for the conduct of your case. If for any reason you are unable to contact the fee earner, please feel free to speak with a member of our support staff who shall be pleased to take a message for you.

### **Your Responsibilities**

In order that we are able to provide the level of service we strive to achieve; you must agree to the following:

- You will provide full and accurate instructions or information necessary for dealing with your case and we will rely on the information being true, correct and complete.
- You provide all documentation or information when requested in a timely manner throughout the conduct of the case.
- You keep us informed about any significant changes in your circumstances.
- You make all payments to us, when requested, for money on account in respect of or payment of our invoices, including disbursements, VAT or other relevant payment.

### **Our Responsibilities and Service Standards**

We are committed to providing an efficient, high quality and cost-effective service having regard to the requirements of your individual needs. In order to do this, it is important that we agree in advance the nature of our relationship. This will include:

- Acting in your best interests at all times of the retainer, subject to the law and our professional obligations.
- Regular communication and updates at relevant stages of the matter. Please note however that it is our policy to treat postal communications, faxes and emails in the same way and these are normally processed on a priority basis and according to the date and time of receipt. It is our aim to respond to you as quickly as possible but, as you will appreciate, volumes of incoming correspondence do fluctuate, and this can occasionally cause a delay in response.
- Explanations and the provision of appropriate advice in relation to the aspects of the legal work we have been instructed to undertake, including relevant changes in the law.
- Communication of costs updates at relevant stages of the matter.

- Advice as to the likely timescale we expect the various stages of the transaction to take.

### **Hours of Business**

Our normal office hours are from 9:00 am to 5:00 pm Monday to Friday. In certain circumstances work may be carried out other than during usual office hours and appointments outside of those hours may be available.

### **Confidentiality**

We keep information passed to us confidential and will not disclose it to third parties except as authorised by you or required by law. In certain circumstances the law requires us to disclose information relating to you (for example, payments of interest earned on a clients' account may have to be disclosed under the EU Savings Directive). If on your authority we are working with other professional advisers, we will assume that we may disclose any relevant aspect of your affairs to them. Sometimes we employ other people, or companies to undertake routine administrative work on our files, such as photocopying, billing etc. We will always seek a confidentiality agreement with any providers of such service. If you do not want us to do this with your file, please tell us as soon as possible. External firms or organisations may also conduct audit or quality checks on our practice. These external firms or organisations are required to maintain confidentiality in relation to your files.

It might be necessary for us to pass information and papers relating to your matter to our insurers as part of our insurance arrangements. You accept that by appointing us to act for you we are able to do this.

Where you provide us with fax or computer network addresses for sending material, we will assume, unless you tell us otherwise, that your arrangements are sufficiently secure and confidential to protect your interests.

The Internet is not secure and there are risks if you send sensitive information in this manner or you ask us to do so. Data we send by email is not routinely encrypted, so please tell us if you do not want us to use email as a form of communication with you or if you require data to be encrypted. We will use our best endeavours to protect the integrity of our computer systems by screening for viruses on email sent or received. We expect you to do the same for your computer systems.

### **Conflicts**

Under legal and professional rules, we may have to stop acting for you if there is a conflict between your interests and those of another client, or between our interests and your interests. Subject to compliance with the professional rules that regulate our conduct as lawyers, we cannot be prevented or restricted by reason of our relationship with you from advising other clients, including clients whose interests might now or in the future be contrary to your own.

### **Referrals to Third Parties**

During the conduct of your case, we may recommend the use of another firm, professional agency or business and in such circumstances, we will do so in good faith and always ensure we act in your best interests. Please note however that we will not be responsible or liable to you for any advice or assistance you may be given by any third-party firm, professional agency

or business we recommend. You should also be aware that if the third-party firm, professional agency or business is not a "firm" authorised and regulated by the Solicitors Regulation Authority (SRA) you will not be entitled to the protections of the SRA Code of Conduct, the SRA Indemnity Insurance Rules or the SRA Compensation Fund.

### **Referrals from Third Parties**

Where we have entered into an agreement to pay a fee to a third party for referring your case to us, any such fee will be payable by this firm and not by you and therefore will not affect the overall charges or expenses you have agreed to pay us for the work we will do for you. The referral agreement we have entered into with the third party will in no way compromise our professional judgement or our independence in relation to the legal advice, assistance and/or representation we will give to you, and you are free to raise questions on all aspects of this matter. Information provided by you to us will not be disclosed to the third party without your consent. In the unlikely event that a conflict of interest does arise we will notify you immediately and we may be obliged to cease acting for you.

### **FEES**

At the outset of a matter, we will agree the basis on which we will charge you, and the engagement letter will set out arrangements concerning our fees and expenses. As a part of this firm's retainer with you, you agree to accept delivery of bills by hard copy or email.

### **Methods of Funding:**

#### **Fixed Fee Agreements**

In certain circumstances we may agree to act on your behalf on the basis of a fixed fee and, if this is the case, you will be told at the outset and the fee will be confirmed in the engagement letter.

#### **Hourly Rates**

Our fees are calculated mainly by the time spent on the matter (including travelling and waiting) and can also take into account the speed in which we are asked to carry out the work and its complexity. Please note additional costs over and above quoted hourly rates may be applicable for work undertaken outside normal office hours or required to be carried out at short notice. The charges are broken down into units of 6 minutes with routine written communications and telephone calls charged at 1 unit each. These charges do not include VAT, which will be added to the bill at the prevailing rate at the time of the invoice, as opposed to at the time of any quote or estimate. We keep a detailed record of this time. Hourly rates are reviewed each year in October and may be subject to review and revision at other times. We will tell you of any changes to our hourly rates.

Alternative funding arrangements depend on the nature of the work being carried out for you. Please see below for further possible funding for contentious matters and information regarding the other parties' costs in any dispute.

### **Contentious Matters:**

We will discuss with you at the outset whether you have an alternative way of paying our costs where you are or might be involved in a dispute.

## 1. Litigation

### Alternative methods of funding your case

We will discuss with you at the outset whether you have an alternative way of paying our costs where you are, or might be, involved in a dispute.

### **Public Funding**

Legal Aid is now no longer generally available for Civil Litigation cases (with certain exceptions). Possible eligibility for public funding will be discussed with you.

### **Legal Expenses Insurance**

Please check to see whether you already have a policy in existence which may provide cover for your own legal fees and expenses, and perhaps those of your opponent in the event that you lose your case, or the court orders you to pay some or all of your opponent's costs. Insurance cover may be available through either a motor vehicle policy or a home contents policy in either your name or in the name of your wife/husband or partner.

In certain circumstances the insurance company may suggest that you use one of their panel's firm of solicitors and if this is the case you should let us know immediately. We will discuss with you whether to seek their approval for this firm to act on your behalf under the terms of the policy.

If you advise us that you do not have an existing policy for legal expenses insurance, we will proceed on that basis in which case we may advise you that you should take out an "After the Event" (ATE) insurance policy to cover the costs and expenses associated with your claim. You will be responsible for the premium payable in relation to this policy.

### **Conditional fee agreement**

We will discuss with you whether it is possible to enter into a conditional fee agreement (also known as a "No win no fee" agreement). Under this type of agreement, you do not pay our legal costs if your claim is unsuccessful, although you will be responsible for any disbursements or expenses we incur on your behalf (subject to any ATE policy in place). If you win your case, you remain responsible for our charges and expenses, which we will seek to recover from your opponent. We may also charge you a "success fee" which is payable by you, and this can be up to 100% of our total costs. If we agree to act on this basis further details of the agreement will be provided in the engagement letter and in our "Conditional Fee Agreement".

### **Damages based agreement**

Another way of funding your claim is on the basis of a damages-based agreement. In such cases you will not be responsible for our legal costs if your claim is unsuccessful, although you will have to pay any disbursements or expenses we incur on your behalf. You may also be responsible for your opponent's costs and expenses. However, if you win your case and are awarded damages you will be required to pay our disbursements or expenses together with a percentage of any damages you receive (a maximum of 25% in Personal Injury cases, 35% in employment disputes and up to 50% in all other matters). If we agree to act on this basis further details of the agreement will be provided in the engagement letter and in our "Damages Based Agreement".

### **Contingency Fee Agreements**

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For criminal injuries compensation (CICA claims) involving personal injury and/or loss we may agree to act for you under a contingency fee agreement. In such cases, if you are awarded compensation, you will pay us a maximum of 35% of that compensation towards our costs, VAT and any expenses or disbursements we have incurred. If you lose your case, you pay us nothing. If we agree to act on this basis further details of the agreement will be provided in the engagement letter and in our "Contingency Fee Agreement".

### **Funding by another body**

Your employer or trade union could be responsible for your costs and if you think this is the case you should tell us immediately. If another body does pay your costs, then, with your consent, we may have to tell that body about your dispute.

### Contested matters – other parties charges

If you are successful and the court orders the other party to pay some or all of our charges and expenses, interest may be claimed on them from the other party from the date of the court order. We will account to you for such interest to the extent that you have paid our charges or expenses on account, but we are entitled to the rest of that interest.

You will also be responsible for payment of the charges and expenses of seeking to recover any charges and expenses the court orders the other party to pay.

In some circumstances, the court may order you to pay the other party's legal charges and expenses; for example, if you lose the case or lose on certain issues. In addition, the court has the power to assess costs and make orders for immediate payment during the course of a case. Such summary assessment may take place following any hearing and will usually be made against the losing party at that hearing.

Any money ordered or assessed by the court to be paid will in these circumstances be a liability payable by you in addition to our charges and expenses and in the case of summary assessment costs, within 14 days of making of the order. We will discuss with you whether our charges and expenses and your liability for another party's charges and expenses may be covered by insurance, and, if not, whether it would be advisable for you to have insurance to meet the other party's charges and expenses.

You remain responsible for our charges, even if a third party has agreed to pay your legal costs and regardless of any Costs Order made by a Court or against an opponent (if any).

## 2. Family and Matrimonial

### Alternative methods of funding your case

We will discuss with you at the outset whether you have an alternative way of paying our costs where you are, or might be, involved in a dispute.

### **Legal Aid**

If you are eligible for "Legal Aid" we will discuss this possibility with you.

### Contested matters – other parties charges

The general rule in matrimonial and family cases is that each party pays their own lawyer's costs. By contrast to other Court

cases, in family cases Courts do not automatically order the “loser” to pay the “winner’s” costs. This is because it is not often apparent that there is a “winner” or a “loser”. In cases involving children or finances, the Court will only order one party to pay the other’s costs in exceptional circumstances, for example, if one party has conducted the Court case in a way that has wasted considerable resources or if a party has tried to mislead the Court. If necessary, please ask me as to whether an order for costs is likely to be made in your case

We will discuss with you whether your charges and expenses might be paid by another person. Even if you are successful, the other party is very unlikely to be ordered to pay all your costs and expenses, usually it will be only a proportion and you will have to pay the balance of our charges and expenses. In “small claims” cases you will not recover more than a nominal amount and in Employment Tribunal cases or in any claim where your opponent has public funding, you may recover nothing at all.

If you are successful and the court orders the other party to pay some or all of our charges and expenses, interest may be claimed on them from the other party from the date of the court order. We will account to you for such interest to the extent that you have paid our charges or expenses on account, but we are entitled to the rest of that interest.

You will also be responsible for payment of the charges and expenses of seeking to recover any charges and expenses the court orders the other party to pay.

In some circumstances, the court may order you to pay the other party’s legal charges and expenses; for example, if you lose the case or lose on certain issues. In addition, the court has the power to assess costs and make orders for immediate payment during the course of a case. Such summary assessment may take place following any hearing and will usually be made against the losing party at that hearing.

Any money ordered or assessed by the court to be paid will in these circumstances be a liability payable by you in addition to our charges and expenses and in the case of summary assessment costs, within 14 days of making of the order.

You remain responsible for our charges, even if a third party has agreed to pay your legal costs and regardless of any Costs Order made by a Court or against an opponent (if any).

#### **Legal Aid**

If your costs can be claimed under the legal aid scheme, we will provide you with a separate letter setting out the relevant details of that Scheme.

#### **EXPENSES AND INFORMATION ON ALL MATTERS**

##### **Timescale and estimates**

It is not always possible to tell at the outset how long a matter will take and what the overall cost is likely to be. If this is the case, we will explain the reasons for this and give as much information as we are able, with regular updates as the matter progresses.

Where it is possible, we will provide an estimated time scale for the various aspects of your matter and an estimated total fee for the work you have instructed us to complete in our accompanying engagement letter. The estimated charges are

based on the work which we have been instructed to undertake. If you ask us to undertake further work, additional charges will apply commensurate with the additional work to be carried out. We shall endeavour to provide an estimate of any additional charges at the appropriate time.

If you wish, we can set an upper limit on the costs which you may incur, which we shall not exceed without contacting you. You must specifically advise us of this if this is what you require.

##### **Payments on account**

We will deliver interim invoices to you at agreed intervals, for the work carried out during the conduct of the case. You consent for us to send you invoices by email or post. We find that this helps clients in budgeting for costs as well as keeping them informed of the legal expenses which are being incurred. It is essential that payment is made promptly. Money paid in advance will be credited to our client account and will be applied to pay disbursements, as they are incurred, and for payment of our bills.

Invoices are to be paid within 28 days from the date of the invoice, unless otherwise agreed with the firm.

We offer the facility of payment by bank transfer. Our bank details are:

##### **Bendles LLP Client Account**

Virgin Money  
82 English Street  
Carlisle  
CA3 8HP  
Sort Code: **82-70-24**  
Account Number: **20252852**

We accept payment via cheque, which must be from an account in the name of client by whom we are instructed on the matter, must be dated and signed correctly and made payable to Bendles LLP.

We can only accept cash payments to the value of up to £500.00 per client per matter, as partial or full settlement of fees.

In certain circumstances, expressly under the agreement of the firm, you may be able to set up a monthly standing order payment with your bank, depositing an agreed amount into the bank account above.

##### **Expenses**

All disbursements which we incur on your behalf will be payable by you in addition to our fees. A disbursement is an additional expense which is payable to a third party, such as: a Court fee, a Barristers fee, Land Registry fees, experts or agents’ charges and travel expenses. If we charge a bank transfer fee, it will include any actual bank charges plus an administration fee for work carried out by Bendles. If the bank transfer fee is provided by our Wigton office, the actual charge levied by our bank to us is £15 + VAT and if the bank transfer fee is provided by our Carlisle or Whitehaven office, the actual charge levied by our bank to us is £12.50 exclusive of VAT. We then charge an addition administration fee on top of each of those fees for the provision of the service, meaning that in

each case (Wigton, Carlisle or Whitehaven) the actual fee payable by you is £30 + VAT.

We may also charge for the cost of international telephone calls. Postage charges which arise during the normal conduct of your case for routine letters to you and third parties are included in our hourly rate. However, we may charge separately for items sent abroad, those sent by special delivery or for larger items (e.g., packages or parcels). We may also charge you for photocopying, scanning and creating certain documents at a rate of £0.20 for each black and white page and £0.50 per copy for colour, or at cost price if outsourced. Mileage is charged at 55 pence per mile.

We will request you to place us in funds before any disbursements are incurred.

Accounts should be settled within one month from the date of invoice. In the event that requests for payments on account are not met or an interim or final invoice remains outstanding, interest at 8% per annum will be charged. Interest will be chargeable on a daily basis from the date of the bill until payment of the sum due. In addition, we may be obliged to cease acting for you in this, and any other matter upon which you have instructed us.

We also have a right to keep all papers, documents, money or other property held on your behalf until all money due to us is paid. This is called a solicitor's lien. A lien may be applied after our retainer ends. Note that any electronic documents will not become your property at any stage unless this has been agreed in writing with this firm.

We are able to offer the facility for payment by debit or credit card. There is no fee payable if payment is by debit card, however if you wish to pay by credit card, we reserve the right to charge a service fee currently 2.5% and for business credit cards the fee will be higher. You will be advised at the time of payment what the service charge will be.

Should this matter not be carried through to completion, then a charge will be made in respect of the work which has been carried out, including where we act on a fixed fee basis, in accordance with the applicable hourly rate. VAT is payable on that amount, and you will also be billed for any disbursements or expenses incurred.

Where court proceedings are commenced, this firm will normally place itself on the Court Record as acting for you unless you do not wish us to do so. If for any reason the firm is required to apply to the Court to come off the Record, the costs of this are payable by you.

#### **CLIENT SATISFACTION**

We are committed to providing high quality legal advice and client care. If you are unhappy about any aspect of the service you have received or about the bill, please refer the matter to the conducting fee earner. Their first step will be to fully discuss with you the matter which is troubling you or causing you concern. He or she will attempt to deal with your concerns and provide you with a full explanation of the position within an agreed timescale. You consent to us contacting you under our Privacy Policy for the purposes of Marketing and Communication unless as per our client care letter you inform us otherwise.

If you remain unhappy, please contact Eileen Longcake at Carlisle, who is the firm's Practice Manager and who will liaise with the firm's complaints partner John Stevenson and. He is responsible for dealing with complaints and will be happy to discuss the matter with you. A complaint concerning either of them may be directed to Michael Johnson who is a partner in this firm. At any stage you may request a copy of our Complaints Procedure. We will investigate your complaint promptly and carefully and do what we reasonably can to resolve the difficulties. This firm have eight weeks to consider your complaint. In the unusual event that we are unable to resolve the matter to your satisfaction within this timescale, you may complain to the Legal Ombudsman

Normally, you will need to bring a complaint to the Legal Ombudsman within six months of receiving a final written response from us about your complaint or within six years of the act or omission about which you are complaining occurring (or if outside of this period, within three years of when you should reasonably have been aware of it).

The contact details for the Legal Ombudsman are:

Address: PO Box 6806, Wolverhampton, WV1 9WJ  
Tel No: 0300 555 0333  
Website: [www.legalombudsman.org.uk](http://www.legalombudsman.org.uk)  
Email: [enquiries@legalombudsman.org.uk](mailto:enquiries@legalombudsman.org.uk)

Some clients may not have the right to complain to the Legal Ombudsman, for example:

- most businesses (unless they are defined as micro enterprises)
- charities or clubs with an annual income of more £1m
- trustees of a trust with asset value of more than £1m.

Further details concerning who is entitled to complain appear in our complaints handling procedure and on the Legal Ombudsman website.

Where you believe that an invoice has been issued that is either unfair or incorrect you are entitled to make a complaint. We will always seek to rectify such an issue to your reasonable satisfaction. Where this cannot be achieved you may be entitled to object to the invoice by making a complaint to the Legal Ombudsman and/or by applying to the Court for an assessment of the bill under Part III of the Solicitors Act 1974. However, if all or part of the bill remains unpaid the firm may be entitled to charge interest.

#### **ANTI-MONEY LAUNDERING**

The Proceeds of Crime Act 2002 and the Money Laundering Regulations 2017, which aim to prevent money laundering and counter-terrorist financing, require us to conduct customer due diligence (CDD) when we act in connection with certain types of financial business. Where appropriate we will request all necessary information about your financial status, the nature and purpose of the transaction and the source of funds to be used. We advise you in our initial client care letter that we need to see and retain a photocopy of your Passport, a Photo Driving Licence, National Identity Card (or similar document) as evidence of your identity together with a recent utility or council tax bill (or similar type of document) as additional evidence of your address. Only original documents are acceptable and where these are not available, we will discuss

with you the alternative methods of certification.

In certain circumstances external agencies may be used to assist with CDD and you may be charged the expenses associated with such checks, although we will notify you if that is the case.

We are obliged by law to report to the National Crime Agency (NCA) any evidence or suspicion of money laundering or involvement in the proceeds of a crime in relation to your instructions. The law prohibits us from notifying you that a report has been made and we may be prevented from continuing with the transaction until permission has been obtained from NCA.

Unless special arrangements have been agreed with us in writing and subject always to our absolute discretion, our Anti-Money Laundering and Counter Financing Terrorism Compliance Policy states that we will not accept cash payments to the value of more than £500.00 in full or partial settlement of our invoices or accept cash payments in excess of £500.00 into our client account.

#### **FINANCIAL SERVICES**

The Law Society is the designated professional body for the purposes of the Financial Services and Markets Act 2000, but responsibility for regulation has been delegated to the Solicitors Regulation Authority (the independent regulatory body of the Law Society), and responsibility for handling complaints has been delegated to the Legal Ombudsman. The contact details for the Solicitors Regulation Authority can be found earlier in this document.

The limited regulated activities that we carry out are issuing certain insurance policies such as, after the event insurance in litigation matters, defective title insurance and other property indemnity insurance (such as breach of covenant, absence of easement, lack of planning permission, unknown rights and covenants policies) in conveyancing matters.

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

Any insurance policy arranged by us on your behalf, shall, in our opinion, be adequate to meet your needs, however we would advise you that we do not recommend any policy over and above any other and that it is your responsibility to check that you are satisfied with the excess levels, exclusions, limitations and other policy terms. We do not conduct a fair analysis of the insurance market prior to arranging insurance policies. We do not have any voting rights or capital invested in any of the insurers we may introduce you to. You can request details of the insurance undertakings with which we conduct business at any time.

You hereby agree to provide us with details of any relevant existing insurance policies you may have, and you agree that

we shall not be liable to you for any losses you sustain as a result of your failure to provide us with such details.

#### **DATA PROTECTION**

We use the information you provide primarily for the provision of legal services to you and for related purposes including, updating and enhancing client records in order to help us manage our practice, statutory returns and legal and regulatory compliance.

In order to provide you with services we need to process your personal data. We will retain your information for a period of at least six years, and we will retain some information indefinitely for the purposes of anti-money laundering and/or conflict of interest checks. By instructing this firm to act for you, you are giving your agreement to this. Please see our Privacy policy for detailed information about how we use your personal data, store your personal data, retain your personal data and your rights in relation to your personal data. The Privacy policy is available at: [www.bendlessolicitors.co.uk](http://www.bendlessolicitors.co.uk). If you would like us to send you a copy, please contact us at [el@bendlessolicitors.co.uk](mailto:el@bendlessolicitors.co.uk).

All our Data Protection and Information Management policies and procedures are in line with UK General Data Protection Regulations (UK GDPR).

#### **PAPERS HELD BY US**

When a matter has been completed and all fees paid, we will return to you, at your request, any documents you have provided in connection with that matter and any other papers to which you are entitled. We cannot promise to retain files for a specific period of time, but will generally keep either the original papers or a digital/electronic copy for at least six years, and reserve the right to dispose of all copies after that time.

We may be required to disclose documents or to give information orally or in writing about a matter or your affairs, under a court order, notice or demand served by a body or person with the authority to make us do so. If any documents or information are subject to legal professional privilege (and thus confidential), we will let you know and tell you that you have the opportunity to waive privilege. If you decide not to waive privilege and this is challenged, you must pay us the costs we incur in preserving privilege for you.

We retain all copyright in relation to any documents produced by us whilst acting on your behalf, including all electronic documents, unless otherwise agreed. If a third party has prepared documents for you on our instructions, and you own the copyright in or have a licence to use these documents, we may store the documents in any format for future reference by our lawyers.

Original documents such as Wills and Deeds may be deposited with us for safekeeping. We do not usually make a charge for this service. We will not destroy or release those documents without your express authority.

We will not charge for retrieving papers or documents from storage in relation to continuing or new instructions for us to act on your behalf, however, in other circumstances we may make a charge based on time spent producing stored papers or documents to you or to another at your request. We may also charge for reviewing papers in order to comply with your

instructions on storage or for other purposes.

#### **LIMITED LIABILITY**

In accordance with the SRA Indemnity Rules 2012 we maintain professional indemnity insurance with Qualifying Insurers. Details of our insurers and the scope of cover can be obtained from our office (see above).

Our liability to you for breach of your instructions shall be limited to £3,000,000.00, unless we expressly state a higher amount in the letter accompanying these terms of business.

There is no contract between you and any individual employee or consultant of the firm. Any advice given to you, or any other work done for you, by one of our employees or consultants is given or done by that person on our behalf and not in his or her individual capacity. No such person assumes any personal responsibility to you for the advice or work.

You agree that if, as a matter of law, any of our employees or consultants would otherwise owe you a duty of care that duty is excluded from our contract with you. You agree that you will not bring any claim against any of our employees or consultants for any matter arising from the services provided to you. Accordingly, any claim you wish to make can only be made against the partners and not any employee or consultant of the firm.

You also agree that in the services we will provide to you, including in particular those described in any engagement letter we send you at the start of a matter, our total liability at law to you for losses will not exceed any amount stated above or referred to in the engagement letter. Also excluded is any consequential or indirect loss, whether or not it might have been foreseeable at the start of the matter.

If we are acting for more than one person, the limit of liability will have to be allocated among you. If the engagement letter does not expressly set out each person's share, that allocation will be a matter entirely for you. If for whatever reason you do not agree on an allocation, then you agree not to dispute the limit of liability on the grounds that no such allocation was agreed.

Our liability to you will also be limited to that proportion of the loss or damage (including interest and costs) that you have suffered and that a court has ordered against us after taking account of how far any other person responsible or liable to you for the loss or damage has contributed to it. In assessing anyone else's contribution, we will ignore any limit imposed on their liability by any agreement made before the loss or damage occurred.

The limitations and exclusions on liability in this section will not apply to any liability for death or personal injury caused by our negligence or for any other liability that cannot lawfully be excluded or limited.

#### **TERMINATION OF INSTRUCTIONS**

You may terminate this agreement and your instruction to us in writing at any time. You will be responsible for any fees and expenses arising from our ceasing to act for you or the transfer of the work to another adviser of your choice. We may keep all your papers and documents while there is still money owed to us for fees and expenses.

Once instructed, we will normally continue to act for you until the matter is concluded. If circumstances arise where it is appropriate for us to end this agreement, we will do so only where reasonable written notice is given and for good reason. You will be responsible for our fees and expenses up to the date your instructions end.

#### **THE CONSUMER CONTRACTS (INFORMATION, CANCELLATION AND ADDITIONAL CHARGES) REGULATIONS 2013**

If you are a private fee paying client (your matter is not publicly funded) and either we have not met you in person (because, for example, instructions and signing of the contract documentation is taking place by telephone/mail, email or online, which is a "distance" contract) or we have taken instructions and a contract has been concluded away from our business premises (because, for example, we met with you at home or hospital, which is an "off premises" contract), you have the right to cancel this contract within 14 calendar days of entering into the contract, without giving any reason. The cancellation period will expire after 14 calendar days from the day of the conclusion of the contract.

To exercise your right to cancel, you must inform us of your decision to cancel this contract by a clear statement (e.g., a letter sent by post, fax or email). You may use the "Notice of the Right to Cancel" form which accompanies your engagement letter, but it is not obligatory. To meet the cancellation deadline, you must send your communication concerning your exercise of the right to cancel before the cancellation period has expired.

Should you require work on your case to be commenced within the 14-calendar day cancellation period, you must provide your agreement to that in writing, by email, post or fax. Unless you do so we will not be able to commence work until after the period has expired. By signing and returning our terms and conditions of business and/ or client care letter you are providing your agreement in writing to enable us to commence work within the 14-calendar day cancellation period. Where you have provided your consent for work to commence within the 14-calendar day cancellation period and you later exercise your right to cancel, you will be liable for any costs, VAT and disbursements incurred up to the point of cancellation. If the service has been completed within the cancellation period, you will lose your right to cancel the contract.

#### **CLIENT MONEY, INTEREST AND ACCOUNTING TO YOU**

In the course of dealing with a client's affairs, we will hold money on a client's behalf, received from either you or a third party (perhaps a Bank or Building Society). For our clients' protection all client money is kept in a client account that is separate from the firm's own monies. Occasionally and at our discretion those monies may be held in separate designated deposit accounts.

Any account we utilise will comply with the requirements under the SRA Accounts Rules 2019 (SAR). Currently we deposit moneys at our discretion with Virgin Money. We do not deposit monies with any bank registered offshore.

In the event of any bank with which we deposit money failing to repay money it holds this firm will not be liable for that loss. However, you may be protected under the Financial Services

Compensation Scheme (FSCS) subject to its limits (currently £85,000 for each person). The FSCS limit applies to the individual client, and so if a client holds other personal monies in the same bank as this firm the limit applies to all funds held in the client's name. Please be aware that some institutions have several brands, (i.e., where the same institution is trading under different names.), You should check either with your bank, the FCA or a financial adviser for more information.

When considering whether to pay interest on funds we hold on your behalf we have adopted a policy which ensures you are treated fairly and in accordance with the SRA Accounts Rules 2019. Any money received from you or on your behalf will normally be held in our general client account. You agree that you will not be paid interest on the amount we hold unless the accumulated interest exceeds the sum of £20.00 (subject to certain conditions – details of which are available in our Client Money Policy, a copy is available on request). The rate of interest will not be a commercial rate of interest as the payable rates on solicitors' client accounts are generally low. The rate payable will be the Bank of England base rate, or the actual rate of interest on our general client account, whichever is the lower. If, and at our discretion, monies are paid into a separate designated deposit account in your name, we will account to you for all interest accrued during the period retained.

If we are holding any of your monies at the end of a matter, we will send them to you. This will generally be in the form of a cheque. If you do not present the cheque for clearing within six months of the date, we send it to you, we will cancel the cheque. We will advise you of this in writing and arrange to re-issue. If a further six months elapses and the subsequent cheque has not been presented for clearing and we do not receive or are unable to obtain instructions from you on what to do with the monies; if the amount is £500 or less, we may consider whether to pay the monies to a registered charity of our choice. If the amount is more than this, we will discuss with the Solicitors Regulation Authority what to do with the monies.

#### **EQUALITY AND DIVERSITY**

Our firm is committed to complying with our legal and regulatory obligations in relation to equality and diversity in all its dealings with clients, third parties and employees, and adopts an Equality and Diversity Policy, a copy of which is available on request. If you have any specific requirements which may affect the way in which we provide our services to you, please discuss these with us.

#### **APPLICABLE LAW**

Our relationship with you will be governed by English law and will be subject to the exclusive jurisdiction of the courts of England and Wales. However, we may bring legal proceedings in any other jurisdiction, including the jurisdiction where you are domiciled or based, to recover fees or other sums payable to us

#### **RIGHTS OF THIRD PARTIES**

For the purpose of the Contracts (Rights of Third Parties) Act 1999, we agree that no term of this agreement with you is enforceable by a third party, except that the partners, consultants and employees of the firm may enforce the limitations and exclusions in the section above headed: "LIMITED LIABILITY".

#### **AGREEMENT**

As confirmation that you would like us to proceed on this basis, we should be grateful if you would sign the letter referencing your agreement to these terms of business, and your consent in relation to your personal data rights under our Privacy Policy and return it to us. Subject to your rights under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013, your continuing instructions will amount to acceptance of these terms and conditions of business and the basis upon which we will act for you.

Please note that you will be written to under separate cover in relation to our specific advice, the steps we will take in relation to your matter and the findings of your matter.