



TERMS OF BUSINESS BROMETS JACKSON HEATH LLP

The purpose of this document is to confirm the arrangements between us. Although your continuing instructions in this matter will amount to your acceptance of these Terms of Business, we ask that you sign, date and return one copy for our file.

Business hours

We are open between 9.00 am and 5.00 pm from Monday to Friday. We may be able to arrange appointments outside of these hours, in cases of emergency. We are closed on all bank holidays.

Our responsibilities

We will:

- treat you fairly and with respect
- communicate with you in plain language
- review your matter regularly
- advise you of any changes in the law that affect your matter
- advise you of any reasonably foreseeable circumstances and risks that could affect the outcome of your matter

Your responsibilities

You will:

- treat us fairly and with respect
- provide us with clear, timely and accurate instructions
- provide all documentation and information that we reasonably request in a timely manner
- safeguard any documents that may be required for your matter, including documents that you may have to disclose to another party

Service levels and frequency of communication

We will update you by telephone or in writing with progress on your matter at regular intervals and as and when your matter progresses.

We will explain to you by telephone or in writing the legal work required as your matter progresses.

We will update you on the likely timescales for each stage of this matter and any important changes in those estimates. Whenever there is a material change in circumstances associated with your matter, we will update you on whether the likely outcomes still justify the likely costs and risks.

We will update you on the cost of your matter at the intervals set out in our initial letter confirming your instructions. If appropriate, we will continue to review whether there are alternative methods by which your matter can be funded.

Limit of liability

We have professional indemnity insurance giving cover for claims against the firm. Our insurers are International General Insurance Company (UK) Limited, registered address 15 – 18 Lime Street, London, EC3M 7AN.

Our maximum aggregate liability to you in this matter will be £3,000,000 unless we expressly state a different figure in our letter confirming your instructions. 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 profit or opportunity.

Bromets Jackson Heath LLP is a limited liability partnership. This means that the firm's members are not personally liable for any acts or omissions by the firm, unless the law requires otherwise. This does not limit or exclude liability of the firm for the acts or omissions of its members.

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

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

Regulated services

Bromets Jackson Heath LLP is authorised and regulated by the Solicitors Regulation Authority, The Cube, 199 Wharfedale Street, Birmingham, B1 1RN. This means that we are governed by a Code of Conduct and other professional rules, which you can access on the SRA's website www.sra.org.uk.

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
- analysis to help us manage our practice
- statutory returns
- legal and regulatory compliance

Our use of that information is subject to your instructions, the Data Protection Act 2018 and our duty of confidentiality. Please note that our work for you may require us to give information to third parties such as expert witnesses and other professional advisers. Under data protection legislation you have a right of access to the personal data that we hold about you.

Storage and retrieval of files

After completing the work, we will be entitled to keep all your papers and documents while there is still money owed to us for fees and expenses. We will keep our file of your papers in relation to for a minimum of 7 years depending on the transaction it may be longer, except those papers that you ask to be returned to you. We keep files on the understanding that we can destroy them 7 years after the date of the final bill. We will not destroy documents you ask us to deposit in safe custody.

If we take papers or documents out of storage in relation to continuing or new instructions to act for you, we will not normally charge for the retrieval. However we may charge you for:

- time spent producing stored papers that are requested
- reading, correspondence or other work necessary to comply with your instructions in relation to the retrieved papers

External auditing

External firms or organisations may conduct audit or quality checks on our practice e.g. our regulator, the SRA. These external firms or organisations are required to maintain confidentiality in relation to your files. Please contact us in writing if you do not wish your files to be disclosed to external auditors.

Terminating your instructions

You may end your instructions at any time, by giving us notice in writing. We can keep all your papers and documents while our charges or disbursements are outstanding. We can only decide to stop acting for you with good reason and we must give you reasonable notice. If you or we decide that we should stop acting for you, you are liable to pay our charges up until that point. These are calculated on the basis set out in our letter confirming your instructions.

Prevention of money laundering and terrorist financing

We are required by law to get satisfactory evidence of the identity of our clients and sometimes people related to them. We will need to check the identity of any party who you have told us you are obtaining funds from to assist you in buying a property. You must tell us if this is the case. This is because solicitors who deal with money and property on behalf of their clients can be used by criminals wanting to launder money. To comply with the law, we need to get evidence of both you and any third party as soon as possible. Please also refer to the section below headed 'Receiving and Paying Funds' which confirms we will only accept money from you. This is explained in our letter confirming your instructions.

We are professionally and legally obliged to keep your affairs confidential. However, solicitors may be required by statute to make a disclosure to the Serious Organised Crime Agency where they know or suspect that a transaction may involve money laundering or terrorist financing. If we make a disclosure in relation to your matter, we may not be able to tell you that a disclosure has been made. We may have to stop working on your matter for a period of time and may not be able to tell you why.

Referral and fee sharing arrangement

We may pay a referral fee to a third party or introducer of business. In these circumstances the fee will not affect the total fee paid by you. Our advice to you always remains completely independent.

By signing and returning a copy of these terms, your consent is given to this arrangement.

Confidentiality

The information and documentation you provide us is confidential and subject to legal professional privilege unless:

- stated otherwise in this document or our letter confirming your instructions, e.g. in relation to prevention of money laundering and terrorist financing
- we advise you otherwise during the course of your matter

We cannot absolutely guarantee the security of information communicated by email or mobile phone. Unless we hear from you to the contrary, we will assume that you consent for us to use these methods of communication.

Receiving and paying funds

Our policy is to only accept cash up to £250.00. 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 will not accept money under any circumstances from a third party. Any money payable to us throughout this transaction must come from your account only, we cannot make any exceptions to this. We accept no liability for any loss that may be sustained due to a failure to supply adequate documentation to satisfy our requirements.

Complaints

We are committed to providing high quality legal advice and client care. If you are unhappy about any aspect of the service you receive or about the bill, please contact Richard Scott in writing to Bromets Jackson Heath LLP, Kirkgate House, Tadcaster, LS24 9AD. We have a written procedure that sets out how we handle complaints. It is available by request.

We have eight weeks to consider your complaint. If we have not resolved it within this time you may complain to the Legal Ombudsman. If you are not satisfied with our handling of your complaint you can ask the Legal Ombudsman to consider the complaint. The Legal Ombudsman's contact details are: PO Box 6806, Wolverhampton, WV1 9WJ. You can also visit their website: www.legalombudsman.org.uk.

Normally, you will need to bring a complaint to the Legal Ombudsman within six months of receiving a final response to your complaint from us. From 1 April 2023, the Legal Ombudsman also expects complaints to be made to them within 1 year of the date of the act or omission about which you are concerned (prior to 1 April 2023: 6 years) or within 1 year of you realising there was a concern (prior to 1 April 2023: 3 years). The Legal Ombudsman deals with complaints by consumers and very small businesses free of charge. This means some clients may not have the right to complain to the Legal Ombudsman, e.g. charities or clubs with an annual income of more than £1 million, trustees of trusts with asset value of more than £1 million and most businesses (unless they are defined as micro-enterprises). This does not prevent you from making a complaint directly to us about the service you have received or about the bill.

Our bill

You are liable to pay legal costs as set out in our letter confirming your instructions. Invoices should be paid within seven days; this varies depending on the transaction.

We may charge interest on overdue bills at the statutory rate payable at the time payment becomes overdue.

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

You have the right to challenge or complain about our bill. Please see the Complaints section above for details of how to complain about our bill. You have statutory rights under Part III of the Solicitors Act 1974 to ask for bills to be assessed by the Court. There is a strict timetable for the exercise of this right, and this starts from the delivery of each bill. We can keep all your papers and documents while there is still money owed to us for fees and expenses.

Payment of interest

Any funds that we hold for you will be deposited in a client bank account in accordance with the requirements of the Solicitors' Accounts Rules unless agreed otherwise with you. When we hold money on your behalf, we will pay interest to you equivalent to the rate payable on a Lloyds TSB Instant Access Account except where the interest payable would not exceed £20.00. In certain circumstances we may deposit client money in a Designated Client Account, for example where we are holding substantial sums for a significant period of time. If this is the case we will remit the full interest paid by the Bank at the rate in force at the time of withdrawal.

We accept no liability for any loss due to any mistake or failure by the relevant Bank, or by reason of the insolvency of the relevant Bank or withdrawal of any necessary license, authorisation or permission required to carry on banking or deposit taking activities under applicable law.

We may apply any money that we hold for you towards the discharge of our outstanding accounts, provided the money is not held for a specific purpose.

Investment advice services

We are not authorised by the Financial Services Authority. If, while we are acting for you, you need advice on investments, we may refer you to someone who is authorised to provide the necessary advice. However, we may provide certain limited investment advice services where these are closely linked to the legal work we are doing for you. This is because we are members of the Law Society of England and Wales, which is a designated professional body for the purposes of the Financial Services and Markets Act 2000. The Solicitors Regulation Authority is the independent regulatory arm of the Law Society. The Legal Ombudsman deals with complaints against lawyers. If you are unhappy with any investment advice you receive from us, you should raise your concerns with either of those bodies.

Insurance mediation activity

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 may carry on insurance mediation 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 authorised and regulated by the Solicitors Regulation Authority. The register can be accessed via the Financial Conduct Authority website at www.register.fca.org.uk.

The Law Society of England and Wales is a designated professional body for the purposes of the Financial Services and Markets Act 2000. The Solicitors Regulation Authority is the independent regulatory arm of the Law Society. The Legal Ombudsman deals with complaints against lawyers. If you are unhappy with any insurance advice you receive from us, you should raise your concerns with either of those bodies.

Equality and diversity

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

Applicable law

Any dispute or legal issue arising from our Terms of Business will be determined by the law of England and Wales and considered exclusively by the English and Welsh courts.

Future instructions

Unless otherwise agreed, these Terms of Business will apply to all future instructions you give us on this or any other matter.

Bromets Jackson Heath LLP is a limited liability partnership registered in England and Wales (number OC328269). Registered office: Kirkgate House, Tadcaster, LS24 9AD. Authorised and regulated by the Solicitors Regulation Authority 464678.

A list of members may be inspected at our registered office.

Our VAT number is 651410571