



BROOMFIELDS

SOLICITORS

Terms of Business

1. Broomfields Solicitors LLP

In these terms the expressions "we" or "our" refer to Broomfields Solicitors LLP, a limited liability partnership registered in England and Wales (registered number: OC346493) and whose registered office is at Minerva House, 7 St John's Business Park, Rugby Road, Lutterworth, Leicestershire, LE17 4HB. In these terms, in the Engagement Letter and more generally in our dealings with you, the term "partner" means a member of Broomfields Solicitors LLP or an employee or consultant of Broomfields Solicitors LLP with equivalent standing and qualifications.

2 General

2.1 These terms set out the basis on which our services are provided, and are of general application. In a separate Engagement Letter we provide further information setting out the specific terms applying to the particular matter on which you have instructed us, including details of the personnel involved. The Engagement Letter and these terms should be read together. In the event of any inconsistency between the Engagement Letter and these terms, the former shall prevail.

2.2 Nothing in these terms or the Engagement Letter shall exclude or restrict any liability arising from fraud or dishonesty, any liability for death or personal injury caused by negligence or any other liability which by law cannot be excluded or restricted.

2.3 The invalidity or unenforceability of any of the provisions of these terms shall not affect the rest of them which shall continue to bind you and us.

2.4 We are authorised, unless agreed otherwise, to take such action as we think necessary to obtain the required result. We shall not refer to the client for specific instructions every time we take a step. If, therefore, there is a limit to what we are required to do, or a limit to expenditure, we must be notified of this in advance.

2.5 When accepting instructions to act on behalf of a limited company, we may require a director and/or controlling shareholder to sign a form of personal guarantee in respect of the charges and expenses of this practice. If such a request is refused, we will be entitled to stop acting and to require immediate payment of our charges on an hourly basis and expenses incurred.

3. People responsible for your work

3.1 It is important that you are kept fully informed of progress in carrying out your instructions. In addition to any specific method of communication and reporting agreed with you, we operate a client relationship partner system under which you have one partner who will maintain an overview of your affairs and will have ultimate responsibility for ensuring that your requirements are met and for all aspects of the relationship between you and us. The name of your client relationship partner is set out in the Engagement Letter.

3.2 We set out in the Engagement Letter the name of the individual with day-to-day responsibility for dealing with the matter and, if applicable, the name of the supervising partner responsible. Where appropriate or necessary, other legal personnel may be involved and we will tell you their names and status where they have a material responsibility. At all times we endeavour to carry out your work at an appropriate level of seniority so as to provide an efficient and cost effective service.

4. Partners and employees of Broomfields Solicitors LLP

You acknowledge that your agreement is with Broomfields Solicitors LLP and no personal duty is owed to you by any individual partner or employee of Broomfields Solicitors LLP. Any advice given or service provided to you by any individual partner or employee is given or provided for and on behalf of Broomfields Solicitors LLP and not in his or her individual capacity. Accordingly you agree that you will not bring any claim in respect of any loss or damage against any of our partners or employees. You agree that each and every partner and employee of Broomfields Solicitors LLP shall be entitled to the benefit of this provision under the Contract (Rights of Third Parties) Act 1999.

5. Confidentiality and conflicts

5.1 Subject to paragraphs 5.2, 5.3 and 7 of these terms, all the information regarding your business and affairs will be kept confidential at all times and not disclosed by us to any other person without your permission except as required by law, or as set out in the Engagement Letter. We may, however, make public the fact that we act on your behalf.

5.2 Where appropriate, we may outsource some tasks to third parties. These include but are not limited to experts, agents and document copying services.



- 5.3 It is our practice to check for conflicts of interest before taking on matters in appropriate cases. However, an actual or potential conflict between your interests and the interest 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. In order to protect your interests we may not be permitted to continue to act for you.

6 Data protection

- 6.1 We, as a data controller, are bound by the requirements of the UK General Data Protection Regulation (UK GDPR) implemented by The Data Protection Act 2018.
- 6.2 Where applicable, you acknowledge that we are entitled to obtain, use, process and disclose your personal data to enable us to discharge the services which we have agreed to provide, and for all other related purposes including carrying out credit checks in relation to you, updating client records, analysis for management purposes, crime prevention and legal and regulatory compliance. We may use the personal data for the purpose of notifying you of changes in the law and for other marketing purposes. Please notify us if you would rather not receive this material.
- 6.3 In respect of other uses of your personal data, we shall seek appropriate permission as applicable.
- 6.4 A copy of our full Data & Privacy Policy is available on our website.

7 Money laundering

- 7.1 We are subject to legislation intended to combat money laundering and terrorism, including the Terrorism Act 2000, the Proceeds of Crime Act 2002, The Money Laundering, Terrorist Financing and Transfer of Funds (Information on the Payer) Regulations 2017 and associated regulations (and any subsequent modification to the legislation or regulations) ("Anti-Money Laundering Legislation"). The effect of the Anti-Money Laundering Legislation is wide and applies to the proceeds of any crime; it is not limited to proceeds of drug trafficking, terrorism or serious crime.
- 7.2 We reserve the right to request the production of those documents and other evidence necessary to verify:-
- 7.2.1 your identity and address or that of any other entity or person on whose behalf you are acting; and
 - 7.2.2 the source, application and ultimate ownership of any funds or property
- as may be required in order for us to satisfy our obligations under the Anti-Money Laundering Legislation.
- 7.3 We reserve the right to comply with the Anti-Money Laundering Legislation in all respects as we determine in good faith. In particular the Anti-Money Laundering Legislation imposes reporting obligations on us which override our duty of confidentiality to you. Where we have notified the relevant authorities you agree that we may provide such further information as they may require.
- 7.4 The requirements of the Anti-Money Laundering Legislation may either prevent us from taking steps or from acting further on your behalf and we may be prohibited by law from informing you of these matters. In these circumstances we reserve the right to cease acting and to charge you for the work done to that date.
- 7.5 You accept that our compliance with the Anti-Money Laundering Legislation or guidance issued by the Courts or any regulatory body may prevent us from informing you of all relevant matters either promptly or at all.
- 7.6 A court order can compel disclosure of confidential material in certain circumstances.

8 Quality assurance

- 8.1 It is our aim to provide a consistently high quality of service and to handle your work with professional skill, care and attention. If, however, you have any queries or concerns about our work for you, please raise them in the first instance with the individual with day-to-day responsibility for the matter. If that does not resolve the issue to your satisfaction or you would prefer to speak to somebody else, then please contact the supervising partner responsible, or alternatively, your client relationship partner. If that does not produce a satisfactory solution, please refer the matter to the Practice Partner at Broomfields Solicitors LLP of Minerva House, 7 St John's Business Park, Rugby Road, Lutterworth, LE17 4HB.
- 8.2 The Solicitors' Code of Conduct requires us to have a written complaints procedure. A copy of our Complaints Handling Procedure is available on our website.

9 Charges

- 9.1 As our time and expertise are the core elements of the services we provide, our charges are calculated by reference to the time spent by and the hourly rate of the legal personnel who deal with the matter. Hourly rates vary according to the seniority and experience of the legal personnel. Other factors may also be taken into account, including the complexity, urgency and value of the matter and an additional charge may be made.
- 9.2 Time is recorded in units of 1/10th of an hour. Time spent on your affairs will include meetings with you and perhaps others, preparing and working on papers, research, correspondence, making and receiving telephone calls and travelling.
- 9.3 We set out in the Engagement Letter the hourly rates of the legal personnel mainly dealing with your matter but, as assistance may be provided by others as the matter progresses, please note that the current standard hourly rates of our partners, solicitors and paralegals are as follows:-



<u>Non-Admitted Staff</u> £	<u>Other Solicitors/Legal Executives and fee earners of equivalent experience</u> £	<u>Solicitors/Legal Executives with over 4 years post qualification experience</u> £	<u>Solicitors/Legal Executives with over 8 years post qualification experience</u> £
75-126	127-177	178-218	219-255

- 9.4 Our rates are reviewed annually to take account of changes in overhead costs and we will notify you of any changes. We will also notify you of any changes in the status of legal personnel which affects their hourly rate.
- 9.5 We reserve the right to make a charge for services other than those provided by legal personnel, including but not limited to bank transfers, company formations, searches and mileage reimbursed to employees and partners.
- 9.6 VAT will be added at the rate which applies when the work is done. All estimates or quotations given by us are exclusive of VAT.
- 9.7 If we have given you a written estimate of the total charges, it is given only as a guide to assist you budgeting and should not be regarded as a fixed quotation unless otherwise agreed in writing. We will update any such estimate from time to time and at least once every six months. We will also inform you if any unforeseen but significant additional work becomes necessary (for example, due to unexpected difficulties or if your requirements or the circumstances significantly change during the course of the matter). We will inform you in writing before any significant extra charges or expenses are incurred
- 9.8 For a variety of reasons some matters are not completed. If we do not complete the work, we will charge you for the work done and expenses incurred.

10 Out-of-pocket expenses

- 10.1 By appointing us to act on your behalf you also authorise us to incur such out-of-pocket expenses as we consider necessary. These will be provided to you at cost. VAT will be added to those expenses which are liable to VAT. We will consult with you before incurring any significant out-of-pocket expenses.
- 10.2 Examples of out-of-pocket expenses which we may have to pay on your behalf include search and registration fees, stamp duty land tax, counsel's and other experts' fees.
- 10.3 We reserve the right to charge expenses of travel, accommodation and meals while travelling away from the office.

11 Invoicing and payment

- 11.1 We reserve the right to request payments on account of our charges and expenses.
- 11.2 We shall be entitled to send you interim invoices for our charges and expenses at not less than monthly intervals, or otherwise as agreed with you, while the work is in progress. We shall send a final invoice on completion of work.
- 11.3 Payment is due to us upon delivery of our invoice, unless otherwise agreed between us in writing.
- 11.4 If you have any query about your invoice, including the basis on which it has been calculated, you should contact the individual with day-to-day responsibility for the matter as soon as possible and in any event within one month of delivery of the invoice.
- 11.5 If an invoice is not paid within one month of delivery, interest will be payable at 4% above the base rate of National Westminster Bank plc from time to time on any sums not paid. Such interest will be charged on a daily basis from the date one month after delivery of the invoice to the date payment is received by us, whether before or after any judgement.
- 11.6 If an invoice is due for payment and unpaid or a payment is requested on account of charges or expenses and is not made, we reserve the right to deliver an invoice for our charges and expenses on each matter on which we are instructed by you/or to suspend work on each such matter and/or to retain all documents, papers, money or property belonging to you and in our possession, irrespective of the matter to which they relate, until all sums due to us have been paid.

12 Liability for charges and expenses

- 12.1 You are primarily responsible for paying our charges and expenses even if another party is liable to pay or share them by agreement or otherwise.
- 12.2 If our instructions in relation to a matter are received from more than one party, each party for whom we are acting will be separately responsible for payment of the whole of our charges and expenses for that matter.

13 Liability

- 13.1 The Engagement Letter includes a summary of your instructions. We shall not be liable for any failure to advise or comment on any matter which falls outside the scope of your instructions.



- 13.2 We will not have any liability to you for losses, damages, costs and expenses including interest ("Losses") for civil liability arising from:-
- 13.2.1 your dishonesty, including but not limited to the provision of false misleading or incomplete information or documentation by you or on your behalf; or
- 13.2.2 a fraudulent act or omission committed or condoned by you.
- 13.3 We will not be liable for any Losses arising from or connected with our compliance with any obligation under which we have, or in good faith, believe we may have, a duty to report matters to any relevant authorities including (but not limited to) under the Anti-Money Laundering Legislation.
- 13.4 We shall not be liable for any Losses caused through our not taking particular steps, or ceasing to act altogether, where this is, or in good faith we believe it to be, in compliance with our obligations under the Anti-Money Laundering Legislation.
- 13.5 Unless otherwise agreed between us in writing, our aggregate liability, whether to you or any third party, for any Losses incurred by you as a result of or in connection with any breach of contract, breach of trust, breach of fiduciary duty or tort (including negligence) or other civil liability on the part of Broomfields Solicitors LLP or its partners or employees shall not exceed £3,000,000 or the minimum required by law, whichever is the greater.

14 Storage of documents

- 14.1 We retain all our files and papers (except for any documents which you ask to be returned to you) either in their original paper form or scanned and stored in an electronic format.
- 14.2 Where we retain our file in paper form, we will store it for as long as we consider appropriate, this will normally be for a period of 6 years but will never be for a period of more than 12 years. At the end of the storage period you authorise us to destroy your file.
- 14.3 Where we arrange for your file to be scanned and the contents stored in an electronic format, you agree that we may destroy the original file of papers once the scanning of the paper documents has been completed.
- 14.4 Paragraphs 14.2 and 14.3 do not apply to original Wills, title deeds, trust deeds, powers of attorney and other similar documents which will never be destroyed.
- 14.5 If we retrieve documents or data from storage in relation to continuing or new instructions for us to act in connection with your affairs, we will not normally charge for such retrieval. However, we may make a charge based on time spent producing stored documents to you or another at your request. We may also charge for reading, correspondence or other work necessary to comply with the instructions given by you or on your behalf.

15 Termination

- 15.1 You may terminate your instructions by written notice to us at any time but we will be entitled to retain all documents, papers, correspondence, money or property belonging to you and in our possession while there is any money owing to us for our charges and expenses in respect of any matter on which you have instructed us.
- 15.2 We may decide to stop acting for you where we have reasonable grounds to do so (including (but not limited to) failure to pay invoices in full by the due date or to make payments on account when so requested or where the result of any credit check we may carry out in relation to you is unsatisfactory to us). We will give you reasonable notice in such circumstances.
- 15.3 In the event of termination you will pay our charges and expenses up to the point of termination. If you ask us to release papers on termination, we reserve the right to copy all such papers and to charge you for the time and any expenses incurred in doing so.

16 Money held by us

- 16.1 Money held by us for you, whether on account of charges or expenses, will be placed in our general client account with our bankers unless you specifically request a designated deposit account. Interest on money held by us will be applied in accordance with the Solicitors Accounts Rules in force from time to time.
- 16.2 We may retain the first £20 of each amount of interest as and when calculated to help us cover the administrative expenses of arranging these calculations and payments and you agree to this.

17 Electronic communication

- 17.1 Unless you tell us otherwise, we may communicate electronically with you or others on your behalf. However, electronic transmission of information cannot be guaranteed to be secure or virus or error free and information could be intercepted, corrupted, lost, destroyed, arrive late or incomplete or otherwise be adversely affected or unsafe to use.
- 17.2 We each confirm that we each accept these risks and authorise electronic communications between us. We will each be responsible for protecting our own systems and interests in relation to electronic communications.



17.3 We each agree to use commercially reasonable procedures to check for the most commonly known viruses before sending information electronically but you and we recognise that these procedures cannot constitute a guarantee that transmissions will be unaffected by hazards.

17.4 All written correspondence (whether hard copy letters or e-mails) with you or others involved in your matter will either be printed and retained as a hard paper copy or stored as an electronic copy on your matter file within our case management system. If you require a copy of any such correspondence, you may request that this is provided to you in paper or electronic format.

18 Financial services

18.1 We are not authorised under the Financial Services and Markets Act 2000, but we are able in, certain circumstances, to offer a limited range of investment services to you because we are regulated by the Solicitors Regulation Authority. We can provide these investment services if they are an incidental part of the professional services we have been engaged to provide.

18.2 If you have any problem with the service we have provided for you then please let us know. We will try to resolve any problem quickly and operate an internal complaints handling system to help us to resolve the problem between ourselves. If for any reason we are unable to resolve the problem between us, then we are regulated by the Solicitors Regulation Authority and complaints and redress mechanisms are provided through the Solicitors Regulation Authority and the Legal Complaints Service.

18.3 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 Solicitors Regulation Authority is the independent regulatory body of the Law Society and the Legal Complaints Service is the independent complaints handling body of the Law Society.

19 Insurance mediation

19.1 We are not authorised by the Financial Services Authority. However, we are included on the register maintained by the Financial Services Authority so that we can carry on insurance mediation activity, which is broadly the advising on, selling and administering 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 Services Authority website at www.fsa.gov.uk/register.

19.2 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 Solicitors Regulation Authority is the independent regulatory body of the Law Society and the Legal Complaints Service is the independent complaints handling body of the Law Society.

