

## **BRIDGE LAW SOLICITORS LIMITED**

### **Terms and conditions**

#### **1. Introduction**

- 1.1 Bridge Law is the trading name of Bridge Law Solicitors Limited.
- 1.2 The legal services that Bridge Law Solicitors Limited provides are regulated and authorised by the Bar Standards Board. Our registration number with the Bar Standards Board is ER161541. These terms and conditions are set out to comply with certain standards recommended by the Bar Standards Board and the Law Society. Their other purpose is to indicate to clients as clearly as possible the standard of service that they can expect from us, the amounts that we will charge for the work that we do and our methods of charging.
- 1.3 These terms and conditions do not affect statutory and common law rules that govern solicitors' business. However, if there is a conflict between the terms and conditions and such rules, the terms and conditions will prevail so far as it is possible for them to do so.
- 1.4 When the words 'we' and 'us' are used in these terms and conditions, they mean Bridge Law Solicitors Limited. This company is registered in England and Wales. Its registration number is 10007745 and the registered office is situated at 40 Town Street, Marple Bridge, Cheshire, SK6 5AA.
- 1.5 These terms and conditions, any letter that we may send you confirming your instructions to us and any document referred to in that letter, together represent the terms and conditions of business on which we contract with you.

#### **2. Service standards**

The following points indicate our general policy as to how to we will provide legal services in relation to the matter for which you have instructed us. More specific aims are outlined in 'Our Service Standards' document.

- 2.1 *Use of plain English:* Our aim is to use plain, straightforward and non-technical language in our written and verbal communications. If documents and communications from other persons or organisations are not expressed in this type of language, we will clearly explain the meaning as far as it is reasonably possible to do so.
- 2.2 *Keeping you informed of what is happening:* On a regular basis we will let you know what is happening with your matter.
- 2.3 *Explaining what we are doing for you:* We will let you know what legal and other work we are carrying out for you as your matter advances. We may do this in writing, by telephone or by email.
- 2.4 *Costs information:* We will let you know on a regular basis what your matter is costing you. If we are charging on a fixed fee basis, we will inform you as soon as it becomes apparent that the work we need to do is outside the scope of work to be carried out. If we have provided an estimate as to the amount of work involved, we will inform you as soon as it becomes apparent

that the estimate will be exceeded and why or the amount of time required to perform the work exceeds what we estimated and the reasons for this.

- 2.5 *Timescales*: We will provide you with information about how long each stage of the work that we are carrying out on your behalf is likely to take. We will also let you know whether there are or likely to be any significant changes to timings that we have given.
- 2.6 *Informing you about the risks and benefits of your matter*: We will let you know whether the results that you are seeking or the goals that you wish to achieve are worth pursuing set against the amount that you will need to spend on legal fees (including our fees), other costs and any risks that you might face. We will keep you informed where there is a significant change in circumstances.
- 2.7 *Ways of funding your matter*: From time to time we will examine whether there are sources of funds to pay for the legal costs (and other costs) that must be paid to deal with your matter.

### 3. **Responsibility for work carried out on your behalf**

- 3.1 The person(s) who will carry out all or the majority of the work on your matter is or are shown on the letter that accompanies these terms and conditions.
- 3.2 In certain circumstances, it may be appropriate for some work to be carried out by other members of staff, such as paralegal, secretarial or support staff. This allows us to provide a more efficient service to you and also to charge you the appropriate amount for the work done. All work by such staff is performed under the supervision of a solicitor.

### 4. **Charges and expenses**

#### 4.1 **How we charge**

We charge for the work we do in a number of ways:

- 4.1.1 you pay us a fixed amount;
- 4.1.2 we provide an estimate of the likely amount of our fees;
- 4.1.3 our fees are based on the amount of time we spend in dealing with your matter.

Our method of charging in your case is specified in the letter which accompanies these terms and conditions.

#### 4.2 **Fixed fee arrangements**

- 4.2.1 Where we agree to charge you a fixed fee, you must usually pay that fee regardless of whether your matter proceeds as expected or envisaged, or whether you achieve the result or objective that you wish. For example, if you are asking us to help you buy a property but the proposed transaction does not complete (because the other side in the transaction does not sign the contract or you fail to obtain the funds to purchase the property), you must still pay us the fixed fee.
- 4.2.2 If we agree to work for a fixed fee, we make a number of assumptions or we specify the work that we will or will not do. Where the assumptions are no longer met or we need to do work outside the scope of that specified, it will be necessary to charge you more. We will then agree

with you to charge either a further fixed fee or on a time basis (as described in paragraph 4.4 below); otherwise, the retainer will be terminated.

4.2.3 The assumptions that we make or the work that we specify we will do are set out in the letter which accompanies these terms and conditions (or in another document which is referred to in the letter).

#### 4.3 **Estimated cost arrangements**

4.3.1 Where we provide an estimate for our fees, the estimate is normally based on our view of the amount of work that is necessary to deal with a matter. We will make certain assumptions for this purpose. The covering letter which accompanies these terms and conditions will set out the relevant assumptions where we are charging an estimated amount.

4.3.2 If the assumptions change or the estimated amount that we are charging is no longer realistic, we will inform you straightaway and discuss what the next steps will be. We will then agree with you to charge either a further fixed fee or on a time basis (as described in paragraph 4.4 below); otherwise, the retainer will be terminated.

#### 4.4 **Fees based on the amount of time we spend in dealing with your matter**

4.4.1 Where it has been agreed that we will charge you based on the time that we spend in dealing with your matter, our current hourly rates are £150-£220 plus VAT for work conducted by Solicitors, £50-100 plus VAT for work conducted by Paralegals with under 4 years experience.

4.4.2 Routine letters or emails that we write and routine telephone calls that we make and receive are charged as units of 1/10<sup>th</sup> of an hour. Other letters, emails and telephone calls are charged depending on the length of time that they take.

4.4.3 On 1 September each year, we review our hourly rates. We will let you know the new rates.

4.4.4 In addition to the time that we spend, we take into account various other factors including the complexity of the issues involved in the matter, the speed at which action must be taken, the expertise or specialist knowledge that the matter requires and, if appropriate, the value of the property or subject matter involved. Our rates may be adjusted upwards if, for example, the matter becomes more complex than expected or must be carried out in an emergency or out of hours. In these circumstances, the increased rate will not exceed 10% above the usual hourly rate.

4.4.5 If you require more information or have a concern about our rates after an annual review, please do not hesitate to contact us.

#### 4.5 **VAT**

We add VAT to our charges at the rate that applies when we carry out the work. Currently this is 20%. Our VAT registration number is 238023919.

#### 4.6 **Disbursements**

You must also pay for the expenses associated with your case (commonly called 'disbursements'). These include photocopying charges, courier costs, travel expenses, overseas telephone calls and the costs of using the services of other professionals and persons (such as surveyors, accountants, advocates and other agents). Also payable may be fees to central and local government, regulatory and other bodies (such as court fees, search fees,

company searches and so on), charges to transfer funds by electronic or other means and banker's drafts. VAT is normally payable on these items. As we are regulated by the Bar Standards Board, we cannot hold client monies on account or make payments on your behalf in respect of disbursements. We may ask you to open an account with a third party payment service and pay the monies for the disbursement in advance.

#### **4.7 Additional work**

If we need to carry out some unforeseen additional work, we will let you know about this (normally before we carry it out) and provide you with an estimate of the cost. This situation can arise because of unexpected difficulties, a change in your requirements or a change in circumstances during the course of the matter (such an unexpected action or inaction by the other party or parties involved in the matter).

#### **4.8 Matter not concluded**

If your matter is not concluded, we will still charge for the time that we have spent and the disbursements and expenses that we have incurred on your behalf. You must still pay our charges and expenses.

#### **4.9 Money on account**

We do not operate a client account and cannot ask you to pay us in advance. We may ask you to open a client account with Barco and ask you to pay certain sums in advance into your Barco account prior to us carrying out work and incurring expenses on your behalf.

#### **4.10 How we deal with payments of our invoices**

4.10.1 You can pay our invoices by cheque or by making an electronic payment. Our policy is not to accept any payment from you (or from a third party) in cash.

4.10.2 If you make any cash payment directly into our bank account to avoid the policy stated in paragraph 4.10.1, we may have to carry out investigations to determine the source of the funds. If this is the case, we may decide to charge you for carrying out the investigations.

4.10.3 If we need to make any payments to you, we will only do so by writing a cheque in your name or sending the money directly to a bank or building society in your name. We will not make payments to third parties or in cash (whether to you or a third party).

### **5. Invoices**

5.1 We will send you invoices for our charges and expenses on a regular basis during the course of the matter (usually every month). This will enable you to budget your costs. All invoices sent to you are statute bills unless otherwise stated.

5.2 You should pay our invoices within 14 days of receipt. We will charge you interest at 8% per year as from 28 days of the date of the invoice. Interest is charged on a daily basis.

5.3 If you have any queries about any invoice that you receive, please contact us immediately.

### **6. Your rights with regard to our invoices**

6.1 If you do not agree with the amount of any of our invoices, you have the right to apply to the High Court. The court will assess the amount charged in an invoice. This process is subject to

certain limitations. For further details of your right, please consult the Solicitors Act 1974 Sections 70 to 72.

- 6.2 If you use the procedure under the Solicitors Act 1974 and any part of an invoice remains unpaid, we have the right to charge interest on it (on the basis set out in paragraph 5.2 above).
- 6.3 You have the right to complain about the amount of any of our invoices under our complaints procedure. Please see paragraph 15 below.

## **7. The charges and expenses of another party**

- 7.1 You are responsible for paying our charges and the expenses incurred on your behalf in all circumstances. We will discuss with you whether and when another party or person may be legally required to pay them.
- 7.2 If you succeed in court proceedings or through a form of settlement another party or person:
  - 7.2.1 may not be required to pay our charges and expenses instead of you; or
  - 7.2.2 may be required to pay only a part of such charges and expenses.
- 7.3 Although another party may be required to pay all or part of our charges or expenses incurred they may refuse to pay or not have the funds to pay.
- 7.4 If another party is legally aided or has community legal funding it is unlikely that party will be required to pay our charges and expenses incurred even if you succeed in a case against them.
- 7.5 In all these circumstances you will be responsible for paying any or all of our charges and expenses incurred which are not, in fact, paid by another party or person.
- 7.6 If a court requires another party or person to pay all or some of our charges and expenses incurred, interest on these can also be claimed in addition 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.
- 7.7 You will be responsible to pay the charges and expenses of trying to recover any charges and expenses that the court orders the other party or person to pay.
- 7.8 A court may also require you to pay the legal charges and expenses incurred by another party, usually when you are not successful in legal action against them or they are successful in legal action against you. Such payments would be in addition to our charges and expenses incurred.
- 7.9 We will discuss with you whether it is possible that our charges and expenses incurred and any liability to pay another party's charges and expenses incurred can be covered by insurance. Also we will discuss with you whether you should have insurance to meet any liability to pay another party's charges and expenses incurred.
- 7.10 You should immediately check whether you have insurance policies which provide cover for some or all of your legal costs concerning this matter. If you do, then you should immediately notify the insurer(s) about this matter. If you delay in informing them then they may refuse to accept the claim and this would mean you would be responsible to pay all the charges and expenses incurred.

## 8. **Electronic mail (and other forms of electronic communication)**

Electronic mail and other forms of electronic communication (such as texting and voicemail) enable us to communicate more quickly with our clients (and also enable clients to correspond with us more quickly). However, not every client finds one or more of these methods of communication acceptable. Some have concerns about who might see the contents of such communications and not every client has systems in place to ensure that only the addressee of a form of electronic communication will see it. The letter which accompanies these terms and conditions allows you to indicate whether you agree to letting us communicate with you by email or other forms of electronic communication.

## 9. **Data protection and Data Processing**

9.1 You must supply us with information about yourself before we can provide you with legal services. Although the information is used primarily for the provision of legal services, it may also be used when we carry out tasks to support the legal services (such as administration, invoicing and keeping client records etc). While we are performing the legal services, we can also collect or retrieve information about you from third parties.

9.2 How we use this information depends on three factors:

9.2.1 the instructions that you give us;

9.2.2 the requirements of the Data Protection Legislation; and

9.2.3 the duty of confidentiality that we owe to you.

9.3 In particular circumstances, we may disclose the information that you have provided or that we have collected or received about you to other persons and organisations. For example, this information may be disclosed to:

9.3.1 other suppliers of professional services, such as other lawyers, accountants and expert witnesses. For example, if we are helping you to negotiate a contract with a third party, a lawyer may be representing that party and we will need to disclose information about you to them during discussions about the contract;

9.3.2 suppliers of administration, financial/banking and technical services. For example, some of the typing, document preparation and photocopying necessary to deal with your matter may be handled by a contractor that we use and not by our own staff;

9.3.3 the courts and governmental and regulatory authorities (as regards regulatory authorities, please see paragraph 21 below).

9.3.4 organisations that regulate the legal profession.

9.4 You have the right to access any personal data that we hold about you. Further details about how to do this can be found on the Information Commissioner's Office website at [www.ico.gov.uk](http://www.ico.gov.uk).

9.5 On occasions, we would like to send you information that is not connected with the matter for which you instructed us. If you would prefer us not to contact you with such information, please let us know by email or in writing.

- 9.6 This clause 9 is in addition to, and does not relieve, remove or replace, a party's obligations under the Data Protection Legislation which in this clause means the UK Data Protection Legislation and (for so long as and to the extent that the law of the European Union has legal effect in the UK) the General Data Protection Regulation ((EU) 2016/679) ("GDPR") and any other directly applicable European Union regulation relating to privacy. In this clause 9 **Applicable Laws** means (for so long as and to the extent that they apply to the Supplier) the law of the European Union, the law of any member state of the European Union and/or Domestic UK Law; and **Domestic UK Law** means the UK Data Protection Legislation and any other law that applies in the UK.
- 9.7 The parties acknowledge that for the purposes of the Data Protection Legislation, you are the data controller and we are the data processor (where Data Controller and Data Processor have the meanings as defined in the Data Protection Legislation).
- 9.8 Without prejudice to the generality of clause 9.6, you will ensure that you have all necessary appropriate consents and notices in place to enable lawful transfer of the Personal Data (as defined in the Data Protection Legislation) to us for the duration and purposes of your case.
- 9.9 Without prejudice to the generality of clause 9.6, we shall, in relation to any Personal Data processed in connection with your case:
- 9.9.1 process that Personal Data only on your written instructions unless we are required by Applicable Laws to otherwise process that Personal Data. Where we are relying on laws of a member of the European Union or European Union law as the basis for processing Personal Data, we shall promptly notify you of this before performing the processing required by the Applicable Laws unless those Applicable Laws prohibit us from so notifying you;
- 9.9.2 ensure that we have in place appropriate technical and organisational measures to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of our systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it);
- 9.9.3 ensure that all personnel who have access to and/or process Personal Data are obliged to keep the Personal Data confidential; and
- 9.9.4 not transfer any Personal Data outside of the European Economic Area unless your prior written consent has been obtained and the following conditions are fulfilled:
- (i) you or we have provided appropriate safeguards in relation to the transfer;
  - (ii) the Data Subject (as defined in the Data Protection Legislation) has enforceable rights and effective legal remedies;

- (iii) we comply with our obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred; and
- (iv) we comply with reasonable instructions notified to us in advance by you with respect to the processing of the Personal Data;

## 10. **Proof of identity**

- 10.1 We are required by law to obtain satisfactory evidence of your identity (which can include people who are related to you). This is because criminals who want to launder money may use solicitors who handle and deal with money and property on behalf of clients.
- 10.2 To comply with our duties, we must have the evidence of your identity as soon as possible. If the letter accompanying these terms and conditions does not state that you have provided satisfactory evidence of your identity, please could you complete our 'Client Identification Form'. Also please supply the original of the documents listed in the Form.
- 10.3 In most cases, identification evidence will consist of the following two documents:
  - 10.3.1 your current valid passport; and
  - 10.3.2 a document (such as a utility bill or a bank statement) that shows your name and your current residential address and is dated no more than three months before the date on which we ask for the evidence of your identity.
  - 10.3.3 If you are a company or other type of organisation, each individual who will deal with us on your behalf (such as a director, a manager or an employee) must also complete our Form and provide evidence of their identity.
- 10.4 If you cannot supply the documents listed in paragraph 10.3 above, please contact us to discuss alternative ways that you can be identified.
- 10.5 In some cases, we may need to carry out checks or make searches with third parties to identify you properly. If we do so, we may make a charge. This will be listed under the expenses section of your bill.
- 10.6 Where you cannot provide satisfactory evidence of your identity, we may not be able to:
  - 10.6.1 act for you; and/or
  - 10.6.2 receive any money from you; and/or
  - 10.6.3 pay any money to you or to a third party on your behalf.

## 11. **Confidentiality, money laundering, proceeds of crime and so on**

- 11.1 As solicitors, we have both a professional and a legal obligation to keep your affairs confidential. These obligations include not disclosing the information that you provide to us (except in the circumstances listed in paragraph 9 above and in this paragraph) or details about the legal services that we are providing to you.
- 11.2 These obligations of confidentiality are not absolute. In certain circumstances, we may have a duty under the law to make a disclosure to the Serious Organised Crime Agency. This duty to make a disclosure will be triggered when we suspect or know that a transaction may involve money laundering or terrorist financing.



- 11.3 If we do make a disclosure to the Serious Organised Crime Agency in connection with your matter, this is likely to mean that:
- 11.4 we cannot tell you that a disclosure has been made;
- 11.5 we must stop working on your matter for a period of time; and
- 11.6 we cannot tell you why we have stopped working on your matter.
- 11.7 If you and another person jointly instruct us on a matter, you agree that there will be no confidentiality between you and the other joint client and that information you disclose to us can be shared with the other joint client. We can also share information that you provide in relation to a matter with a third party (such as an accountant or estate agent and so on) who is helping with the matter, unless you instruct otherwise. You also permit us to disclose information about matters on which you instruct us to our insurers, auditors and the regulatory bodies governing the work of solicitors. We will only do so in confidence.
- 11.8 If a conflict of interest occurs (for example, where your interests conflict with those of another joint client on the same matter or another client), we may have to stop acting for you. A conflict of interest can arise for a number of reasons. For example:
- 11.9 if you do not wish to allow us to disclose information that you have provided to another joint client (such as where you are buying property with a mortgage and do not wish us to disclose certain information to the lender who is a joint client with you);
- 11.10 if you provide information to us which we must disclose to another client (in order to act in their best interests as well as yours) but you do not wish us to do so, or the other client provides information which we must disclose (in order to act in your best interest) but they do not wish us to do so; or
- 11.11 if another situation develops where it would be a breach of professional rules for us to act for both you and another client.

## 12. **Insurance and liability**

- 12.1 You acknowledge and agree that if you wish to make a claim relating to or in connection with the services provided by us, the claim can only be brought against Bridge Law Solicitors Limited and not against the individual members, officers or employees. We believe that this is reasonable as it corresponds to modern business practice and Bridge Law Solicitors Limited has in place indemnity insurance in excess of the minimum cover required.
- 12.2 'Claim' means any claim whether arising out of this agreement or otherwise, and whether such a claim is made in contract, tort, on the ground of breach of trust or on any other basis.
- 12.3 Where a person is called a 'partner', the purpose is to indicate that person's status. It is not to be assumed that the person is holding himself out as a partner for the purposes of partnership law.
- 12.4 Our maximum liability for loss or damage, breach of contract, breach of trust, negligence or otherwise (with the exception of fraud) is £2.5 million for any one transaction/matter or series of connected transactions/matters, unless a higher amount is stated in the letter that accompanies these terms and conditions.

- 12.5 We will not be liable for any loss, damage, costs or expenses of an indirect or consequential, special or exemplary nature, including without limitation any economic loss or other loss of turnover, profits, opportunities, business or goodwill.
- 12.6 We limit our liability as far as the law permits. We cannot limit our liability where, because of our negligence, we cause death or personal injury to occur.
- 12.7 Please ask us for an explanation of the terms and conditions in this paragraph 12.
- 12.8 We have professional indemnity insurance. The indemnity insurer is Bar Mutual Indemnity Fund Ltd. of 90 Fenchurch Street, London, EC3M 4ST.

### **13 Storage of papers and documents**

- 13.1 We are entitled to keep all the papers and documents generated by us or received from you or other persons (including original documents) if some or any sums that you owe us have not been paid at the end of our work on the matter or after the termination of the retainer.
- 13.2 We normally keep papers electronically for no more than six years (returning the original papers to you). We keep the papers on the understanding that at the end of six years after the date of the final invoice we sent to you, we have your express authority to destroy the papers. However, we will not destroy any papers that you have expressly asked us to deposit in safe custody.
- 13.3 We do not usually charge for retrieving papers or documents held in storage where you are providing continuing or new instructions. However, we may charge (based on the time that we spend in retrieving stored papers or documents) for producing them to you or to another person at your request.

### **14. Termination**

- 14.1 You can terminate your instructions to us in writing at any time. However, if you have not paid all the sums owing to us, we are entitled to keep your papers and documents until you do so.
- 14.2 During the course of the matter, you may come to believe that we should stop acting for you. This may be the case if, for example, you cannot give us clear or proper instructions on how we should proceed, or it has become apparent that you have lost confidence in the way that we are carrying out work on your behalf.
- 14.3 We will only stop acting for you when we have a good reason to do so; for example:
- 14.3.1 if you do not pay one or more of our invoices;
- 14.3.2 if you do not make an advance payment promptly when this has been requested;
- 14.3.3 if you provide instructions that are unreasonable or would require us to breach a professional rule or a duty to the court or involve the commission of a criminal offence; or
- 14.3.4 if there is a conflict of interest.
- 14.3.5 If we decide to stop acting for you, we will give you reasonable notice that this is what we plan. The precise length of the notice will depend on the circumstances.

14.3.6 If you decide that you no longer wish us to act for you, you must pay us for the time that we spend based on our hourly charges plus any expenses incurred up to the date of our ceasing to act for you.

## **15 Our service and complaints**

15.1 Our aim is to provide a service with which you will be satisfied. However, we do realise that on some occasions your expectations may not be met or that you may have a query or concern or simply be dissatisfied. You are entitled to complain about the services that we provide to you. We have a written procedure for handling complaints which is enclosed with this client care letter and terms and conditions.

## **16 Equality and diversity**

We have a strong commitment to embracing as well as promoting equality and diversity in the relationships that we have with our clients and third parties.

## **17 Third parties**

17.1 For the purposes of the Contracts (Rights of Third Parties) Act 1999, this contract is not intended to, and does not, give any person who is not a party to it the right to enforce any of its provisions.

17.2 Only the person(s) named as our client or clients in the letter accompanying these terms and conditions can rely on any advice or assistance or other work that we provide. If any information given as part of our advice, assistance or other work is revealed to a third party by you (or by us), you must then inform the third party that we accept no responsibility for it.

## **18 Law and jurisdiction**

This agreement will be governed by and construed in accordance with the law of England and Wales and each party agrees to submit to the exclusive jurisdiction of the courts of England and Wales.

## **19 Other points**

### **19.1 Opening hours**

We are open on normal working days Monday – Friday from 9.00 a m to 5.00 p m. Outside of these opening hours, please contact us on 07505146557 or leave a message on our answering machine or write to us at [info@bridgelawsolicitors.co.uk](mailto:info@bridgelawsolicitors.co.uk). Please note that we do not usually provide our services outside of the days and times stated above, except where we have made prior arrangements with you.

## **20. Outsourcing**

In order for us to deal with your matter promptly, we sometimes arrange for certain tasks to be carried out by persons not directly employed by us. The tasks usually consist of administrative

or clerical work (such as typing, photocopying or filing). Where we do this, it will mean that the contents of your file (including information about yourself) must be provided to them in order to perform the tasks. We will always try to have a confidentiality agreement in place with such persons. If you do not wish us to allow persons who are not directly employed to carry out such tasks, please tell us as soon as possible.

**21. Examination of our files and systems by third parties**

Sometimes we may need to let another organisation (such as a body that regulates solicitors) examine or audit our systems and files, or to produce material to them. In this situation, they are under a duty to maintain confidentiality in relation to your files.