

TERMS AND CONDITIONS

IMPORTANT NOTICE: THIS IS AN IMPORTANT LEGALLY BINDING DOCUMENT. IT SETS OUT THE BASIS ON WHICH WE WILL ACT FOR YOU IN YOUR CASE OR MATTER. PLEASE READ IT WITH CARE AND LET US KNOW IF YOU HAVE ANY QUESTIONS OR COMMENTS.

These terms shall apply to all services provided by Broadlegal Ltd, except otherwise agreed and shall be supplemented by our client care letter. It may be revised from time to time and a copy will be sent to you to replace these, which shall apply from the date you receive them. You may terminate the arrangement between us if you do not accept the revised terms.

The expression “we”, “us”, and “our” refer to Broadlegal Ltd and “you” and “your” refer to our client.

Our Services

Scope of our Services

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

Level of service

We will regularly update you by telephone or in writing with the progress on your matter in particular, following key events or stages in your matter. We will always endeavour to communicate with you in plain language. We will update you on the cost of your matter from time to time. Whenever there is a material change in circumstances, we will update you on whether the likely outcomes still justify the likely costs and risks associated with your matter. We will continue to review whether there are alternative methods by which your matter could be funded. We will update you on the likely timescales for each stage of this matter and any important changes in those estimates. Within reason, our aim is for your calls and emails to be dealt with within 24 hours, or as soon as reasonably possible depending on how busy we are. However, we shall not normally contact you where there is nothing to report, and it may sometimes take up to 48 hours for us to respond.

Joint Instructions

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

Provision of Information

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

Our Charges and Payments

Professional Fees

Unless a fixed price is agreed, the basis for calculation of our fees is primarily by reference to the time spent by the fee earner(s) dealing with the matter (including any time which we spend travelling) and will be charged at an hourly rate. Where relevant, the hourly rates applicable to your matter will be confirmed to you in our Client Care Letter. We may from time to time review our charging rates and will notify you immediately in writing of any changes, which are applicable to your matter. Our current rates from time to time may not be appropriate in cases of exceptional complexity or urgency or where specialist knowledge is required. Where it becomes apparent that such circumstances exist we will notify you of this.

Matter not concluded

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

However, where there is a conflict between these terms of engagement and our letter of engagement, our letter of engagement will prevail with regards to fees agreed.

Cost Limits

Whilst it is often not possible to estimate charges in advance, it is open to you to notify us of any limit, which you wish to impose on our charges after which further reference will be made to you. We will advise you when it appears that any costs estimates or limits are close to being exceeded. Notwithstanding any estimates or costs limits however, the final bill will be a product of the amount of time our fee earners spend on the matter and our agreed fee rates; any estimates provided are neither intended to be a cap nor a target billing figure.

Therefore, if significant further work is required in addition to that currently envisaged or if the timetable is extended significantly, our fees will be greater than our indicative estimates. Should it become apparent at any time during the course of the matter that significant further work will be required, we shall of course let you know.

Fixed Charges

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

Third Party Responsibility

In certain circumstances, there may be an expectation that a third party (including an insurer) will pay your costs. In the event that the third party does not pay the sums due, you will be required to pay the outstanding costs.

Responsibility for Costs Disbursements & Expenses

You are responsible for any expenses, (for example, court fees, counsel's fees, search fees, etc.); we call these disbursements. You will have to pay those expenses yourself, unless otherwise agreed. We only accept monies in payment of our fees. VAT is payable on certain disbursements. Where we are instructed by more than one person or legal entity to represent their joint interests, those instructions are considered to be joint and several and thus we reserve the right to look to either party for settlement of any outstanding costs, disbursement and expenses.

If you are instructing us as an owner/director/partner on behalf of a partnership or company, it is a condition of our instructions that you must provide, upon request, a signed personal guarantee at the outset of the matter confirming personal liability for all the costs, disbursements and expenses (where appropriate) that the firm incurs throughout your matter, should we be unable to retrieve such costs, disbursements and/or expenses from the partnership or company.

If you are providing instructions as a representative on behalf of a partnership or company, we shall require, upon request a signed personal guarantee from at least one partner/director/owner confirming his/her personal liability to settle any costs, disbursements or expenses owed to the firm, which cannot otherwise be recovered. We shall accept undertakings from separate parties where such costs, disbursements and expenses are to be settled by that party.

However, notwithstanding any written agreements (e.g. undertakings or guarantees) in place on your matter, it is a condition of our instructions that should any circumstance arise whereby the said third party dishonours its agreement, it shall be the personal responsibility of the firm's client(s) to settle any outstanding costs owed, which we have not otherwise been successful in recovering from the third party.

Third Party Payments

If we receive payments from any third party on your behalf, we will need to follow certain procedures in order to ensure that we comply with anti-money laundering regulations. We will need to obtain evidence of the third party's identity. The source of any third-party funds will also need to be verified and we shall also require the reason as to why the third party is paying on your behalf. We reserve the right to refuse payments, which are not from you personally and the firm cannot accept any liability for any problems (e.g. time delays) that subsequently arise from us doing so. Where we refuse a third-party payment, we may be bound by regulations not to return the payment to the sender.

Instructing Third Parties and their Charges

If you instruct us to obtain third-party services, it shall be your responsibility to settle all of their costs, plus any applicable VAT, prior to formal instruction of the expert. Although we shall endeavour to instruct well-established third parties, we cannot be held responsible for the quality of their work or advice or the level of their charges or for any misrepresentations made by them.

Billing arrangements

Timing of bills

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

Settlement of bills

Accounts are to be paid by you when due, whether or not the amounts concerned may ultimately have to be paid by another party. Bills are to be settled in full upon receipt. We may charge interest on unpaid bills from 30 days of delivery of the bill on a daily basis at statutory rate (currently 8%). In relation to non-contentious costs, we are entitled to charge interest on unpaid bills at the rate payable on judgment debts from one month after delivery of the bill in accordance with Article 5 of the Solicitors' (Non-Contentious Business) Remuneration Order 2009. We reserve the right to charge interest on any outstanding amounts at the statutory rate (currently 8%). If a bill is not settled in accordance with these terms, we reserve the right to decline to act further for you.

Concerns Over Your Bill

If you are not satisfied with the amount of our fees please contact us. Objections about the amount of our fee will be handled by way of our complaints procedure. If you remain unhappy about the level of our fees you may be able to make a complaint to the Legal Ombudsman (as more particularly set out above) or may be entitled to have the bill assessed by the Court in accordance with Part III of the Solicitors Act 1974. Your rights are set out more fully in Sections 70, 71 and 72 of the Solicitors Act 1974.

Lien Over Papers and Documents

Following the conclusion of your matter, we are entitled to retain your file of papers and documents while there is money owing to us for fees. It is our policy to only accept cash up to £1000. If you circumvent this policy by depositing cash direct with our bank we reserve the right to charge for any additional checks we deem necessary regarding the source of the funds. Where we have to pay money to you, it will be paid by cheque or bank transfer. It will not be paid in cash or to a third party.

Cybercrime and Email Fraud

Confirmation of our Bank Details

Our bank account details will be confirmed to you at the outset of the matter and will not change throughout the lifetime of your matter. If you ever receive any other communication purporting to come from us to change our bank account details or to request that you send funds to another account, please do not rely on this and immediately contact us by telephone. You must never send funds to our account unless you have verified this with us. We will not take any responsibility for any losses where funds are transferred to other accounts that have not been verified by us. We may not agree to send funds to you unless it is to a pre-agreed bank account, which we have verified. You must take care to protect your own data and bank account details. Confirming your bank details by email should be avoided.

Investment

Sometimes the work we are likely to carry out for you may involve investments. We are not authorised by the Financial Conduct Authority (previously the Financial Services Authority) and so may refer a client to someone who is authorised to provide any necessary investment advice. However, we can provide certain limited services in relation to investments provided they are closely linked with the legal services we are providing to a client, as our Solicitors are members of the Law Society of England and Wales. If we recommend a referral to a particular firm, agency or business to provide you with investment advice, we shall do so in good faith but we shall not be liable to you for any advice you may be given by them. Furthermore, if that firm, agency or business is not a firm of solicitors regulated by the SRA you will not be afforded the regulatory protection of the SRA and shall not be entitled to the benefit of the SRA Compensation Fund.

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

SRA Compensation Fund

We are regulated by the Bar Standards Board and not the SRA; therefore, you will not be entitled to benefit from the SRA Compensation Fund. However, we are covered by Professional Indemnity Insurance.

Limitation of Liability

Reliance by third parties

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

Liability in respect of other parties

We will use all reasonable endeavours to ensure that all information provided by us is accurate but we cannot account for the accuracy of information provided by or obtained from third parties. We shall not be liable for any decision made or action taken by you or others based upon reliance on or use of information or advice provided by or obtained from third parties. Where we are asked to recommend the services of another advisor or service provider, we will do so in good faith, but without liability and without warranting the ability or standing of that person or firm. We will not be responsible for the quality of the services provided by that person or firm.

Our Limitation of Liability and Insurance Cover

We have professional indemnity insurance giving cover for claims against the firm. Details of this insurance, including contact details of our insurer and the territorial coverage of the policy can be inspected at our offices or made available on request. Our liability to you for a breach of your instructions shall be limited to your total losses or the maximum cover of our insurance being £500,000.00. We shall not be liable for any consequential, special, indirect or exemplary damages, costs or losses, or any damages, costs or losses attributable to lost profits or opportunities. We can only limit our liability to the extent the law allows. In particular, we cannot limit our liability for death or personal injury caused by our negligence. Please ask if you would like us to explain any of the terms above.

Conflict

An actual or potential conflict between your interests and the interests of another client of the firm may arise during the course of a matter. If this situation arises during our dealings with you, we will discuss the position with you and determine the appropriate course of action.

Equality & Diversity

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

Data Protection

How we use your data

We are registered as a Data Controller with the Information Commissioners Office under reg. no. ZA567779. We will use the information that you give us to provide you with legal services, as per your instructions. We will keep your information confidential and will only use it for the purpose(s) for which it was provided or as is permitted in law (i.e. for dealing with complaints or regulatory investigations).

Outsourcing of our services

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

Sharing information

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

We may have to share some or all of your information with other third parties. E.g., barristers, experts and other third parties who we need to instruct to assist us with your matter. We may also have to share information with the Legal Ombudsman (if you complain about our services) and the Solicitors Regulation Authority (the statutory body that regulates solicitors).

In doing so we will always take care to ensure that your information remains confidential and safe. We will liaise with you during your case about which experts, barristers and other third parties we instruct on your behalf. We may wish to contact you in the future about our other services and updates in the law. Please let us know if you are unhappy to receive that information.

Your Rights

You have rights under the General Data Protection Regulation and Data Protection Act 2018 and these include the right to be informed what information we hold about you. However, it is obviously likely that you will have provided us with such information as we hold. If you believe that the information we hold is wrong or out of date, please let us know and we will update it. The person in this firm responsible for data protection is Mr Vince Adon, a Solicitor and Director of the firm. Any enquires and requests can be sent to him by telephone 020 7936 9810, by emailing va@broadlegal.co.uk, or in writing to him at Broadlegal, Ludgate House, 107-111 Fleet Street, London, EC4A 2AB.

How long will we hold your data?

We will only hold your information for as long as necessary to provide you with legal services and then for only so long as we are required either contractually or under our regulatory obligations. This will generally be six years after the end of your matter. After this time, we will confidentially destroy all information that we hold about you.

Money Laundering Notification

Under the provisions of our statutory obligations (in particular with regard to our obligations under the Money Laundering Regulations 2017 and other relevant legislation including the Proceeds of Crime Act 2002 and the Terrorism Act 2000), we are under a strict duty to report any circumstances where we know or suspect that a client or matter is involved in money laundering or terrorist financing, to the National Crime Agency. Under these circumstances, we may be precluded from informing you of the disclosure or seeking your consent. If we make a disclosure, we may also have to stop working on your matter for a period of time and may not be able to tell you why.

Identification

In view of the above, the law requires us to get satisfactory evidence of the identity of our clients and sometimes people related to them. We may also be required to carry out background checks on our clients and to make detailed enquiries as to the source of funds being used in relation to transactions on which we are instructed to advise. Depending on the type of transaction and/or whether it falls into a regulated sector, we may ask you to provide us with proof of your identity and/or to make searches of appropriate databases. We are required to retain records of the identification obtained. We may delay, decline or cease to act for you if we have requested to see proof of your identity, but there has been an unreasonable delay in providing it. If as a result of meeting our statutory obligations, or executing our internal procedures put in place to meet those obligations in good faith, we cause you loss or damage our liability to you will not exceed £500,000.00.

Email Communications

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

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

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

Termination

Termination by you & Refund

You have formally instructed us at the point where you tell us either by phone or email to proceed with your matter (whether or not you have made any payment of our fees or signed our client care letter (contract)); or where you continue to send us phone or email instructions (before or after you have made payment of our fees), and once we have opened your file. It would not matter whether we have not done any substantive work on your case, you will be liable to pay our fees for any work done from the point you instruct us to the point you terminate your instructions and ask for a refund (if you have already paid our fees). Where such refund is requested, the work we will charge you for will include any advice we have given you, time spent reading your emails or papers, time spent corresponding with you or advising you by phone, time spent opening your file, checking your ID and preparing any documents or letters to you or undertaking research etc. We will deduct such charges from any refund due to you. It is important to note that we will start charging you from the point you ask us to start work either verbally or by conduct and not the point you make payment of our fees.

You may withdraw your instructions at any time by written notice to us. Should your matter not be carried through to completion then a charge will be made in respect of the work that has already been completed based upon the fee structure that has been agreed. This information will normally be in our client engagement letter. We will be entitled to keep all your papers and documents whilst there is money owing to us for our fees and expenses.

Termination by us

In some circumstances, we may consider that we ought to cease acting for you. We will only decline to act further for you where we have reasonable grounds to do so (for example: failure by you to settle invoices in full on the due date or to make payments in advance when so requested; failure by you to give clear and proper instructions on how we are to proceed; if it is clear that you have lost confidence in how we are carrying out your instructions; if by continuing to act we would be in breach of the law or rules of professional conduct). If we do cease to act for you then we will confirm in writing the reasons why and give you reasonable notice.

Storage and Retrieval of files

At the end of the matter, we will be entitled to keep all your papers and documents while there is still money owed to us for fees and expenses. At the conclusion of your matter, we will store your file of papers for a reasonable period of time. We would usually store case files for six years from the date of the final bill but reserve the right to determine the period of storage. Such papers or files may be stored in an electronic form (with the original paper version being destroyed as soon as it is scanned and saved as an electronic file). There may be documents such as deeds or wills which we have agreed to deposit for you in safe custody or documents that you have otherwise asked to be returned to you. We will not destroy any such documents.

We also reserve our rights to destroy your files and papers (whether electronic or paper based) after a reasonable period, without prior notice to you, unless we receive a written request from you during this period. At your request we will return any papers or property belonging to you which are not subject to a lien or otherwise being stored for safe keeping. If we retrieve papers or documents or electronic data from storage in relation to continuing or renewing instructions to act for you, we will not normally charge for the direct cost for retrieval from storage. However, in all other cases, we reserve the right to make a charge for the retrieval or delivery of any stored files (including electronic data), papers or deeds or a charge based on the time we spend reading stored files, papers or deeds, writing letters or other work necessary to comply with your instructions including for any postage and/or photocopying costs. Our charges would be based on our hourly rate applicable at the given time and we would always discuss this with you beforehand. We shall not release any file of papers to any third party unless we have your written consent to do so. The party collecting the file on your behalf will need to supply us with photo identification and a copy of the same will be retained for our records. We require a signed 'form of authority' in order to release a file to another firm of solicitors.

Waiver

Any failure to enforce at any time one or more of these terms and conditions generally shall not be a waiver of them or the right at any time subsequently to enforce all applicable terms and conditions.

Third Party Rights

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

Enforcement

In the event that any of these terms of engagement is held to be invalid, the remainder of the terms of engagement will remain in full force and effect. Where there is conflict between these terms and those contained in our client engagement letter with regards to our fees and costs generally, the agreed terms contained in our client engagement letter will prevail and shall be enforceable.

Governing law

These terms and conditions shall be governed by, and construed in accordance with, the law of England & Wales. The Courts of England & Wales shall have exclusive jurisdiction in relation to any claim, dispute or difference concerning this agreement and any matter arising from it.

Future instructions

Unless otherwise agreed, and subject to the application of the prevailing hourly rates, these terms and conditions shall apply to any future instructions given by you to us.