



## **TERMS OF BUSINESS**

## TERMS OF BUSINESS (LITIGATION & DISPUTES)

The following areas are covered in these terms of business:

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3. Responsibilities
4. Hours of business
5. Email
6. Anti-money laundering obligations
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13. Limitation of liability
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**BMD Law Ltd uses a number of trading names. The following terms of business apply to all engagements accepted by BMD Law Ltd (the “Firm”). References in these terms of business to “we”, “us” or “our” shall be understood accordingly. All work done is subject to these terms except to the extent that changes are expressly agreed in writing. References in these terms of business to “you” or “your” shall refer to each and every party to your engagement letter (other than us).**

### **1. ABOUT US**

**1.1** BMD Law Ltd is authorised and regulated by the Solicitors Regulation Authority (SRA) under SRA number 670859. Our registered office is at Unit 212 Vanilla Factory, 39 Fleet Street, Liverpool, L1 4AR.

**1.2** Those responsible for the provision of advice to our clients are called “Partners”. We do not use the term in the traditional sense or in a way that adopts the legal definition of “partner”. So, when we use the title “Partner” it is used as a marketing term to describe the spirit of the relationship between our firm and its client-facing advisers who are consultants with the Firm. We seek to work in the spirit of partnership with our advisers and their clients.

**1.3** Those carrying the title “Partner” may be solicitors, barristers, Fellows of the Chartered Institute of Legal Executives or consultants who have met the entry requirements of their relevant professional body and who are authorised by us to advise our clients.

1.4 The Firm is not a partnership. We are a limited liability company that trades under several trading names as set out above. The term “Partner” does not denote a legal partnership with our advisers and those carrying the title “Partner” are not owners of the Firm.

1.5 All advice provided to clients by our Partners is the responsibility of the Firm. The Firm stands behind that advice and has the appropriate professional indemnity insurance in place to help protect our clients at all times.

## **2. SERVICE STANDARDS**

We aim to provide you with high standards of service at all times. We will:

- Keep you regularly informed in writing of progress with your matter;
- Communicate with you in plain language;
- Explain to you in writing the legal work which is required as your matter progresses;
- Keep you informed of the cost of your matter every month (if paying on an hourly rate); and
- Keep you advised of the likely timescales for each stage of this matter and any material changes in those estimates.

## **3. RESPONSIBILITIES**

To achieve the best possible outcome in your case, we need to work together with you. We will:

- Review your matter regularly;
- Advise you on the law;
- Follow your instructions; and
- Update you on whether the likely outcomes still justify the likely costs and risks associated with your matter whenever there is a material change in circumstances.

You need to:

- Provide us with clear and timely instructions; and

- Provide us promptly with the information and documents required to complete the transaction.

#### **4. HOURS OF BUSINESS**

Our office hours are from 9.00 a.m. to 5.00 p.m. Monday to Friday.

#### **5. EMAIL AND SMS**

We will correspond with you by e-mail unless you advise us in writing that you do not wish us to do so. On occasions we will send you information via SMS. You acknowledge that e-mail may not be secure and that it is possible that e-mails can transmit computer viruses and other damaging items which it is not possible to completely eliminate. E-mail will be treated as written correspondence and we are entitled to assume that the purported sender of an e-mail is the actual sender and that any express or implied approval or authority referred to in an e-mail has been validly given.

#### **6. ANTI-MONEY LAUNDERING OBLIGATIONS**

##### *Evidence of identity*

The law requires Solicitors, banks, building societies and others to obtain satisfactory evidence of the identity of their client and at times, people related to the client or their case. You have provided your identity documents. In order to check your identity, we may carry out a 'soft' check of your credit file using a credit reference agency. You will be able to see the search on your file, but it will not show up to other organisations. This means there is no impact to your credit rating.

#### **7. CONFIDENTIALITY**

We are under a professional and legal obligation to keep details of your case confidential. This obligation, however, is subject to a statutory exception, which may require a solicitor who knows or suspects that a transaction on behalf of a client may involve money laundering or terrorist financing to make a disclosure to the Serious Organised Crime Agency.

If we are required to make a disclosure in relation to your matter, we may not be able to inform you that a disclosure has been made. We may also have to cease acting in your matter for a period of time and may not be able to tell you the reasons for it.

#### **8. FINANCIAL MATTERS**

##### *Finance arrangements*

When we have to pay money to you, it will be paid by cheque or if you prefer by bank transfer. Please note that if you require a bank transfer, we will need you to complete a bank transfer form with your bank details and there will be a bank fee charged. Damages will not be paid in cash or to a third party.

##### *Interest on money owed to you*

Any money received on your behalf will be held in our practice's client account. Subject to certain minimum amounts and periods of time set out in the Solicitors' Accounts Rules 1998, interest will be calculated and paid to you at the rate from time to time payable on our client account.

The period for which interest will be paid will normally run from the date(s) on which funds are received by us, until the date(s) that cheque(s) are issued.

#### **9. COSTS** 8.1 How we calculate charges

Our charges will be calculated by reference to the time we actually spend working on your matter. This will include:

- Attending meetings and negotiations;

- Reading, preparing and working on papers;
- Making and responding to telephone calls, emails, faxes and letters;
- Preparation of costs estimates, schedules and bills;
- Attendance at court and travel time

## 8.2 Hourly Rates

Our hourly rates are set out below. We review our hourly rates each year on 01 October, to take into account increases in costs. We will notify you in writing if the rates you are being charged are increased and the date from which the increases will apply.

Grade	Description	Hourly rate
A	Partners with over 8 years' post qualification experience	£261
B	Solicitors and legal executives with over 4 years' post qualification experience	£218
C	Solicitors of less than 4 years' post qualification experience, legal executives and fee earners of equivalent experience	£178
D	Trainees, paralegals and fee earners of equivalent experience	£126

All routine correspondence which we write will be charged at 1/10<sup>th</sup> of the hourly rate. Routine correspondence we receive will be charged at 1/10<sup>th</sup> of the hourly rate.

All routine telephone calls, either made or received, will be charged at 1/10<sup>th</sup> of the hourly rate.

More complicated correspondence and telephone calls will be charged at the hourly rate for the actual time they take.

If your instructions mean we have to work outside normal office hours, we may increase the level of the hourly rates. We will notify you in writing of any increases.

We will add VAT to our fees at the rate that applies when the work is completed. Currently VAT is charged at 20%.

## 10. PROFESSIONAL INDEMNITY INSURANCE

Under the Professional Indemnity Rules firms are required to take out and maintain qualifying insurance. Details of our insurance can be found at our office or you can contact us to request this information.

## 11. EQUALITY AND 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.

## 12. DATA PROTECTION

In order to manage our business and provide our services to our clients, as solicitors working on your behalf, we collect a certain amount of personal data. "Personal data" means data relating to a living individual who is or can be identified either from the data or from the data in conjunction with other information.

We will use your personal data only for the purposes and in the manner in compliance with the General Data Protection Regulation ((EU) 2016/679) (the GDPR) and any implementing legislation.

### **13. STORAGE OF PAPERS**

We will keep our file of your papers (except any of your papers which you ask to be returned to you) for no more than six years. We will keep the file on the understanding that we have the authority to destroy it six years after the date of the final bill we send to you for this matter. We will not destroy documents you ask us to deposit in safe custody.

If we retrieve papers or documents from storage in relation to continuing or new instructions to act for you, we will not normally charge for such retrieval. However, we may charge you for:

- Time spent producing stored papers requested; and
- Reading, correspondence or other work necessary to comply with your instructions in relation to the retrieved papers.

### **14. LIMITATION OF LIABILITY**

Our liability to you for a breach of your instructions shall be limited to £3,000,000 or such other higher amount as expressly set out in the letter accompanying these terms of business. 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 profits or opportunities.

### **15. APPLICABLE LAW**

Any dispute or legal issue arising from our terms of business will be determined by English law and will be submitted to the exclusive jurisdiction of the English courts.

### **16. FINANCIAL CONDUCT AUTHORITY**

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

### **17. ENDING OUR SERVICE**

You may end your instructions to us in writing at any time but we will be entitled to keep all your papers and documents while there is still money owing to us for charges and expenses.

We may decide to stop acting for you only with good reason, for example if there is a conflict of interest. We must give you reasonable notice that we will stop acting for you.