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## Terms and Conditions of Business

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## **Bevan Kidwell LLP**

### **Terms and Conditions of Business**

This document (together with the client care letter that relates to you) sets out the terms and conditions of business of Bevan Kidwell LLP (“Bevan Kidwell” “us” or “we”). Please read the contents of this document carefully as its provisions will apply to all matters undertaken by us for you unless we agree otherwise in writing and such agreement is authorised by a partner of Bevan Kidwell. If you have any queries in relation to this document or your client care letter, please contact the person in Bevan Kidwell with whom you are dealing in order to obtain clarification.

The word “partner” is used to refer to a member of Bevan Kidwell. A list of members, all of whom are solicitors of England and Wales, is open to inspection at our address given in clause 20 below.

#### **1. Services**

In providing services to you, we will endeavour to adhere to the following standards:-

- keeping you regularly informed of progress;
- communicating with you in plain language;
- explaining legal work that may be required;
- advising you regularly of the costs/risk benefit of pursuing a matter;
- advising you of the likely timescale involved;
- reviewing your matter as reasonably required from time to time and advising you of any changes in the law, circumstances or risk which could affect the outcome.

In order to enable us to provide services to you, it is imperative that you:-

- fully and clearly disclose to us all relevant facts and information and provide to us all relevant documents;
- keep us up to date and informed as to your circumstances, if they may have an impact on the matter we are dealing with;
- promptly give us instructions when we ask you to.

The normal office hours are 9.00am to 5:30 pm Monday to Friday (excluding bank and public holidays).

We do not, generally, provide an out-of hours or emergency service.

We reserve the right to outsource work such as typing or photocopying. If we do so we will use reasonable endeavours to preserve client confidentiality. If you object to our outsourcing work, please tell us.

#### **2. Responsibility**

Bevan Kidwell operate on the basis that each client will have a partner designated as having overall responsibility for all matters upon which we are instructed on that client’s behalf (“the Client Partner”). If not already advised, your Client Partner will be notified to you under separate cover.

Where it is necessary to transfer responsibility for a particular matter, other than as a result of short-term absences, you will be notified of the person to whom the matter has been transferred.

#### **3. Equality and diversity**

Bevan Kidwell is committed to promoting equality and diversity in all its dealings with clients, third parties and employees, and is required by the Solicitors Regulation Authority to produce a written Equality and Diversity Policy. Please contact us if you would like us to send you a copy of that Equality and Diversity Policy.

#### **4. Complaints**

It is the aim and function of Bevan Kidwell to offer its clients an efficient, effective and comprehensive service. If you are dissatisfied with any aspect of our services, (including in respect of an invoice) you should in the first instance raise the matter with your Client Partner, who will investigate in accordance with our Complaints Handling Procedure. If your Client Partner is unable to resolve the matter to your satisfaction, the matter should be raised with Jean Bevan, a partner in the firm, who will investigate the matter further in accordance with our Complaints Handling Procedure. If however your complaint is about Jean Bevan, then another senior partner will investigate as appropriate.

We will endeavour to resolve all complaints quickly through our Complaints Handling Procedure.

Please let us know if you would like a copy of our Complaints Handling Procedure.

We are regulated by the Solicitors Regulation Authority. If for any reason we are unable to resolve any problem between us, complaints and redress mechanisms are provided through the Solicitors Regulation Authority and the Legal Complaints Service.

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.

## **5. Fees**

The client care letter which has been sent to you will set out details of fees, fee rates, disbursements and other costs. Where we bill by reference to an hourly rate all those rates are subject to annual review during December in each year. You will be informed of any new rates which apply as soon as reasonably practicable after the relevant review; we will also tell you the date from which the new rate is to take effect.

We reserve the right to raise additional charges (i.e. to apply a mark-up) in accordance with Law Society guidelines and the following factors:-

- Urgency.
- Complexity, responsibility, difficulty or novelty of the problems raised.
- Place where and circumstances in which the business is transacted.
- The importance of the matter to you.

In commercial property transactions, the administration of estates and in transactions involving a large amount of money or benefit to the client, we may base our charges on the time spent and by referring to a value element, such as the price of the property, the size of the estate or the value of a financial benefit. The value element reflects the importance of the transaction and responsibility placed on the firm. We will write to you separately if the value element will apply to you.

Bevan Kidwell charges for travelling time, photocopying expenses and the cost of fax transmissions.

Time worked outside normal business hours, by agreement or on your instructions, or in order to achieve a relevant deadline, may be subject to an uplift.

## **6. Costs on Account**

We reserve the right to ask our clients to make a payment on account of anticipated costs and disbursements.

As and when any payment on account is used up, we reserve the right to ask for additional payments on account.

## **7. Disbursements and VAT**

There may be certain expenses (known as disbursements) which we will need to pay on your account. You must re-pay all these amounts to Bevan Kidwell. These include, for example, court fees, agent's fees, barrister's fees and search fees. Your client care letter provides further details in relation to disbursements.

All charges are subject to the addition of VAT.

## **8. Estimates**

If requested and where practicable Bevan Kidwell will provide an estimate of the fees to complete a matter. If we provide an estimate, we will keep you informed of any changes to that estimate. Please note that an estimate is not a guaranteed price or a fixed quote; it is just an estimate. An estimate may be exceeded if, for example, there is a change in the nature of the matter, or in the scope or nature of your instructions, or if unforeseen circumstances arise which have a material effect on the conduct, duration, urgency or complexity of the relevant matter. We reserve the right to charge in full for all work done even if that exceeds any estimate given.

## **9. Failure to complete**

If, for any reason, any matter is not carried through to completion, we will charge you in respect of the work that has then been done. The account will include VAT and the disbursements incurred or payable at that date.

## **10. Billing**

Bills will be delivered to you at regular intervals (usually every month) for the work carried out in the conduct of a matter; we can do this even if the matter has not completed. All bills must be paid within 14 days of their date. In the event that you do not pay on time, we reserve the right to decline to act further for you. Were that to be the case, you would be charged for all work done and disbursements up to that date (plus VAT).

Any payment you make to Bevan Kidwell on account of costs, or any sum received by Bevan Kidwell on your behalf (including without limitation money paid in settlement of any dispute, but excluding money paid to us for any other specific purpose), may be set-off against an interim or final bill delivered to you.

The Solicitors' (Non-Contentious Business) Remuneration Order 2009 provides that we are entitled to charge interest on our unpaid bills. If all or any of our bills are not paid within 14 days of their date we will charge interest on the overdue amount until payment in full, both before and after judgement. The rate of interest is that payable on a judgment debt. This is currently 8% per annum.

## **11. Financial Services and Insurance Mediation**

If during this transaction you need advice on investments, we may have to refer you to someone who is authorised by the Financial Services Authority, (as we are not authorised by the Financial Services Authority). However, as we are regulated by the Solicitors Regulation Authority, we may be able to provide certain limited investment services where these are closely linked to the legal work we are doing for you.

Bevan Kidwell is not authorised by the Financial Services Authority. However, we are included in 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 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 Services Authority website at [www.fsa.gov.uk/register](http://www.fsa.gov.uk/register).

## **12. Payment of Commission**

If we are permitted by applicable law and regulations to receive any commission in respect of the work we undertake for you, we will (a) inform you in advance, (b) obtain your consent before we are

paid any such commission and (c) comply with all applicable laws and regulations in connection with the payment to us of any such commission.

### **13. Interest**

We will pay interest on money we hold for our clients as required under the Solicitors' Account Rules 1998. If you would like further information on this, please ask us.

### **14. Tax**

We do not provide tax advice. If you think you may need tax advice, please tell us; we may be able to refer you to an appropriate expert.

### **15. Vetting of Files**

We may be required to produce all or part of your file to assessors, auditors or similar as part of an audit or quality check.

### **16. Payments to you**

If we have to pay any amount to you, we will only pay that amount to you by cheque made payable to you or by direct transfer into an account in your name. We will not make payments in cash and we will not pay anyone else.

### **17. Limitation of Liability**

We do not exclude or limit liability for death or personal injury arising out of our negligence or for fraud or fraudulent misrepresentation. We do not exclude or limit any liability where to do so would be a breach of any mandatory law or regulation applicable to us. Nothing in these terms and conditions establishes a duty of care arising between a partner, employee or worker of Bevan Kidwell and you. Subject to the foregoing Bevan Kidwell's total liability in contract tort (including negligence and breach of statutory duty) misrepresentation restitution or otherwise arising from the performance or non-performance of our services shall be limited to £4,000,000.

### **18. Counsel's Fees and Contentious Business**

Where Bevan Kidwell is instructed to act upon your behalf in the conduct of litigation proceedings certain additional provisions apply to the manner in which business is undertaken: -

- **Estimates and Counsel's Fees**

The provision of estimates of time and cost is extremely difficult in the context of proceedings, as a matter might settle before the issue of proceedings, or at any time thereafter, or may proceed to full trial. It is our policy to keep you regularly advised as to costs incurred on an on-going basis, and to obtain full instructions from you before, say, instructing counsel on your behalf. Please note, where counsel are to be instructed, they are usually only able to give an estimate of their fees. You remain liable to pay us for counsel's fees incurred on your behalf, where any such estimate is exceeded. This will apply whenever counsel is instructed, whether in the context of litigation or otherwise.

- **Court Orders on Payment of Costs**

If you are successful in litigation, the Court may order your costs to be paid by some other party. To calculate such costs the Court employs a system known as "assessment". Please note that it is very rare for the other party to be ordered to pay the full amount of your costs after assessment. This means that, in effect, even though you are successful in your claim, you are unlikely to be indemnified in respect of all your legal costs (i.e. you are unlikely to recover all your legal costs). Further information on this principle will be provided by the person advising you on the relevant litigation. **However, you are responsible for the**

**payment of our costs at the quoted hourly rates regardless of any liability of a third party to pay our costs and regardless of the amount a court might order a third party to pay as a result of an assessment.**

**Please also note that:-**

- **a third party who is ordered to pay your costs may not have the money to do so;**
- **if your opponent has the benefit of legal aid, even if you are successful in your litigation, you may not be able to recover any of your legal costs against your opponent.**

If you are not successful in your litigation, you will ordinarily be ordered to pay your opponent's legal costs as well as your own. Your opponent's costs will be subject to assessment.

## **19. Insurance**

You should check that none of your existing insurance policies cover you in respect of legal expenses. If you have a policy covering legal expenses insurance, you should let your insurers know of your instructions to this firm at once. Insurers will not cover legal costs until they have accepted that the matter is covered by the scope of your insurance and have agreed who is to act for you. In addition, your insurers may require you to use a solicitor nominated by it, in which case we may not be able to act.

## **20. The Provision of Services Regulations 2009**

We are required to provide certain information to you pursuant to the above regulations. That information is as follows:-

- Our principal place of business and contact details (and to which you may send a complaint or request for information) are as follows:-
  - Bevan Kidwell  
113 – 117 Farringdon Road  
London EC1R 3BX
  - Fax number: 020 7278 4685
  - Email: [jean@bevankidwell.com](mailto:jean@bevankidwell.com)
  - Telephone: 020 7843 1820
- Our name is Bevan Kidwell LLP. We are a limited liability partnership registered in England and Wales under number OC362134. We are regulated by the Solicitors Regulation Authority. We are subject to the Code of Conduct of the Solicitors Regulation Authority, this code of conduct may be accessed at <http://www.sra.org.uk/solicitors/handbook/code/content.page>.
- Our geographical address is as above; for rapid communication call the telephone number above or send an email to [\[first name\]@bevankidwell.com](mailto:[first name]@bevankidwell.com); if you are unsure send your email to [jean@bevankidwell.com](mailto:jean@bevankidwell.com).
- Our VAT number is 673 0085 45.
- This document contains our general terms and conditions and together with our client care letter forms a contract between you and Bevan Kidwell.
- Clause 31 below sets out the law that governs the contract between you and Bevan Kidwell.

- These terms and conditions, together with our client care letter set out the fees and disbursements payable by you.
- Our professional indemnity insurer is Zurich Insurance Plc. Address: Zurich Professional & Financial Lines, The London Underwriting Centre, 3 Minster Court, Mincing Lane, London, EC3R 7DD. The territorial coverage of our policy is worldwide.
- You are entitled to complain about Bevan Kidwell and about any bill you receive from Bevan Kidwell. Please see paragraph 4 above.
- You may have a right to object to our bill by making a complaint to the Legal Complaints Service or the office of Legal Complaints and/or by applying to the court for an assessment under Part III of the Solicitors Act 1974.
- You may be entitled to apply to the Legal Ombudsman in relation to any complaint or dispute. [www.legalombudsman.org.uk](http://www.legalombudsman.org.uk).
- If all or part of our bill remains unpaid, we may be entitled to charge you interest.

## **21. Assessment**

Sections 70, 71 and 72 of the Solicitors' Act 1974 set out certain of your rights to have our bills assessed by the Court.

## **22. Client Funds**

We will comply with all applicable Solicitors Regulation Authority regulations in relation to the handling of client money.

## **23. Storage of Papers and Documents**

We are entitled to keep all your papers and documents while there is money owing to us for our charges and expenses.

Subject to compliance with applicable laws, we (a) will store your papers and documents for at least 12 months after conclusion of the matter concerned and (b) are entitled to store your papers and documents in electronic or scanned format and to destroy the paper versions. If we do store your papers and documents in electronic or scanned format or in the paper versions, the storage is on the clear understanding that we have the right to (a) charge you for such storage (at the rate we notify to you) and (b) destroy the same after such period as we consider reasonable (having regard to our legal obligations and not sooner than 12 months after conclusion of the matter concerned) or (after that time) to make an additional charge for storage if we ask you to collect the same and you fail to do so.

Notwithstanding the above, we will not, of course, destroy any documents such as wills, original documents and other original securities, which you ask us to hold in safe custody and in respect of which you have paid our storage charges.

If we retrieve papers or documents from storage at your request or in relation to continuing or new instructions to act in connection with your affairs, we will make a reasonable charge for such retrieval. We can also charge you a reasonable amount for copying charges, if you ask for copies of papers held by us.

## **24. Joint and Several Liability**

If two or more persons constitute our client for the purpose of any particular matter, their liability to us shall be joint and several.

## **25. Termination**

You may terminate your instructions to us in writing at any time, but we are entitled to bill you for all work done and disbursements incurred up to termination.

In some circumstances we may, subject to Solicitors Regulation Authority regulations, decide to stop acting for you; for example, if you do not pay an interim bill or comply with a request for a payment on account.

If we decide to cease acting for you, will tell you and give reasons (if possible; for example we may be prohibited by applicable law or regulations from giving your reasons).

## **26. Data Protection**

26.1 Bevan Kidwell is the data controller in relation to Your Information. For this purpose Your Information means: all personal and financial information about you which Bevan Kidwell obtains from you or from third parties such as credit reference agencies, fraud prevention agencies, accountants, solicitors, estate agents and other advisors.

26.2 You agree that Bevan Kidwell can: -

- rely on Your Information in all its dealings with you;
- store and process Your Information on its computers, databases and any other way.

26.3 You agree that Bevan Kidwell can use, analyse, assess and deal with Your Information as follows: -

- to consider instructions given by you;
- for financial risk assessment, credit checks, money laundering checks, compliance, regulatory reporting and fraud prevention. This includes performing credit and identity checks, obtaining bankers' references, making enquiries of credit reference and fraud prevention agencies, undertaking searches of the Electoral Register, making online searches and making any other enquiries reasonably thought fit. You understand that credit reference agencies and fraud prevention agencies may maintain a record of any enquiry and the information given to them and may share search details and Your Information with us and other organisations for credit, fraud, crime prevention and money laundering purposes (or similar) or to recover or trace debts. We can charge you the costs we incur in connection with our checks on you;
- to comply with applicable law;
- to operate and administer services supplied and recover amounts payable;
- for assessment and analysis (including statistical, product and marketing analysis) including to identify products and services which may interest you;
- to help us understand and develop our businesses, services and products.

26.4 You agree that Bevan Kidwell can disclose Your Information as follows: -

- to any of our service providers (including any data processors we may engage and any third parties in relation to our compliance and regulatory procedures), agents or sub-contractors (including in connection with legal proceedings), on the understanding that they will keep the information confidential;
- to the persons referred to in the second bullet point of clause 26.3;
- to any regulator of Bevan Kidwell's business;



- in response to enquiries made by credit reference or fraud prevention agencies or any other person we reasonably believe to be seeking a reference or credit reference in good faith;
  - to anyone to whom we transfer all or any of our rights and/or obligations in relation to Your Information under this document;
  - to any person to whom we have a duty to disclose or to the extent that the law requires or permits us to disclose (including any governmental, regulatory or other relevant authority);
  - to comply with our obligations in relation to money laundering and to carry out searches in relation to you, including online searches and to carry out the searches and enquiries referred to in clause 26.3. We will charge you costs we incur in carrying out the foregoing.
- 26.5 You have rights under the Data Protection Act 1998, for example to be informed of the type of personal data held and its uses.
- 26.6 As our business develops, the way in which we look at, record and use Your Information may change. Generally this will be because of changes in technology and in line with your expectations. If however we believe that the change is not obvious to you, we will give you notice. If you are notified of a change and continue to deal with us for at least 60 days after you are notified, then you will have consented to that change (unless you write to us and tell us that you do not consent).
- 26.7 In order to provide services to you, it may be necessary for Your Information to be transferred to someone who provides a service to us in other countries (including countries outside the EEA). You consent to that. If we do so we will use reasonable endeavours to ensure that the person to whom we pass the information agrees to treat it with the same level of protection as if we were dealing with it.
- 26.8 You agree that we may (but are not obliged to) record all conversations with you and monitor (and maintain a record of) all e-mails sent by or to us. All those records are Bevan Kidwell's property and can be used by us in the case of a dispute.
- 26.9 Bevan Kidwell will add Your Information to its databases/store information manually for the purposes of informing you (whether by letter, telephone (including text messages), electronically by computer or otherwise) about its products and services (including those of other persons) which may be of interest to you. If you do not wish to receive this information, please contact Jean Bevan by post at Bevan Kidwell, 113–117 Farringdon Road, London EC1R 3BX or by email to [jean@bevankidwell.com](mailto:jean@bevankidwell.com).

## **27. Distance Selling**

In most cases we will start work for you straight away. In that case, you will lose any right you might have under the Consumer Protection (Distance Selling) Regulations 2000 ("the Regulations") to withdraw without charge within 7 days of instructing us. However, if we do not start work straight away, then you have that right.

The Regulations also require us to inform you that most matters are likely to take more than 30 days.

## **28. Legal Aid**

We do not provide legal aid services and cannot apply for legal aid for you. It is your responsibility to tell us if you think you may qualify for legal aid; in that case we may decline to act for you.

## **29. Agreement**

This document (together with the client care letter that applies to you) sets out the terms upon which Bevan Kidwell accepts instructions from its clients. If you require any clarification, please contact any partner of Bevan Kidwell. Any other terms agreed (in writing) by a partner with you also form part of the contract between us.

**30. Acceptance of these terms**

Your continuing instructions will amount to acceptance of these terms and conditions of business.

**31. Law**

31.1 This document and the client care letter that relates to you shall be governed by and construed in accordance with the laws of England and Wales.

31.2 The Courts of the United Kingdom will have exclusive jurisdiction over any claim or matter arising under or in connection with this document, the client care letter that relates to you and the legal relationships thereby established. Nothing in this clause shall limit the right of Bevan Kidwell to take proceedings against you in any other court of competent jurisdiction, nor shall the taking of proceedings in any one or more jurisdictions preclude the taking of proceedings in any other jurisdictions, whether concurrently or not, to the extent permitted by the law of such other jurisdiction.

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Bevan Kidwell LLP

April 2011 Ver. 5