

**Important document please read and return a signed copy to us.**

**BRIGHT & SONS (SOLICITORS) LIMITED  
STANDARD TERMS OF BUSINESS**

Professional Rules require that clients should be informed of our Terms of Business. This statement replaces any earlier version of our Standard Terms and will be effective from the date of signature. This statement sets out the basis on which we will act for you in connection with this matter, and in all future work we undertake on your behalf (referred to in these Terms as 'our retainer' or 'the retainer'). The information contained in this document is important and, if you are uncertain as to any part, please contact us for an explanation. These Terms together with the accompanying letter constitute the entire agreement between us.

**1. INTRODUCTION**

We will provide you with legal services which will be carried out in a professional fashion, with reasonable skill and care. You should supply us with clear, timely and complete instructions. You should provide to us all relevant documents and background information both at the outset, and as the matter continues.

**2. PLACES AND HOURS OF BUSINESS**

Our offices are located at West House, West Square, Maldon, Essex CM9 6HA, at 87-91 Newland Street, Witham, Essex CM8 1AD, and at Lime House, 75 Church Road, Tiptree, Essex CO5 0HB. The offices are open between 9:00am and 5:30pm Monday to Thursday and 9:00am to 5:00pm Friday, although appointments may be made outside these hours in appropriate circumstances.

**3. RESPONSIBILITY FOR YOUR WORK**

3.1 The person primarily responsible for the conduct of your affairs will be as set out in the letter accompanying these Terms of Business. The letter will also state the name of the Director or Associate Director responsible for overseeing the work undertaken on your behalf. If appropriate, elements of your work may be delegated to other staff in the firm. Delegating work ensures that people with the right level of expertise and experience do the work as economically as possible.

3.2 We will try to avoid changing the person who is primarily responsible for your work but if this cannot be avoided please be assured that your work will continue to be handled by a competent lawyer. You will be informed promptly of the identity of the person taking on responsibility for your work.

**4. OUR FEES & EXPENSES**

**4.1 *Calculation of Fees***

Unless any of the circumstances listed in clauses 4.2 and 4.4 apply, our fees will be based on the time spent dealing with your affairs and will be calculated in accordance with clause 4.3. The time spent will include meetings with you and other people relevant to the matter; preparing and working on papers; researching the law; writing and receiving letters; travelling; drafting and checking documents; making and receiving telephone calls; writing and reading e-mails; and, where appropriate, appearing in Court.

**4.2 *Fixed Fee, Conditional Fee & Public Funding***

If we have agreed a fixed fee with you for the work you have asked us to do then the fee will be payable by you, as agreed, irrespective of the amount of time we spend. If we are acting under a conditional fee agreement (No win No fee) we will be entitled to a success fee at the rate specified in the conditional fee agreement signed by you in addition to our fee based on the time spent.

If we are acting for you under a legal aid certificate our hourly charging rate will be that set by the Legal Aid Agency and will be advised to you in the letter accompanying these Terms.

**4.3 *Charging Rates***

Unless we have agreed a fixed fee we charge for our services on the basis of time spent dealing with your matter. The current hourly charging rate is stated in the accompanying letter. This rate does not include VAT which will be added to the invoice at the rate set by the Government on the date the work is carried out. We record time in units of six minutes, and we charge one tenth of the hourly rate stated in the accompanying letter, for each six minute unit or part of a unit which we spend acting for you. Different hourly rates apply for Directors, Associate Directors, Senior Solicitors; Solicitors, Chartered Legal Executives, Licenced Conveyancers, and Trainee Solicitors/Paralegals. The accompanying letter advises you of the status of the person dealing with your work. Our hourly charging rate includes incidental expenses such as routine photocopying and postage but extra charges will be made for large amounts of copying or putting together bundles of documents, excess postage, courier services, and the cost of travelling on your behalf. Our hourly charging rate as advised in the accompanying letter may be varied by us from time to time (see clause 4.5 of these Terms).

**4.4 *Estimates***

Estimates of our fees are based on the information available to us at the time the estimate is given and, although given in good faith, will not be binding on us. Variations in instructions given, including requests for additional work or unexpected

developments (including inexperience or lack of co-operation on the part of other parties or their advisors) may increase costs.

#### **4.5 *Premium Rated Work***

Where work either has to be carried on outside our normal office hours (see clause 2) or, at your express request carried on outside such normal hours, we reserve the right to increase the level of the hourly rate. Occasionally our fees may include an additional amount reflecting value, importance, speed, complexity or special skills. In such circumstances, the letter accompanying these Terms will clearly state the basis upon which it is agreed we will charge for our services and the hourly charging rates applying.

#### **4.6 *Review of Charging Rates***

Our hourly charging rates are reviewed from time to time and any changes will take effect from the date notified to you. If you object to the revised rates we reserve the right to terminate the retainer unless reasonable revised rates are agreed.

#### **4.7 *Disbursements***

Depending on the type of transaction, we may also have to make payments on your behalf (referred to in these Terms as 'Disbursements'). We may, for example, have to pay Local Authority search fees, Land or Probate Registry fees and, in litigation matters, Court fees, Counsel's fees, Doctor's fees and similar payments. VAT is payable on certain Disbursements. When you instruct us to act on your behalf in the purchase and sale of land, or the mortgage or remortgage of land, we will always obtain Local Authority searches, Environmental searches and other standard searches unless you expressly instruct us otherwise. In respect of all other Disbursements, unless directed by a court or tribunal to incur the Disbursement, we will first obtain your approval to these Disbursements being incurred.

#### **4.8 *Fees for Abortive Work***

Our fees and Disbursements are payable whether or not the matter is successfully concluded (except for matters being dealt with under a Conditional Fee Agreement) or a transaction completed. In such case we will charge you for the work that has been done on the basis set out above. Our fees will not exceed the most recent fees estimate given to you.

#### **4.9 *Lien for our Fees***

If our fees and Disbursements are not paid, we have the right to hold on to original title documents and other securities which you have given to us for safe keeping, as security for payment of our outstanding fees and Disbursements. If the securities have value, by signing these terms, you authorise us to sell them and to apply the net proceeds of sale towards settling your liability to us.

### **5. PAYMENT OF OUR FEES AND EXPENSES**

#### **5.1 *Property Transactions***

An account will be sent to you following exchange of contracts and payment is required prior to completion. If we are required to exchange and complete on the same day, we will send you an invoice beforehand for our anticipated fees and we will require payment of that invoice before we exchange and complete. Where sufficient funds are payable to you upon completion amounts due to us will be deducted from these funds unless otherwise agreed.

#### **5.2 *Other Cases or Transactions***

It is normal practice to ask clients to pay monies on account of the fees and Disbursements which are anticipated in the following weeks or months. It is helpful if you arrange any payment on account promptly after we have asked for it to avoid any delay in moving forward with your matter. We reserve the right to stop acting if any requests for payments are not met. In transactions or cases likely to continue for more than a month, an on account bill for the work already carried out will normally be sent to you at least quarterly so that you are aware of the costs being incurred and to assist us in financing the work we are undertaking on your behalf. In the event that any account or request for payment on account is not met, we reserve the right to cease to act further in the transaction or case. The full amount of work done up to that date will be the subject of a final bill and will be a debt due from you. Payment of all bills sent to you is required within 28 days of the bill being sent out. If, during the course of a case or transaction, we receive damages or other payments on your behalf these funds will be applied towards payment of any outstanding bill, unless otherwise agreed.

#### **5.3 *Legal Aid Agency***

Where your work is funded by the Legal Aid Agency, our fees and Expenses will be paid by the Agency on your behalf. Should your Public Funding certificate at any time be withdrawn or discharged, we reserve the right to cease acting for you until such time as alternative funding arrangements are agreed by us.

#### **5.4 *Companies & LLP's***

Where we accept instructions from a Limited Company or Limited Liability Partnership, we may require personal guarantees from the directors or members of the company or partnership, for our fees and Expenses or, alternatively, the deposit with us of sufficient funds on account as described in clause 5.2 above.

## 5.5 *Interest*

We reserve the right to charge interest at 4% over Barclays Bank plc's base rate in cases where payment is not made within 28 days of a bill being sent to you. Interest will run from date of bill until payment is received.

## 5.6 *Standing Orders & Automatic Bills*

Should you like to arrange regular payments on account by way of a standing order, or should you wish to receive monthly invoices on account generated automatically by our billing system, please mention this to the person responsible for your work.

## 5.7 *Payment*

You may pay our bills by cheque, BACS payment, money transfer or credit or debit card (other than American Express). You may pay by credit or debit card over the telephone. We regret that we cannot accept payment of our bills by cash if the payment exceeds £1,000.00.

## 5.8 *Disputes & Queries*

If you have any query concerning a bill you must tell us within one month of the bill being delivered to you. If we are unable to resolve the query to your satisfaction we will inform you of further steps you may take. If no query or challenge of the bill is made within one month of its delivery to you the bill will be treated as approved and you agree not to dispute the bill or the sums claimed.

## 6. **INTEREST PAID TO YOU ON MONEY WE HOLD**

6.1 It may be necessary or helpful for you to deposit with us money on account of fees and disbursements, or to enable us to make payment to a third party on your behalf. All client monies received by the Firm are deposited in a UK bank account. Interest is calculated at the Firm's standard client rate from time to time on client monies of £1,000.00 or more held by the Firm for a client in respect of a given matter for the following relevant period or longer:

<u>Period since receipt of cleared funds</u>	<u>Total Client Balance</u>
One week plus	£ 50,000.00
Four weeks plus	£ 20,000.00
Eight weeks plus	£ 5,000.00
Twelve weeks plus	£ 1,000.00

6.2. No interest will be payable to a client if the amount of interest payable is calculated to be less than £50.00

6.3. Our standard client rate is the rate that a client could obtain from the bank at which we hold our main client account (Barclays Bank plc) for an Instant Access Deposit Account with that bank, for a deposit amount equal to the amount to be held in the Firm's Client Account. The rate may be less than you could earn elsewhere.

6.4. In appropriate circumstances, we will pay a higher rate of interest on a client balance if we believe we should do so, in order to achieve a fair outcome to the client in relation to payment of interest.

6.5. We may hold more monies for a client in a given UK bank account than is covered by the Financial Services Compensation Scheme guarantee on savings.

6.7. Our policy on interest may be amended or changed by us to reflect changes in bank interest rates or bank interest payment policies.

## 7. **LITIGATION**

### 7.1 *Legal Fees and Expenses Recovered*

In some litigation if you win the case you may be entitled to payment of your legal fees and Disbursements by another party in the case. It is however unusual for the system for payment of fees and Disbursements (known as 'assessment') to result in the other party having to pay the full amount of the fees and Disbursements incurred by you with us. You agree to pay us our fees and Disbursements even if these sums exceed the amount that ordered by the court, to be paid to you by the other party. If the paying party is covered by a Public Funding Certificate issued by the Legal Aid Agency it is unlikely that any fees and Disbursements they may be ordered to pay will be recovered from them. In the event that you are successful in litigation and costs are awarded against another party in the case, interest can be claimed on those costs against the paying party from the date when the Order for Costs is made. Whatever Order a Court may make as to payment of legal fees and Disbursements you agree to pay our fees and Disbursements as set out in these Standard Terms. Payment, if any, made by the paying party reimburses you what you have paid. If you ask us to enforce an Order for Costs you agree to pay us all our fees for such work and any Disbursements we incur on your behalf (including the cost of preparing a detailed bill for assessment purposes) in carrying out the work.

### 7.2 *Liability for another person's Charges and Expenses*

When you are involved in litigation, the Court may in some circumstances order you to pay the other party's legal fees and disbursements, for example if you lose the case or if you lose a particular application made during the course of the case. Any money you are ordered by the Court to pay will be in addition to our fees and Disbursements. This risk can

sometimes be insured against and we have discussed with you whether after the event insurance is available in your particular case.

## **8. QUALITY OF SERVICES**

If you have a complaint please first inform the person handling the matter. Alternatively if you prefer, or if that person is unable to resolve the issue, please make your complaint to our Client Care Officer Christopher Hayward who may be contacted on our main switchboard telephone number or via our web site or please write to him. We have a detailed written complaints procedure, which can be viewed on our web site or is available from our offices. Any of our staff will be pleased to provide you with a copy.

## **9. STORAGE OF PAPERS AND DOCUMENTS**

### **9.1 *Retention of Your File***

After completing your work we will keep your file of papers for a minimum period of 6 years (except for any original papers you may have provided to us, which will be returned to you on completion). After 6 years you consent, by signing these Terms of Business to our destroying your file without notice to you. If at any time during the period of 6 years following completion of the work, you would like your file of papers to be sent to you, please inform us in writing.

### **9.2 *Retention of Documents***

We are pleased to recommend to you the services of East Coast Archives Limited\* to store title deeds, Wills and other securities in its state of the art fireproof safes. A small annual charge of £18.00 (inc VAT) is made for the storage of a packet containing up to two Wills, two Lasting Powers of Attorney, and a Title Information Document. East Coast Archives Limited will be pleased to provide you with an estimate for the storage of bulkier documents. We regret that we do not have facilities for storing jewellery, pictures, computer disks, or other valuables.

## **10. TERMINATION**

### **10.1 *Termination by You***

You may terminate your instructions to us at any time by writing to the person responsible for your affairs informing them that you are ending our involvement. We will be entitled to keep all your papers and documents whilst there is any money owing to us for our charges and Disbursements.

### **10.2 *Termination by Us***

In some circumstances we may consider it appropriate to stop acting for you. For example we will stop acting if we do not have clear instructions on how we are to proceed, or if we are of the opinion that you have lost confidence in how we are carrying on your work. Wherever possible, we will provide you with an explanation of our decision but we are not obliged to do so.

### **10.3 *Consequences of Termination***

If we are acting for you on a fixed fee basis and you terminate your instructions, you will be liable to pay us the agreed fixed fee and any Expenses incurred. In all other cases (including those cases where we are acting on a fixed fee or conditional fee basis, and we decide that we will no longer act for you) we will send you a bill in respect of our fees and Expenses incurred up to the point we stop acting for you. Fees will be calculated on our hourly charging rates as set out in these Terms or as otherwise agreed with you.

## **11. DATA PROTECTION**

### **11.1 *Processing by Third Parties***

Your affairs are dealt with in the strictest confidence. However, some files may occasionally be made available on a confidential basis to an external quality assessor. We can withhold any particular file from random selection for such inspection, upon request.

Data may be processed on our behalf by third party contractors and may be analysed on an anonymous basis by external data processors for our own management purposes. Data will not be exported outside the European Union.

Sometimes we ask other companies or people to do typing on our files to ensure this is done promptly. We will always seek a confidentiality agreement with these outsourced providers. If you do not want your file to be outsourced, please tell us as soon as possible.

### **11.2 *Privacy Policy***

Details of our firm's privacy policy can be found on our website; at <http://www.brights.eu.com/site/legal-notice/privacy>

We will only collect information from you which is relevant to the matter that we are dealing with; in particular, we may collect personal details, information about family, lifestyle and social circumstances, business activities and any other personal information that might relate to your matter and your instructions.

We will only process your data to carry out the work which you have asked us to undertake, to comply with statutory responsibilities (such as anti-money laundering) and with your consent.

We will use your information to provide legal advice and services and also for accounting purposes (including processing your bank/credit card details to obtain payment), for the prevention and detection of fraud, credit reference checks (where appropriate).

We may also like to contact you about other legal services that Bright & Sons Solicitors offer, and to invite you to marketing events with your specific consent.

As explained in clause 9.1 we will keep your information for a minimum of six years and then arrange for it to be confidentially destroyed.

If at any time you would like to know details of the particular information which we hold, please send an email to [info@brights.eu.com](mailto:info@brights.eu.com) or a letter to the Risk & Compliance Manager, Bright & Sons Solicitors, West Square, Maldon, CM9 6HA. We will usually process your request free of charge and within 30 days but reserve the right to charge an administration fee and to extend the period of time by a further two months if the request is unfounded or excessive. If you are dissatisfied with our response you may complain to the Information Commissioner's Office, details of which are available at <https://ico.org.uk/>.

At the end of these terms we will ask you to specifically consent to our holding and using your data on the basis set out above.

## **12. ANTI MONEY LAUNDERING/COUNTERING TERRORIST FINANCING**

### **12.1 Confidentiality**

We are under a professional and legal obligation to keep your affairs confidential. This obligation is subject to statutory exceptions designed to combat money laundering and prevent the financing of terrorist activities. In brief money laundering arises if a person acquires, retains, transfers, uses or controls the proceeds of a crime or the benefit of a criminal activity.

To fulfil our legal and professional obligations we are obliged to check the identity of new clients and to check the sanctions status of existing clients when accepting new instructions. We are required to continually monitor the activities we undertake on behalf of clients. These requirements necessitate us verifying initially the identity and good standing of clients, and potential clients. We are also required to verify the identity of shareholders owning more than 25% of a corporate client's shares, the beneficiaries of trust funds, and the identity of partners in a general partnership and of members in a limited liability partnership. We may require evidence of source of funds, at the outset of, and from time to time throughout, our relationship with clients. We undertake verification of data provided to us using external sources (see clause 11.2 above). To assist with the cost of identifying clients and verifying data, we make a small one off charge of £4.00 plus VAT (£4.80) for each person or entity that we verify; this charge will be added to your first bill.

In some circumstances we may decline to, or may not be permitted to, act until all verification procedures have been completed. In other circumstances we may agree to commence acting whilst these procedures are carried out. We reserve the right to decline to act or, if appropriate, cease to act should these procedures not be completed to our satisfaction. In the circumstance of termination the provisions of clause 10 (Termination) will apply.

As we are a regulated body we may be requested by Counsel or other professionals that either you or we instruct to verify your identity. In such a case they may request us to provide them with copies of the identification evidence we have obtained from you, or from other sources. We will comply with any such request unless you specifically advise us not to.

Solicitors are under a legal duty in certain circumstances to disclose information to UK Law Enforcement Agencies. If we suspect that a transaction may involve money laundering we will make our suspicion known to the relevant agency. Please note that we will be unable to inform you that a disclosure has been made or the reasons for it, because the law prohibits 'tipping-off'. Should we form a suspicion of money laundering we will stop acting for you unless we receive confirmation from a relevant law enforcement agency that we may continue to do so, and are satisfied that in acting for you we are not handling the proceeds of any crime. Should we decide that we can no longer act for you, the provisions of clause 10 (Termination) will apply.

### **12.2 Cash Payments**

We can only accept cash payments up to a limit of £1,000.00.

### **12.3 Identification**

In order to comply with the law on money laundering, we need to obtain evidence of your identity as soon as practicable. We should be grateful, therefore, if you would provide us with documents to verify your identity. Please provide one document from the list below:

- current passport;
- current driver's licence;
- current identity card;
- current work security card (with photograph).

Additional or alternative verification evidence may be requested from time to time.

#### **12.4 *Third Party Instructions***

If you are instructing us on your own behalf and on behalf of others, all those persons will be our clients and will need to sign these Terms and satisfy us as to their identities.

#### **12.5 *Limited Companies & LLP's***

If you are instructing us on behalf of a limited liability company or limited liability partnership, we may ask to see documentary evidence of your authority to instruct us. We will need to confirm the incorporation of the company or LLP. We will need to identify the individuals owning the company or LLP and to fully identify any individuals owning 25% or more of the company or LLP or of a corporate member of the company or LLP. We will require these Terms to be signed by a director or Member as appropriate.

#### **12.6 *Partnerships Clubs & Associations***

If you instruct us on behalf of a Partnership Club or Association we may ask to see a copy of its constitution, and documentary evidence of your authority to instruct us. We will require a copy of these Terms to be signed by a partner or the chairman or secretary of the Club or Association.

### **13. CLEARED FUNDS**

Before we are permitted to make a payment on your behalf to a third party, we are required to hold cleared funds. This means that if you are making payment to us by cheque we need to receive the cheque from you at least 5 business days before we need to make the payment. Cleared funds can otherwise be provided to us by means of a bankers draft, or by money transfer. We regret we can only accept payment of our own fees and Disbursements, by means of a credit or debit card. Credit and debit cards cannot be used to provide us with funds to pay to other people.

### **14. LIMITATION OF LIABILITY & PROFESSIONAL INDEMNITY**

#### **14.1 *Limitation of Liability***

We will not be liable for loss (whether direct or indirect or consequential, and even if we are advised of the possibility of such loss) suffered by you or any other party and whether arising under contract, tort (including negligence) or otherwise, in excess of an aggregate of £10,000,000 in relation to any matter in which we are instructed by you to act.

#### **14.2 *Reduction of Liability***

The amount of any liability for loss is to be reduced to take account of the degree of responsibility of any other advisor whom you have consulted in relation to the matter in which we are instructed as if we had successfully claimed a contribution from them under the Civil Liability (Contribution) Act 1978 and they have the funds to meet the same; however we shall not be obliged to make or pursue any such claim for contribution.

#### **14.3 *Death & Personal Injury***

We do not exclude or limit liability for:

- 14.3.1 Death or personal injury resulting from an act of negligence by us;
- 14.3.2 In the unlikely event that we supply any goods in connection with the provision of legal services to you, damage caused by a defect in the goods within the meaning of the Consumer Protection Act 1987;
- 14.3.3 Damage caused by fraud including fraudulent misrepresentation.

#### **14.4 *Agreement to Limitation of Loss***

In signing and accepting these Terms you acknowledge and declare to us your acceptance of the reasonableness of the exclusions and limitations set out in this clause and agree not to challenge them in any proceedings.

### **15. JOINT INSTRUCTIONS & INSTRUCTIONS ON BEHALF OF A PARTNERSHIP, CLUB OR ASSOCIATION**

#### **15.1 *Binding Nature of Instructions***

In the case of instructions to act for more than one person, instructions given by you will be treated as given on behalf of all the persons instructing us. Your authority will be treated as continuing unless we are expressly told otherwise by the persons you represent.

#### **15.2 *Copying of Correspondence***

When acting for more than one person we will only enter into correspondence with you unless requested otherwise. If we are requested to copy correspondence to others we will charge for each copy sent, at one half of the hourly rate charged for the original letter.

#### **15.3 *Partnerships, Clubs & Associations***

When acting for a partnership, club or association your authority to instruct us will be treated as continuing, unless we are expressly told otherwise by the partnership, club or association.

## 15.4 *Joint and Several Liability*

In circumstances where we are acting for more than one person, all persons on whose behalf we are acting (whether or not we directly take instructions from them) will be liable both jointly and severally for payment of our fees and reimbursement of all Expenses paid by us.

## 16. **E-MAIL AND ELECTRONIC COMMUNICATION**

We do not encrypt e-mail traffic and the internet is not a secure medium for the transfer of confidential data. E-mail can however speed up and reduce the cost of transactions and, unless you instruct us not to do so, we will use e-mail and text messaging where appropriate to contact you or anyone involved in your transaction or case. By signing this statement and accepting these Terms you authorise us to use e-mail until you instruct us otherwise.

## 17. **FINANCIAL SERVICES**

### 17.1 *Incidental Investment Business*

Sometimes conveyancing/family/probate/company work involves investments. We are not authorised by the Financial Conduct Authority, and so may refer you to someone who is authorised to provide any necessary 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 you, as we are regulated by the Solicitors Regulation Authority ([www.sra.org.uk](http://www.sra.org.uk)). If you have any problem with the service we have provided for you then please let us know. We will try to resolve any problem quickly and operate an internal complaints handling system to help us to resolve the problem between ourselves. (Please see clause 8). If for any reason we are unable to resolve the problem between us, then the Solicitors Regulation Authority and the Legal Ombudsman ([www.legalombudsman.org.uk](http://www.legalombudsman.org.uk) or 0300 555 0333) provide complaints and redress mechanisms.

The Law Society is a designated professional body for the purposes of the Financial Services Markets Act 2000 but responsibility for regulation and complaints handling has been separated from the Law Society's functions. The Solicitors Regulation Authority is the independent regulatory body and the Legal Ombudsman is the independent complaints handling body set up by the Legal Services Board.

### 17.2 *Insurance Mediation*

We are 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 mediation activity, which is broadly the advising on, selling and administration of insurance policies. This part of our business including arrangements for complaints or remedy if something goes wrong is regulated by the Solicitors Regulation Authority. The register can be accessed via the Financial Conduct Authority web site at [www.fca.org.uk](http://www.fca.org.uk).

The Law Society is a designated professional body for the purposes of the Financial Services Markets Act 2000 but responsibility for regulation and complaints handling has been separated from the Law Society's functions. The Solicitors Regulation Authority is the independent regulatory body and the Legal Ombudsman is the independent complaints handling body set up by the Legal Services Board.

## 18. **GENERAL**

### 18.1 *Change of Address*

You will give us notice of any change of your address or telephone number as soon as practicable and, in any event, within 48 hours of such change.

### 18.2 *Force Majeure*

We will be released from our obligation to carry out your instructions in the event of a national emergency, war, an act of terrorism, or any other cause beyond our reasonable control rendering performance of our professional services impossible. In such circumstances all monies due from you to us, and from us to you, will be paid immediately and our retainer will end.

### 18.3 *Governing Law*

18.3.1 The terms of our retainer are governed by English Law in every aspect, including formation and interpretation, and it is agreed that the contract between us will be treated as made in England irrespective of your place of residence.

18.3.2 You agree, in the event of dispute, whether such dispute may arise in contract or in tort, to submit to the exclusive jurisdiction of the Courts of England and Wales, and, in particular, in the event of the sum in dispute not exceeding £50,000, to submit to the exclusive jurisdiction of Chelmsford County Court, to which Court proceedings issued elsewhere shall be transferred

### 18.4 *Third Party Rights*

We and you agree and declare that the provisions of the Contracts (Rights of Third Parties) Act 1999 shall not apply to our retainer and that none of these Terms shall confer or be construed as conferring any rights on any third party.

### 18.5 *Waiver*

The failure by us to enforce at any time or for any period any one or more of these terms of our retainer shall not be a waiver of them or of the right at any time subsequently to enforce all the terms of our retainer.

**18.6 Severance**

If any provision of these Terms shall be prohibited by Law or adjudged by a Court to be unlawful, void, or unenforceable, such provision shall to the extent required be severed from these Terms, and rendered ineffective as far as possible without modifying the remaining provisions of these Terms and, shall not in any way affect any other circumstances of or the validity or enforcement of these Terms.

**18.7 Survivability**

The termination by us or by you of your instructions shall not cause these Terms of Business to be revoked but these Terms shall survive termination of any particular retainer and will continue to govern all future work undertaken by us on your behalf, until such time as we advise you of their replacement by a subsequent version.

**I have read, and understand and accept the Terms of Business set out above.  
I agree to the limitation of liability for loss.  
I agree to the use of e-mail and text messaging as a means of communication.**

Signature .....

Full Name .....

Date of Signature .....

*Second Signatory*

Signature .....

Full Name .....

(Position in Organisation) .....

Date of Signature .....

**NB A second signatory is mandatory when acting for a company, partnership or LLP if the first signatory is not a director, partner or designated member as the case may be.**

**Data Privacy Consent**

I have read, understand and consent to you holding any personal data on the terms set out in clause 11.2 of the Terms and in ticking the following box specifically consent to receiving information from you about other legal services that you offer and to invite me to marketing events.

Please tick here if you consent to us sending you details of other services which we offer and are happy to receive invites to marketing events.

Signature .....

Full Name .....

Date of Signature .....

*Second Signatory*

Signature .....

Full Name .....

Date of Signature .....

\* East Coast Archives Limited is owned in part by a Director of Bright & Sons (Solicitors) Limited but is not regulated by the Solicitors Regulation Authority.

**Staff Use:**  
**On return, scan the signature page on to Tikit and attach to Client Profile.  
Retain entire paper original on the lever arch file for the relevant year.**