



Terms of Business

Our Aim

We aim to offer our clients quality legal advice with a personal service. As a start, we hope it is helpful to you to set out in this statement the basis on which we will provide our professional services.

Our Hours of Business

- The normal hours of opening at our offices are between 9.00 am and 5.00 pm on weekdays. Messages can be left on the answer phone and individual direct dial voicemail outside those hours and appointments can be arranged at other times when this is essential. We can be contacted by email.

Accessibility, Equality and Diversity

- If you have special requirements, please contact us and we will try to accommodate them. We may be able to arrange home visits for those who are unable to access our offices through mobility problems. Bee Legal is committed to promoting equality and diversity in all our dealings with clients, third parties and employees. If you would like a copy of our equality and diversity policy, please contact us on 0161 814 8834.

People Responsible for Your Work

- We will try to avoid changing the people who handle your work but if this cannot be avoided, we will tell you promptly of any change and why it may be necessary.

Our Service Standards & Responsibilities

- We will update you (by telephone or in writing) with progress on your matter regularly.
- We will communicate with you in plain language.
- We will explain to you (by telephone or in writing) the legal work required as your matter progresses.
- We will update you on the cost of your matter at least every 6 months.
- We will 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.
- We will update you on the likely timescales for each stage of this matter and any important changes in those estimates.
- We will continue to review whether there are any alternative methods of funding your matter.

Your Responsibilities

It is your responsibility:

- To provide us with full, clear, timely and accurate instructions to enable us to progress the matter;
- To provide all documentation required to progress your claim in a timely manner;
- To safeguard, assemble and pass on any documents which may be required for discovery or disclosure to the court or other side;
- Not to ask us to work in an improper or unreasonable way;

- Not to deliberately mislead us;
- To attend required medical, expert or court appointments;
- To pay all monies requested on account promptly;
- To cooperate with us;
- To treat all members of our staff with respect and in accordance with our equity and diversity policy;
- To understand that a sudden or illogical change of instructions may increase costs, affect third parties, or trigger a money laundering reporting obligation (see Identity, Disclosure and Confidentiality below).

Charges and Expenses

- Our charges will be calculated mainly by reference to the time actually spent by the solicitors and other staff in respect of any work which they do on your behalf. This may include meetings with you and perhaps others; reading, preparing and working on papers; making and receiving telephone calls, e-mails, faxes and text messages; preparation of any detailed costs estimates, schedules and bills; attending at court; and time necessarily spent travelling away from the office. From time to time we may arrange for some of this work to be carried out by persons not directly employed by us; such work will be charged to you at the hourly rate which would be charged if we had done the work ourselves.
- Routine letters, e-mails and texts that we send and routine telephone calls that we make and receive are charged at one-tenth of the hourly rate. Routine letters, e-mails and texts received are charged at one-twentieth of the hourly rate. Other letters, e-mails and calls are charged on a time spent basis.
- Our hourly rates have to be reviewed periodically to reflect increases in overhead costs and inflation. Normally the rates are reviewed with effect from 1 January each year. If a review is carried out before this matter has been concluded, we will inform you of any variation in the rate before it takes effect.
- In addition to the time spent, we may take into account a number of factors including any need to carry out work outside our normal office hours, the complexity of the issues, the speed at which action has to be taken and any particular specialist expertise which the case may demand. An increase in the rates may be applied to reflect such factors. It is not always possible to indicate how these aspects may arise but on present information we would expect them to be sufficiently taken into account in the rates which we have quoted. Where we consider that an increase in the rates is appropriate we will explain this to you.
- Solicitors have to pay out various other expenses on behalf of clients such as court fees, experts' fees, and so on. We have no obligation to make such payments unless you have provided us with the funds for that purpose. This may be from insurance or other funding arrangements. VAT is payable on certain expenses. We refer to such payments generally as 'disbursements'.
- If, for any reason, this matter does not proceed to completion, we will be entitled to charge you for work done and expenses incurred.
- Any fixed fees quoted do not include excessive telephone calls or attendances of a non-legal nature or discussions of anything unrelated to the matter.

Payment Arrangements

(i) Conditional Fee Arrangements

- If you have entered into a Conditional fee Arrangement (CFA) (commonly known as a 'No Win No Fee Agreement') then the rest of this section does not apply to you and we refer you to the CFA document itself and the accompanying guidance notes headed 'What you need to know about a CFA'.

(ii) Private Clients

- We may ask clients to pay interim bills and/or sums of money from time to time on account of the charges and expenses which are expected in the following weeks or months. We find that this helps clients in budgeting for costs as well as keeping them informed of the legal expenses which are being incurred. If such requests are not met with prompt payment, delay in the progress of a case may result. In the unlikely event of any bill or request for payment not being met, this firm must reserve the right to stop acting for you further.

- Payment is due to us immediately as services have been carried out over a period of time. Interest will be charged from the date of the invoice on a daily basis at 4% over Base Rate where the invoice remains unpaid after 30 days. It is within our discretion to waive this interest penalty if we deem it appropriate to do so.
- Cases where a settlement or lump sum due to you is received. If sufficient funds are available on receipt, and we have sent you a bill, we will deduct our charges and expenses from the funds received.
- The common law entitles us to retain any money, papers or other property belonging to you which properly come into our possession pending payment of our costs, whether or not the property is acquired in connection with the matter for which the costs were incurred. This is known as a 'general lien'. We are not entitled to sell property held under a lien but we are entitled to hold property, other than money, even if the value of it greatly exceeds the amount due to us in respect of costs.
- If we are conducting litigation for you, we have additional rights in any property recovered or preserved for you whether it is in our possession or not and in respect of all costs incurred, whether billed or unbilled. We also have a right to ask the court to make a charging order in our favour for any assessed costs.
- Most departments do not accept cash payments. In any event, we do not accept payments to us in cash in excess of £500. If you try to avoid this policy by depositing cash straight to our account, we may charge you for any additional checks we decide are necessary to prove the source of the funds. We can accept payment by credit or debit card.
- 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.
- If you have a complaint about our bill you may have a right to object to it by making a complaint to The Legal Ombudsman and/or by applying to the Court for an assessment of the bill under Part III of the Solicitors Act 1974. The Legal Ombudsman may not consider a complaint about a bill if you have already applied to the Court for assessment of the bill.

Other Parties' Charges and Expenses/Third Party Fees

- In some cases and transactions a client may be entitled to payment of costs by some other person. It is important that you understand that in such circumstances, the other person may not be required to pay all the charges and expenses which you incur with us. You have to pay our charges and expenses in the first place and any amounts which can be recovered will be a contribution towards them.
- If you are successful and a court orders another party to pay some or all of your charges and expenses, interest can be claimed on them from the other party from the date of the court order. We will account to you for such interest to the extent that you have paid our charges or expenses on account, but we are entitled to the rest of that interest.
- You will also be responsible for paying our charges and expenses of seeking to recover any costs that the court orders the other party to pay to you.
- A client who is unsuccessful in a court case may be ordered to pay the other party's legal charges and expenses. That money would be payable in addition to our charges and expenses. Arrangements can be made to take out insurance to cover liability for such legal expenses. Please discuss this with us if you are interested in this possibility.
- If a third party has agreed to pay your fees for you, while we will ask the third party for payment on your behalf, should payment be delayed or not made, you remain personally liable to pay our fees. Our invoice can only be addressed to you and we cannot address our invoice to a third party (whether or not connected to you) or issue an invoice in a form which could be mistaken for a VAT invoice addressed to the third party.

Client Money and Interest Payments

- Any money received on your behalf will be held in our Client Account HSBC. It is unlikely that we will be held liable for losses resulting from a bank failure. Should the bank collapse, our liability to you will be limited to the amount that can be recovered under the Financial Services Compensation Scheme (FSCS). By signing this letter and agreeing to our terms and Conditions you are giving your consent to the disclosure to the FSCS of your details in order to pursue a claim.

- The £80,000 FSCS limit applies to the individual client, so if you hold other personal monies in the same bank as our client account, the limit remains £80,000 in total.
- Some deposit taking institutions have several brands, i.e. where the same institution is trading under different names. It is your responsibility to check either with your bank, the FSA or a financial adviser for more information.
- 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 HSBC's Designated Client Accounts. The period for which interest will be paid will normally run from the date on which funds are received by us until the date of issue of any cheque from our Client Account.

Storage of Papers and Documents

- After completing the work, we are entitled to keep all your papers and documents while there is money owing to us for our charges and expenses. We will keep our file of papers for you in storage for no more than 6 years (or until a child subject is 18 years old (family matters) or 24 years old (personal injury matters)), unless alternative arrangements are specifically made with you. Storage is on the clear understanding that we have the right to destroy it after 6 years or to make a charge for storage if we ask you to collect your papers and you fail to do so. We will not destroy any documents such as wills, deeds and other securities, which you ask us to hold in safe custody. No charge will be made to you for such storage unless prior notice in writing is given to you of a charge to be made from a future date which may be specified in that notice.
- If we retrieve papers or documents from storage in relation to continuing or new instructions, we will not normally charge for such retrieval. However, we may make a charge based on time spent for producing stored papers or documents to you or another at your request. We may also charge for reading, correspondence or other work necessary to comply with the instructions given by you or on your behalf.

Financial Services and Insurance Contracts

- We are not authorised by the Financial Services Authority. However, we are included on 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.
- 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 Ombudsman is the independent complaints handling body of the Office for Legal Complaints.

Termination

- You may end your instructions to us in writing at any time, but we can keep all your papers and documents while there is still money owing to us for our fees and expenses. If at any stage you do not wish us to continue doing work and/or incurring charges and expenses on your behalf, you must tell us this clearly in writing. If you or we decide that we should stop acting for you, you will pay our charges up until that point.
- We can decide to stop acting for you but only for good reason and on reasonable notice. Examples of good reasons include where there is a breakdown in confidence between us; if you do not pay an interim bill or request for payment on account; if you do not meet one of your responsibilities (see 'Your Responsibilities' above); where we judge that your refusal to accept our advice on the merits of your case runs the risk of exposing you or another interested party to costs which outweigh the potential outcome. We must give you reasonable notice in writing.
- Where we have not met with you, under the Consumer Protection (Distance Selling) Regulations 2000, for some non-business instructions, you may have the right to withdraw, without charge, within fourteen working days of the date on which you asked us to act for you. However, if we start work

with your consent within that period, you lose that right to withdraw. Your acceptance of these terms and conditions of business will amount to such consent. If you seek to withdraw instructions, you should give notice by telephone, e-mail or letter to the person named in the accompanying letter as being responsible for your work. The Regulations require us to inform you that the work involved is likely to take more than 30 days.

Tax Advice

- Any work that we do for you may involve tax implications or necessitate the consideration of tax planning strategies. We may not be qualified to advise you on the tax implications of a transaction that you instruct us to carry out, or the likelihood of them arising. If you have any concerns in this respect, please raise them with us immediately. If we can undertake the research necessary to resolve the issue, we will do so and advise you accordingly. If we cannot, we may be able to identify a source of assistance for you.

Identity, Disclosure and Confidentiality Requirements

- The law requires solicitors to get satisfactory evidence of the identity of their clients and sometimes people related to them. This is because solicitors who deal with money and property on behalf of their client can be used by criminals to launder money.
- To comply with the law, we need to get evidence of your identity as soon as possible. Our preferred practice is to see you with your original passport and a proof of address. However, separate guidance is available where this is not possible.
- We are entitled to refuse to act for you if you fail to supply appropriate proof of identity for yourself or for any principal whom you may represent. We may arrange to carry out an electronic verification of your identity if we consider that a saving of time and cost will be achieved by doing so. The cost of any such search will be charged to you. If the amount is in excess of £10 including VAT, we will seek your prior agreement.
- Solicitors are professionally and legally obliged to keep the affairs of the client confidential. However, solicitors may be required by statute to make a disclosure to the Serious and Organised Crime Agency where they know or suspect that a transaction may involve money laundering or terrorist financing. If we make a disclosure in relation to your matter, we may not be able to tell you that a disclosure has been made. We may have to stop working on your matter for a period of time and may not be able to tell you why.
- Our firm may be subject to audit or quality checks by external firms or organisations. We may also outsource work. This might be for example typing, photocopying, costing, or research and preparation to assist with your matter. Information from your file may therefore be made available in such circumstances. We will always aim to obtain a confidentiality agreement with the third party. If you do not want your file to be audited or outsourced, please tell us as soon as possible.
- In order to comply with court and tribunal rules, all documentation relevant to any issues in litigation, however potentially damaging to your case, have to be preserved and may be required to be made available to the other side. This aspect of proceedings is known as 'disclosure'. Subject to this, we will not reveal confidential information about your case except as provided by these terms of business and where, for example, your opponent is ordered to pay your costs, we have to meet obligations to reveal details of the case to them and to the court.

Communication Between Us

- We aim to communicate with you by such method as you may request. We may need to virus check discs or email. Unless you withdraw consent, we will communicate with others when appropriate by e-mail or fax but we cannot be responsible for the security of correspondence and documents sent by e-mail or fax.
- The Data Protection Act requires us to advise you that your particulars are held on our database. We use the information that you provide primarily for the provision of legal services to you and for related purposes including updating and enhancing client records; analysis to help us manage our practice; statutory returns; legal and regulatory compliance.

- Our use of that information is subject to your instructions, the Data Protection Act 1998 and our duty of confidentiality. Please note that our work for you may require us to give information to third parties such as expert witnesses and other professional advisers. You have a right of access under data protection legislation to the personal data that we hold about you.
- We may from time to time send you information which we think might be of interest to you. If you do not wish to receive that information please write to us.

Limiting Liability

- Our liability to you for a breach of your instructions shall be limited to £2,000,000. 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.
- We can only limit our liability to the extent that the law allows. In particular, we cannot limit our liability for death or personal injury caused by our negligence.
- If you accept or have accepted any express exclusion and/or limitation of liability from any of your other professional advisors, our total liability to you arising out of the provision of our services will not exceed the net aggregate of the amount for which we would otherwise have been liable after deducting any amount which we would have been entitled to recover from such advisor as a matter of law whether pursuant to statute or otherwise, but are prevented from doing so as a result of any such exclusion and/or limitation of liability.
- Please ask if you would like us to explain any of the terms used above.

Legal Aid

Civil Legal Aid has been abolished by the Legal Aid, Sentencing and Punishment of Offenders Act 2012 except in very limited circumstances. If you require further advice about legal aid, please contact our offices. Please note we do not offer cases funded on a legal aid basis.

Authority to pay damages to us

We will take any charges payable by you from your damages so by instructing us you expressly authorise the other side and/or their insurers to pay your damages to us. We will then send the balance to you within 7 days of receipt of the damages. By agreeing these terms and conditions you authorise us to have the damages paid to this firm and you authorise us to deduct all costs and disbursements due to us.

Costs Orders

It has been discussed with you the situation where you may be responsible for another party's legal costs if your claim is unsuccessful or if you withdraw from the case. You will also be responsible for the other side's legal costs if you fail to accept any offer of compensation that the other side make and continue to trial and are then awarded a sum that is equal to or lower than the offer from the other side. These costs of another party may be covered by an existing insurance arrangement that you have or you may be able to purchase insurance to cover this potential liability. We can help you with this.

Limitation period

Any proceedings for personal injury must be issued at court within three (3) years of the date of the accident.

Complaints

Please read about our Complaints Process [here](#).

Compliance Officer for Legal Practice

If you have any concerns about the way your case is handled or any matters concerning the firm or any suggestions on how we can improve our service to you please contact our Compliance Office for Legal Practice, Mark Gough, who is authorised by the Solicitors Regulation Authority.

Recommendations, referrals and Collective Marketing Agreements

We market this firm by recommendations from former clients and by referrals from former clients and others. Since 1st April 2013, law firms in the personal injury sector have been prohibited from paying a referral fee.

We are on a number of marketing companies Panels of personal injury solicitors. We pay a collective marketing fee for our place on the Panel and our services are marketed alongside the other specialist personal injury law firms. This is a Panel limited to the members and is not a whole of the market search for a Solicitor or a recommendation personal to you.

We do not pay on a case by case basis for introductions.

Termination

In the unlikely event we can no longer act for you we will advise you accordingly providing reasons for our decision if appropriate although due to the Money Laundering Regulations (2007) and Data Protection Act 1998 or due to client confidentiality reasons this is not always possible. Please note we would be entitled to keep your papers and documents while there is money owing to us for our costs and expenses.

Money Laundering and identity check

We are required to provide you with prescribed information in order to comply with the law on money laundering. Please find the attached fact sheet and return the relevant proof of identity to us as soon as possible.

Under the Proceeds of Crime Act 2002 and Money Laundering Regulation 2007 we must report any suspicions that we have regarding money laundering to the authorities. These regulations used to be restricted to the proceeds of drug trafficking and terrorist activity, but now relate to the proceeds of any crime whatsoever. There are severe penalties if we do not comply and it is highly unlikely that the need to make a report would ever apply to you, but you should be aware of our obligations.

If we make a report the Act stops us from carrying out any further work for you unless we obtain authority to do so. The Act also stops us from telling you that a report has been made or explaining to you why we have stopped work for you. These duties override our duty to you and as such you accept that we will not be liable for any loss you may suffer because of our actions in complying with these duties.

Data Protection

We use the information you provide primarily for the provision of legal services to you and for related purposes including:

- Pursuing and advising on your claim;
- Updating and enhancing client records;
- Analysis to help us manage our practice;
- Statutory returns; and
- Legal and regulatory compliance.

Our use of that information is subject to your instructions, the Data Protection Act 1998 and our duty of confidentiality. Please note that our work for you may require us to give information to third parties such as expert witnesses and other professional advisers. You have a right of access under data protection legislation to the personal data that we hold about you.

Outsourcing

Sometimes we ask other companies or people to do typing or photocopying or other work such as investigation, witness statement taking or medical reports 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.

As part of our quality control processes external firms or organisations may conduct audit or quality checks on our practice. These external firms or organisations are required to maintain confidentiality in relation to your files.

Contracts made away from this firm's office

If we met with you away from our firm's office, then The Consumer Protection (Cancellation of Contracts made in a consumer's home or place of work etc) Regulations 2008 apply to this matter. This means you have the right to cancel your instructions to us within fourteen working days of receiving this letter. You can cancel your instructions by contacting us by post or by email to this office.

If we have started work on your file, you may be charged if you cancel your instructions. If you would like us to commence work on your file within the next fourteen working days, please sign these terms and conditions and return it to this office by email or post.

Insurance mediation

We are not authorised by the Financial Conduct Authority or the Prudential Regulation Authority. However, we are included on the register maintained by the Financial Conduct Authority and Prudential Regulation Authority so that we may carry on insurance mediation activity, which is broadly the advising on, selling and administration in insurance contracts. This part of our business, including arrangements for complaints or redress if something goes wrong, is regulated by the Solicitor Regulation Authority. The register can be accessed via the Financial Conduct Authority website at www.fca.org.uk/firms/systems-reporting/register.

The Law Society of England and Wales is a designated professional body for the purposes of the Financial Services and Markets Act 2000. The Solicitors Regulation Authority is the independent regulatory arm of the Law Society. The Legal Ombudsman is an independent complaints-handling body. If you are unhappy with any insurance advice you receive from us, you should raise a complaint in accordance with the firm's complaints procedure.

Limiting liability

Our liability to you for professional negligence shall be limited to £3,000,000. 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.

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.

In certain circumstances and in certain cases we may wish to limit further our legal liability to you but if we need to do so I will discuss and write to you separately about this.

Provision of Services Regulations 2009

Under these Regulations we must provide you with details about our VAT and professional indemnity insurance and how you can access these. These details are available at the firm's offices and a copy may be made for your records if you attend our offices.

Regulatory Status

All services provided by us are as a firm of solicitors, authorised and regulated by the Solicitors Regulation Authority.

Terms and Conditions of Business

- Unless otherwise agreed, and subject to the application of then current hourly rates, these Terms and Conditions of Business shall apply to any future instructions given by you to this firm.
- Any dispute or legal issue arising from our terms of business will be determined by the law of England and Wales, and considered exclusively by the English and Welsh courts.
- Although your continuing instructions in this matter will amount to an acceptance of these Terms and Conditions of Business, it may not be possible for us to start work on your behalf until one copy of them has been signed and returned to us for us to keep on our file.