

## **BRIDGE EMPLOYMENT LAW LIMITED**

### **Our Terms of Engagement with you**

#### **Instructions**

Following receipt of your instructions we will write to you confirming:-

- your instructions
- the name(s) and status of the person or people who will deal with your work
- any further information or action that we require
- any advice already given
- the agreed initial action(s) we shall take
- our best assessment about the cost of your work
- the time frame the work is likely to take

During your instructions we will:-

- deal your matters promptly
- keep you informed on progress
- provide you with copies of any relevant documents
- keep you informed of timescales
- Keep you informed of costs

#### **Clear Communications**

To ensure clear communication takes place between us please:-

- give us clear and open instructions at all times
- let us know immediately if you have any queries
- let us know of any time limits that have a bearing on the work for you

#### **At the end of the matter**

Once we complete your work we shall retain your file of papers relevant to the matter on the understanding we do have your authority to destroy all papers and documents at the end of six years from delivery of our final invoice.

If you would like us to keep your file longer than that, please let us know at any time before your matter is completed and we will agree on an alternative arrangement with you.

#### **Confidentiality**

All information regarding your affairs will be kept strictly confidential unless you instruct us otherwise or we are required by law to disclose any information about you and your affairs.

#### **Limitation of our Liability**

**EXCEPT FOR LIABILITY FOR DEATH OR PERSONAL INJURY RESULTING FROM ANY NEGLIGENCE WE SHALL NOT BE LIABLE TO YOU UNDER ANY ONE CLAIM OR UNDER THE TOTAL OF ALL CLAIMS ARISING FROM ANY ACT OR DEFAULT OF OURS HOWSOEVER SUCH CLAIM OR CLAIMS ARISE (BE IT BY NEGLIGENCE OR OTHERWISE) FOR ANY LOSS OVER THE FIGURE OF THREE MILLION POUNDS (£3,000,000) BUT WE SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL OR**

INDIRECT LOSS OR ANY LOSS OF PROFITS OR OF CONTRACT (WHETHER ARISING BY OUR NEGLIGENCE OR OTHERWISE).

**Our Fees**

General details regarding fees are set out below, please also refer to the terms of our engagement letter in your case also for further details.

When you first instruct us we shall discuss fees and likely costs with you and explain how these will be calculated.

Any sum requested on account of fees billed is not indicative of our total fees to be billed which may be greater.

We do not accept any monies on account therefore fees must be paid promptly.

In some cases it will be possible to agree a fixed fee or fix fees for various stages of your case.

If we are unable to give a fixed fee we will be able in some cases to give a ‘capped’ fee.

Where we cannot give a fixed or capped fee we will give you an estimate.

Estimates are not fixed and can be exceeded and we shall update your and invoice you at regular intervals during your case unless we have agreed otherwise it is our policy to invoice you monthly, during each month of work on your case.

If it appears that an estimate is going to be exceeded we shall advise you as soon as this becomes apparent.

Please note it is not always possible to give an estimate as in certain types of work it is not known at the outset how the matter will develop and therefore what work will be involved.

In other cases work is charged on a time basis.

We will advise you of the rates of those dealing with your work, the are set out in your terms of engagement letter.

We periodically review our charging rates which may be increased.

We shall inform you of any changes to our rates.

We will keep you informed about costs at regular intervals.

**Other Fees and Expenses**

We do not hold or accept any monies into our account, consequently we require payment to third parties, for example Companies House fees, or Counsel’s fees or Employment Tribunal Fees. There is no exception to this.

**VAT**

VAT will be charged on all fees and, where appropriate, on expenses and payments to third parties. All information about fees and expenses is given on a VAT exclusive basis.

Our VAT number is 214585706.

**Invoices**

Unless specifically agreed otherwise in writing all of our invoices are payable within 7 days of delivery.

We charge interest on all sums remaining unpaid one calendar month after delivery of an invoice at the rate of eight per cent per annum.

We may, in our discretion, deliver interim invoices in respect of both fees (fixed or otherwise) and expenses as a matter progresses.

When we are instructed by more than one client to deal with any particular matter, each client will be jointly and severally responsible for full payment of our invoices.

We will not hold any monies on account of fees or disbursements, monies are due only after delivery of our invoice.

### **Commission**

We occasionally receive commission from third parties. Where this is less than £20.00 we are entitled to retain it. We shall account to you for any commission received of more than £20.00 unless we have your agreement to retain it.

### **Money Laundering**

Since the beginning of 2002 there has been extensive new law designed to prevent money laundering.

Under this law we have a duty to report any financial transactions which we regard as suspicious.

It is important that you are aware of this.

**If the matter you are instructing us on involves the movement of money or other property through this firm directly or through another party we have to be satisfied that the relevant transaction is legitimate.**

This is a legal requirement and it may be necessary for us to ask you a series of questions touching upon your own identity, place of residence and the source of any relevant funds.

We are sorry that we have to undertake this level of enquiry but we do not have a choice. We are obliged by law to follow certain procedures and we do hope you will understand this.

**The Proceeds of Crime Act 2002 (“The Act”) creates a number of offences relating to the proceeds of crime which you should be aware of when you instruct us. The proceeds of crime are any monies/property/assets which have arisen as a result of any crime. These include, for example, monies (however low in value), saved as a result of tax evasion or benefit fraud, whether that money has been saved or spent.**

**If we become aware or suspect the existence of the proceeds of crime in your case (whether from you or from any other person), we may have to report the irregularity to the Serious Organised Crime Agency (SOCA).**

**SOCA may withhold permission for us to continue with the case. SOCA can pass the information received to any relevant body such as HM Revenue and Customs and an investigation may take place at any time in the future.**

**It follows from the above that if you have any concerns about irregularities in your financial position you may wish to seek specialist accountancy or welfare benefits advice to correct those irregularities.**

**We strongly recommend that you do this before proceeding further. Please note that accountants are also required to comply with the provisions of the Act.**

**It is important that you are aware that we may have a legal duty under the Act to report known or suspicious circumstances without telling you.**

**This could have serious consequences for you. In rare situations you could find that you then become subject to a HM Revenue and Customs investigation or benefits investigation and/or criminal proceedings.**

The obligations which we have under this Act can, in certain instances, override the duty of solicitor/client confidentiality.

Circumstances may arise where we have to approach you to seek your permission to report certain matters to SOCA. For instance we may take the view that by proceeding further with your case (without permission from SOCA) we may be assisting in the commission of a money laundering offence. In the event that you refuse such permission we reserve the right to terminate your instructions and if we do so in these circumstances you will be liable for all our fees and expenses incurred up to the date of such termination.

**To assist us in our legal duty we have a policy that we will not accept from any client any cash.**

### **Terminating our Arrangements**

You may terminate your instructions to us at any time for any reason by giving us written notice.

We may stop acting for you by giving you reasonable written notice if we have good cause to do so.

Good cause includes a failure to receive adequate instructions, where there is a serious breakdown in confidence between you and us or where you have failed to pay any invoice.

Upon termination of our engagement, if the work has not been completed then we shall charge for the work done either based on the time spent by reference to our hourly charge rates, or by reference to a reasonable sum in view of our fee agreement, together with any expenses.

### **External Auditing of Your File**

From time to time people independent of our firm may wish to review the conduct of your file for the purposes of checking upon our compliance with various external standards of service.

We shall assume your authority to disclose your file of papers to such auditors subject to it being satisfied that any information which they note from those files will be kept confidential.

If you do not wish your file to be disclosed in such circumstances, please notify the us in writing.

### **Complaints and Suggestions**

Please do notify us immediately about any part of our service that you may find unsatisfactory or with any suggestions you may have about ways that we might improve our service.

If there is a problem about our service or about the firm's bill then, in the first instance, if appropriate, please raise the matter with Mr Lee. D. Stephens.

The Firm takes complaints very, very seriously and we have a written complaints procedure, a copy of which will be provided to you upon request.

We will try to resolve any problem as quickly as possible.

If, for any reason, we are unable to resolve the problem between us, then you have a right to complain to the Legal Ombudsman within one year of when you realised that there was a concern.

More information about making a complaint to the Legal Ombudsman is available from the web site [www.legalombudsman.org.uk](http://www.legalombudsman.org.uk) or by making contact by telephone on 0300 555 0333 , by e mail at [enquiries@legalombudsman.org.uk](mailto:enquiries@legalombudsman.org.uk) or by writing to Legal Ombudsman PO Box 15870 Birmingham B30 9EB.

### **Solicitors Code of Conduct**

Solicitors must comply with the Solicitors Code of Conduct.

If you wish to see a copy of this Code of Conduct then please go onto our website, click on 'useful links', click on the Solicitors Regulation Authority website address and follow the links for the Code of Conduct which is in the English language.

It is a substantial document so we are unable to provide you with a hard copy ourselves. The Solicitors Regulation Authority website address is [www.sra.org.uk](http://www.sra.org.uk).

### **Professional Indemnity Insurance**

We are required to carry professional indemnity insurance for a minimum level of cover of £3 million for any claim.

Our professional indemnity insurance covers us for any claim up to £3 million. Our qualifying insurer is Travelers through our broker JMGlendinning.

If you need to contact our insurers then the contact details are as follows, J.M. Glendinning Group Limited, Elmwood House, Ghyll Royd, Guiseley, Leeds, LS20 9L.

### **Changes**

We reserve the right to change our terms of engagement from time to time. Any variation will be notified to you in writing.

### **Jurisdiction and Law**

These terms and your contract with us shall be governed by English law and any dispute or claim arising from or in connection with our contract shall be submitted to the exclusive jurisdiction of the English Courts.

