

Terms and Conditions

Terms and Conditions

INTRODUCTION

SME *legal* is a trading name of Berman LLP (Bermans) and has been set up to assist businesses to access the legal services of Bermans in a more open and cost effective way.

This document sets out the Terms and Conditions of the SME *legal* service together with its costs.

Please read this document carefully. In so far as any item governing the terms of Bermans service through SME *legal* has not been covered in this document then Bermans standard terms of business as set out on its website www.bermans.co.uk shall otherwise prevail. Should any aspect of this document and Bermans terms of business be deemed inconsistent than again Bermans standard terms of business shall prevail.

ENGAGEMENT

Bermans accepts no liability whatsoever for any preliminary assessment or view expressed in initial telephone discussions under the SME *legal* scheme. Any view expressed through Bermans SME *legal* helpline will, however, be given in the utmost good faith based on the information supplied. Bermans can, however, only accept legal responsibility for advice or assistance given once its employees are in possession of all the pertaining facts and documentation relating to an individual case or matter and a formal matter specific engagement letter has been returned to Bermans duly signed.

TERMINATION AND SUSPENSION OF SERVICE

The agreement is for an initial 12 month period. Either you or Bermans may terminate this Agreement by giving 3 months notice in writing either to end on or any time after the initial 12 month term. If you are in default of a monthly payment or in material breach of Bermans' Terms and Conditions, Bermans reserves the right to suspend the SME *legal* service to you until payments are up to date or the breach has been satisfactorily rectified.

PAYMENT

The SME *legal* service subscription fee is payable by monthly Direct Debit. Direct Debits will be drawn on or after the 27th day of each calendar month.

Lancaster House
Mercury Court
Tithebarn Street
Liverpool
L2 2QP

Cardinal House
20 St Mary's Parsonage
Manchester
M3 2LY

ACCEPTANCE OF INSTRUCTIONS

Bermans at all times reserve the right for whatever reason having exercised its reasonable discretion to either refuse to act or cease acting in respect of any matter.

CHARGES

After the initial 6 month free trial period the subscription fee is £19.75 plus VAT per month. Bermans will review the charges under the SME *legal* service in accordance with the annual review of charges and hourly rate set out in Bermans standard terms of business.

CONFLICTS

Bermans will carry out a conflict check to confirm that the firm is not acting for any other party involved in a potential matter. If this is the case, Bermans will notify you and return the papers to you or refer the papers to an alternative firm of solicitors for processing, should you so wish.

COMPLAINTS PROCEDURE

If you have a complaint about any aspect of this Service, you should raise the issue with Nick Harvey Bermans' partner in charge of the SME *legal* service. If you remain dissatisfied then you should refer your complaint to Peter Sinnett Bermans' partner nominated for dealing with such matters. If your complaint is not resolved to your satisfaction, you may wish to address the matter to the Law Society which also provides a complaints redress scheme.

DATA PROTECTION AND CONFIDENTIALITY

All information you may pass to us will be held on a strictly confidential basis and not disclosed to other parties without your permission. Under the Data Protection Act 1998 you are permitted to ask for a copy of Information we may hold about you.

MONEY LAUNDERING

If you wish to utilise the Case evaluation (or dispute resolution service) it may be necessary for Bermans to carry out checks in order to comply with Money Laundering Legislation.

Bermans will provide you with information regarding the documentation that may be required at the appropriate time.

LAW AND JURISDICTION

This Agreement shall be governed by English Law and the parties submit to the jurisdiction of the English Courts.

Lancaster House
Mercury Court
Tithebarn Street
Liverpool
L2 2QP

Cardinal House
20 St Mary's Parsonage
Manchester
M3 2LY

Terms of Business

1. General

These terms of business are to be read in conjunction with the terms of the engagement letter attached. Both these terms and the engagement letter shall form the basis on which we will provide the professional services to you specified in the engagement letter. No variation shall be effective unless agreed in writing and signed by a Bermans Partner. These terms of business apply to any future instructions you give us and unless or until we notify you to the contrary.

2. Charges and Expenses

2.1

Unless they are fixed, our charges are based on the time we spend in dealing with a case. Time spent will include meetings; travel; considering and working on papers; correspondence; and making and receiving telephone calls. We maintain detailed records of the time spent.

2.2

Routine letters and telephone calls (incoming and out going) will be charged at six minute units each. Lengthier letters and calls will be charged on an actual time basis.

2.3

In addition to the time spent, we may take into account a number of factors which include the complexity of the issues, the speed at which action must be taken, the expertise or specialist knowledge which the case requires and, if appropriate, the value of the property or subject matter involved. On the basis of the information currently available, we expect these factors to be adequately covered by the hourly rates mentioned. Those rates may be higher if, for example, the matter becomes more complex than expected but in that event we will notify you.

2.4

Unless we have agreed a fixed fee or unless otherwise agreed with you, we charge an additional sum of 10% of our time charges to cover the cost of routine photocopying, postage, telephone calls, electronic mail and other incidental administration expenses, we must also reserve the right to make a further charge for large volumes of photocopying should that not be recoverable from any other party.

2.5

If urgent work has to be undertaken outside normal working hours, we reserve the right to make an additional charge or increase hourly rates. You will be notified in writing should we do so.

Lancaster House
Mercury Court
Tithebarn Street
Liverpool
L2 2QP

Cardinal House
20 St Mary's Parsonage
Manchester
M3 2LY

2.6

Where we quote a fixed or capped fee on any particular case this will not be varied without your agreement. Hourly rates and fixed fees in general will be capable of variation as provided in paragraph 2.8 below.

2.7

There may be certain other expenses, including payments we make on your behalf, such as Court fees, fees for Enquiry Agents and Barristers' or Solicitor Agent's fees, which you will have to pay. Expenses may include, where appropriate, reasonable travel and accommodation expenses and subsistence incurred by our people when working for you. VAT is payable on certain expenses and on our charges at the prevailing rate.

2.8

In November each year we will review our hourly rates and fixed costs (to take account of changes in overhead costs and Court costs) and will notify you in writing of any increased rate or costs to take effect from 1 January of the following year. If you have a query about the level of any revised rates notified to you, please contact us straight away.

2.9

If, for any reason, instructions are withdrawn, or a matter fails to proceed, we will charge you for work done and expenses incurred.

2.10

Unless otherwise agreed, we will advise you at regular intervals of the level of our costs and disbursements incurred to date or when it becomes apparent that any original estimate is likely to be exceeded.

2.11

It is important that you understand that you will be responsible for paying our bills. We will discuss with you whether your charges and expenses ("costs") might be paid by another person.

3. Bills and Payments

3.1

If we give you credit in respect of disbursements, we will be entitled to invoice you for reimbursement at any time. We may also require you to provide adequate funds to enable us to make payment of disbursements at any time, or on account of charges and disbursements to be incurred in the future. We will offset any such payments against your final bill but it is important that you understand that your total charges and disbursements may be greater than any advance payments.

3.2

Unless otherwise agreed, we will send you regular interim bills for our charges and expenses while the work is in progress. This enables you to budget as the matter progresses.

3.3

Payment is due in sterling on the day you receive our bill. We reserve the right to charge you interest on the bill at 3% above Royal Bank of Scotland Base Rate or 10% per annum whichever is greater from the date on which payment is due if you do not pay our bill on time. Interest will be charged on a daily basis. If payment is not made in sterling or because you do not pay on time we suffer exchange rate losses you must indemnify us for those losses.

3.4

Whenever we hold funds on your behalf in our client account (for example where funds are payable to you on conclusion of a matter, where you have made a payment on account of costs or where we have recovered costs for you from another party), we reserve the right to deduct amounts due to us in respect of that or any other matter from such funds unless otherwise agreed in writing.

3.5

Small amounts of interest (as set out in the Solicitors Accounts Rules) on payments in advance for fees and disbursements will not be credited against future bills or paid to you. Where we have rendered a final bill to you, but we are still retaining monies to be applied against future disbursements, we will not account to you for any interest on such monies.

3.6

If you have a query about your bill you should contact the lawyer who carried out the work for you straight away.

4. Storage of Documents

4.1

After completing the work, we are entitled to keep all your papers and documents while there is money owing to us for our costs. Otherwise we will return to you, at your request, any documents provided to us for the purposes of that matter and any other papers to which you are entitled. We will retain our working documents, draft documents and correspondence sent by us. These may be kept in electronic format only. We will keep our file of documents (except for any of your papers which you ask to be returned to you) for no more than 6 years. We keep the file on the understanding that we have the authority to destroy it 6 years after the date of the final bill we send you for the matter. We will not destroy documents you ask us to deposit in safe custody.

4.2

If we retrieve documents from storage in relation to continuing or new instructions to act in connection with your affairs, we charge for such retrieval. We may also charge for reading, correspondence or other work necessary to comply with the instructions given by you or on your behalf.

5. Termination

5.1

You may terminate your instructions to us in writing at any time.

5.2

We may, at our discretion, decide to stop acting for you. In that event, we must give you reasonable notice.

5.3

If you or we decide that we will no longer act for you, you will pay our costs as set out earlier and we will be entitled to keep all your papers and documents while there is money owing to us for our costs.

6. Third Parties

6.1

If we need to engage another professional on your behalf (such as a foreign lawyer or an accountant to provide expert evidence etc.) whether in the UK or abroad we will do so as your agent. We cannot be responsible for any act or omission of such a professional unless we have otherwise agreed in writing.

7. Confidentiality

7.1

Information passed to us is kept confidential and will not be disclosed to third parties except as authorised by you or required by law. If on your authority we are working in conjunction with other professional advisors we will assume that we may disclose any relevant aspect of your affairs to them.

7.2

Where you provide us with fax or computer network addresses to which material is to be sent, we shall assume, unless you tell us otherwise, that your arrangements are sufficiently secure and confidential to protect your interests.

7.3

It shall be recognised that the Internet is not secure and that there are risks if sensitive information is sent in this manner by you or you request us to use the same system. We will use our best endeavours to protect the integrity of computer systems by screening for viruses on mail sent or received and would expect you to do the same.

8. Privacy and Data Protection

8.1

Bermans is committed to respecting the data which we hold on you. Your details will be kept on our database for administration and accounting purposes, to enable us to undertake credit searches and so that we can send you relevant information on our services and on events which may be of interest to you. Your details will be processed and kept securely in accordance with the Data Protection Act 1998. The data will not be disclosed to third parties except for the purposes mentioned above. If you have any questions or concerns regarding our use of your data or wish to know the identity of any credit reference agencies used then please address those to Alex Chapman at our Liverpool office.

9. Arranging Insurance and Investment Business

9.1

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.

9.2

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. 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.

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. If for any reason we are unable to resolve the problem between us, then the Solicitors Regulation Authority and the Legal Complaints Service provide complaints and redress mechanisms.

The Law Society is a designated professional body for the purpose 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.

10. Money Laundering

10.1

The Money Laundering Regulations 2007, require that we obtain proof of identity from clients for whom we act in connection with relevant financial business. Accordingly you may be asked to supply us with the necessary details. In certain circumstances, we are required by law to report to the Serious Organised Crime Agency any evidence or suspicion of money laundering. We are also prohibited from notifying our client of the fact that a report has been made.

11. Communication Between You and Us

11.1

We are confident of providing high quality service in all respects. If, however, you have any queries or concerns about our work for you, please raise them in the first instance with the Partner responsible for the supervision of your work. If that does not resolve the problem to your satisfaction, and you wish to make a formal complaint, please write to our Client Care Partner, Peter Sinnett, who is based in our Liverpool office.

11.2

All our lawyers must attempt to resolve problems that may arise with their services. It is therefore important that you immediately raise any concerns you may have with us. We value our relationship and would not wish you to be dissatisfied.

12. Applicable Law

12.1

Our relationship with you will be governed by English Law and will be subject to the jurisdiction of the English Courts.

This is an important document: please keep it in a safe place for future reference.