



TERMS OF BUSINESS

We aim to offer our clients quality legal advice. Our terms of business explain the basis on which we will carry out most of the work necessary in your Matter. It will cover some of the following:-

- The Code of Conduct which we follow and our responsibilities to you
- What your responsibilities are to us
- An explanation of how our charges / fees are calculated
- Our invoice procedure
- Our complaints policy
- The Anti Money Laundering Regulations which we must adhere to
- How we protect your data and your rights to access your data

Definitions

- The words “we” “us” “our” and “Tower Bridge Legal” used in these Terms of Business mean “Tower Bridge Legal Ltd” and “you” refers to you as Tower Bridge Legal Ltd’s client.
- The word “Charges” means fees owing and payable to us for providing you with the Services.
- The word “Matters” means any specific transaction, dispute or issue in relation to which you ask us to provide Services whether or not it has been defined in an Engagement Letter or other agreement;
- The word “Services” means all services we provide to you in relation to the relevant Matter;
- The words “Engagement Letter” means the initial client care letter which we have sent to you
- The word “Individual” means the person responsible for your work carrying out the day to day tasks on your matter and mentioned in the engagement letter
- The words “Storage period” means either 6 years for litigation / matrimonial / employment and probate matters.
- The words “Personal Data” means information regarding your racial or ethnic origin, political opinions, religious or other beliefs

1. General

- 1.1 Tower Bridge Legal is authorised and regulated by the Solicitors Regulation Authority (“The SRA”). Our SRA number is 819020. This means that we are governed by a Code of Conduct and other professional rules which you can view on the SRA’s website www.sra.org.uk.
- 1.2 This contract is between you and Tower Bridge Legal which is a limited company, incorporated at Companies House with registration number 13228093.
- 1.3 These Terms of Business issued by Tower Bridge Legal Ltd, as supplemented and/or amended by any relevant Engagement Letter, apply to each matter we work on for you. By signing the formal letter of engagement and these terms of business you give us full authority to act for you to the fullest extent necessary to provide the services.

Tower Bridge Legal Ltd is authorised and regulated by the Solicitors Regulation Authority, SRA No. 819020 and is a company registered in England and Wales, Company No. 13228093. Registered office: Cobalt Square, Part 15th Floor, 83 Hagley Road, Edgbaston, B16 8QG

- 1.4 No variation of these Terms of Business shall be effective; unless it is set out in the Engagement Letter or it is in writing and is signed by a Director.
- 1.5 Where we act for two or more clients jointly it is on the clear understanding that we are authorised to act on instructions from either, both or any of them.

2. Our Opening Hours

- 2.1 Our opening hours are generally between 09:00 to 17:30 Monday to Friday. In certain circumstances it may be possible to provide different hours of service. If this is required for your transaction it will be discussed with you and agreed in the Letter of Engagement sent to you. Messages can be left on the answerphone outside those hours and appointments can be arranged at other times when this is essential.

3. People Responsible for your work

- 3.1 At the start of each matter we will send you a formal letter of engagement which sets out the details of the matter you have instructed us on, the names and status of the person(s) who will carry out all or a majority of the work on your matter and what we are going to do for you. Although other individuals may work on your matter where that person is unavailable or it may be more cost effective to do so or where the services require the expertise of a particular person.
- 3.2 We try hard to avoid changing the people who are handling your work but if this cannot be avoided, we will notify you promptly who will be handling your work and why the change was necessary.

4. Code of Conduct

- 4.1 We want you to be happy with every aspect of our Service. We therefore operate a Client Care Code, the principles of which are:
- 4.2 We will treat you fairly and with respect and we will communicate with you in plain language.
- 4.3 Tower Bridge Legal Ltd will review your matter and update you in relation to progress regularly. We will advise you of any changes in the law that affect your matter. We will also advise you of any circumstances or risks of which we become aware or consider to be reasonably foreseeable that could affect the outcome of your matter.
- 4.4 We will provide services in relation to this matter for your benefit only. Tower Bridge Legal Ltd's advice to you may not be disclosed to any third party without our prior agreement. However, you may disclose any advice we may give to you to your other professional advisors but we do not accept any liability to such third parties.
- 4.5 Tower Bridge Legal Ltd may make statements to you expressing our professional opinion about the outcome of the matter. Such statements are not guarantees as we can only rely upon the information provided to us and our knowledge of the facts of the matter.
- 4.6 We cannot guarantee that the fee earner or supervising Director will be available on demand, but we will do our best to get back to you promptly.
- 4.7 You will be informed of the progress of your Matter by telephone or in writing and the reason for any serious delay. Assuming that the matter runs smoothly we would expect to complete your matter within 12 months, this is only an estimate. We will update you on the likely timescales for each stage of your Matter and any important changes in those time estimates.

5. Your responsibilities

5.1 You will or will make reasonable endeavours to:

- provide us with timely and adequate instructions, information and materials to allow us to perform the Services for you;
- notify us promptly of any changes or additions to instructions, information and materials previously provided by you or on your behalf;
- provide us access to all documentation pertinent to your Matter as reasonably requested by us;
- ensure that all information provided to us is complete in all material respects and not misleading;
- not deliberately mislead us;
- co-operate with us;
- attend any appointment, court hearing, medical or other examination which we reasonably request you to attend;
- investigate whether you have legal expenses insurance. Even if you do, you should be aware that insurers may not pay bills before completion of a case and you will remain liable to pay our invoice in accordance with these Terms even if you have not yet been reimbursed by your insurers.
- make payment for disbursements and expenses promptly and when required.

6. Fees

6.1 Our fees 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:-

- Meeting with you and other people involved in the case
- Attending Court / Tribunals on your behalf including time spent travelling and waiting
- Telephone calls received and made outbound
- Dealing with letters, emails, text messages received and sent
- Researching legal points, reading and preparing documents, attendance notes, preparing detailed costs estimates, schedules and bills

6.2 The basis of our fees are calculated on units of six minutes. For example, based on an hourly rate of £100.00 a time element of up to six minutes' duration will result in a charge of £10.00. A minimum charge for any piece of work is six minutes and all subsequent work is charged in six minute units. For example, a telephone call lasting four minutes would be charged as one unit and an attendance lasting thirty minutes would be charged as five units.

6.3 Each individual charges at an hourly rate which is reviewed on a periodic basis. Our current charging rates for the Services are set out in our engagement letter to you.

6.4 We reserve the right to vary these rates from time to time. Details of our future rates will be notified to you promptly and they are always available on request. If you have any queries about

the level of any revised rates notified to you, please contact Mr Noor Siddiqi (Director of Tower Bridge Legal Ltd) straight away.

6.5 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.

6.6 We have agreed to set a limit of £5,000 exclusive of VAT on our legal fees, excluding disbursements, to be incurred. This means that you must pay those fees incurred up to the agreed limit without our needing to revert back to you. We will inform you as soon as it appears that the limit may be exceeded and will not exceed that limit without first obtaining your consent. If you do need us to work within a fixed budget, we will stop when we reach the budget limit and wait for your further instructions. This may mean that the work is unfinished.

6.7 We may, in accordance with professional guidelines, also charge a premium (where reasonable to do so) to take account of the nature, responsibility, complexity, value and urgency of the Services and other criteria specified in those guidelines. The premium is likely to take the form of a mark-up on the hourly rates. It is not always possible to indicate how these aspects may arise but we will always inform you of the reason why the mark up fee has been charged.

6.8 If for any reason, this matter does not proceed to completion or any other matters which you instruct us on, we will be entitled to charge you for the work done and expenses incurred. It is ultimately your responsibility to discharge our invoice.

6.9 You authorise us to make payments on your behalf (called 'disbursements') to third parties. The most common disbursements are barristers fees / experts fees / court fees / medical report fees land registry fees and our travel expenses relating to attendance at Court or meetings. The current mileage rate charged is £0.45 per mile. Car parking and train tickets are charged to you at cost subject to the addition of VAT where applicable. We can not accept responsibility for any loss or penalty incurred by you if we are unable to comply with any timescale or obligation on your behalf by reason of your non-payment of any disbursement.

7. Printing and copying services

7.1 We are able to meet the majority of your printing and copying requirements in house. Whether we provide these services ourselves or through an external facility, the costs will be invoiced separately to you. The internal costs of A4 black and white copies currently stand at 0.25p per sheet, although this is subject to annual review. Details of our internal costs or other types of copies can be supplied on request. If it is necessary for us to use outside suppliers, their charges will be included in our invoices as a separate expenses item.

8. Costs / Risk

8.1 We will have provided you with an estimate of the likely costs of this matter based on the information you have supplied to us. This estimate does not include any expenses or VAT and is not intended to be fixed. We will give you details of our likely charges as the matter progresses as there may be cases where new information comes to light or unforeseen circumstances require additional work being necessary (for example due to unexpected difficulties, or if your requirements or the circumstances significantly change during the course of the matter) which may add extra costs to the matter. Should this be the case we will inform you of any changes to the estimate provided.

8.2 In the event that you are successful it may be that you are entitled to the reimbursement of some of your costs by the other party. It is important that you understand that in such circumstances, the other party may not be required to pay all of the charges and expenses which you incur with us. You still remain primarily responsible for the payment of our fees. 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 the other party is funded by the Legal Services Commission (in receipt of legal aid) you may not get back any of your charges and expenses even if you win. No costs are likely to be recovered.

8.3 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.

8.4 If you are successful and a Court orders another party to pay some or all of your fees 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.

8.5 Where the Court orders that you pay some or all of the costs in your matter, those costs would be payable in addition to our charges and expenses.

8.6 Please be aware that if judgement is obtained against companies or individuals there is still no guarantee that the other party will have enough assets to pay the outstanding money to you.

8.7 The issue of whether or not the likely costs are justified compared with the likely result is however, ultimately a matter of judgment for you.

9. Part 36 Additional Amounts

9.1 Where we recover our fees for acting for you from your opponent in litigation, we may make an offer in accordance with Part 36 of the Civil Procedure Rules to accept a reduced amount for those fees. If we do so, and that offer is not accepted but not bettered when the court assesses your costs, an additional penal amount may be payable by your opponent. Any such amount or amounts will belong to this Company.

10. Financial Services and Insurance Contracts

10.1 We are not authorised by the Financial Conduct Authority previously known as the Financial Services Authority which was abolished from 1st April 2013. We do not advise on, sell or administer insurance contracts.

10.2 If while we are acting for you, you need advice on insurance contracts or investments, we may have to refer you to someone who is authorised by the Financial Conduct Authority, as we are not authorised to sell any insurance contracts or give any necessary advice.

11. Tax Advice

11.1 Any work that we do for you may involve tax implications or necessitate the consideration of tax planning strategies. We are not qualified to advise you on the tax implications of a transaction that you instruct us to carry out, or the likelihood of them arising.

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12. Invoice and Payments Procedure

12.1 It is usual for us to ask for a payment on account of our charges and expenses before we start work on your behalf. We may request further payments on account for charges and expenses incurred as the matter progresses. We will account to you for all sums received at the conclusion of your matter, but it is important that you understand that your total charges and expenses may be greater than any advance payments you have made. You agree to make such payments if requested. You agree that all sums deposited or paid to us may be applied by us in payment of expenses incurred by us on your behalf and our fees after these have been invoiced to you.

12.2 We reserve the right to issue you with regular interim statute bills and at least monthly in arrears. Although they are interim bills they are also final bills in respect of the work covered by them.

12.3 You can apply to the Court for assessment of the costs contained within the interim statute bills. However, there are strict time limits to request such an assessment as set out in Section 70 – 72 Solicitors Act 1974, full details of which can be provided upon request.

12.4 Payment is due to us within 28 days of our sending you a bill. We reserve the right to refuse to take any further action on your behalf if money requested from you has not been paid within 28 days of the due date.

12.5 Interest will be charged on a daily basis at 4% over Bank of England's base rate from time to time from the date of the bill in cases where payment is not made within 28 days of delivery by us of the bill.

12.6 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 '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 / our fees.

12.7 In the case of commercial clients we reserve the right to invoke the provisions of the Late Payment of Commercial Debts (interest) Act 1998 as extended by the Late Payment of Commercial Debts Regulations which gives us the right to charge interest at 8% over the current Bank of England Base Rate and compensation on debts paid late.

12.8 Where we are instructed on the same matter by more than one client, in the event that one or more of the client fails to pay their share of our invoice(s), the other client or client(s) will be jointly and severally liable to pay the defaulting client(s) invoice(s).

12.9 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.

12.10 If you have any query about your bill, you should contact the individual dealing with your matter immediately.

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12.11 Please note that we do not accept payments in cash of any amount.

Payments you make to us should be drawn on an account in your name(s) with a reputable UK clearing bank or building society.

12.12 Monies due to you will be paid by cheque or bank transfer (BACS), but never in cash. If you require a bank transfer by CHAPS we do charge a fee for this. Any money due back will not be made payable to a third party under any circumstances.

12.13 Money received from you or on your behalf (including money that we receive from another party in settlement of any claim or court proceedings) will be applied first towards the settlement of any outstanding charges, and may be held by us as a payment on account for future charges.

13. Complaints

13.1 Tower Bridge Legal Ltd is committed to providing you with a high level of service. Whilst we do not anticipate that you will have the need to complain, in the unlikely event that there are any service issues or you are unhappy with the invoice which you have been sent please contact the individual solicitor who is dealing with your matter in the first instance so that they can talk through your concerns with you.

13.2 All solicitors must attempt to resolve problems that may arise with their services. It is therefore important that you raise any concerns you may have with us. We value you and would not wish to think you have reason to be unhappy with us.

13.3 If the outcome of the conversation with the individual solicitor does not provide a solution please refer to the following procedure we have in place.

- a) Please write to the individual solicitor and Maryam Aslam (Director of Tower Bridge Legal Ltd) at Cobalt Square, Part 15th Floor, 83 Hagley Road, Edgbaston, Birmingham, B16 8QG or email ma@lawtbl.com with a brief description of the nature of the complaint.
- b) We will acknowledge a complaint within seven working days.
- c) An impartial investigation will then be carried out.
- d) A full response will be given to you within 28 days, unless a case is complex and requires more time. In that case you will be given an alternative period of time in which we will respond.
- e) We will reply to complaints in writing and provide our views regarding the complaint and how we propose to resolve it.
- f) If we are unable to resolve your complaint within 8 weeks of receiving full details, you may have the option of taking your complaint to the Legal Ombudsman. The Legal Ombudsman investigates complaints about service issues with lawyers subject to the conditions of their scheme rules which can be found on their website. Please review the most recent version of the Legal Ombudsman [Scheme Rules](#) (1st April 2023)
- g) The Legal Ombudsman expects complaints to be made to them within one year of the date of the act or omission about which you are concerned or within one year of you realising there was a concern. You must also refer your concerns to the Legal Ombudsman within six months of our final response to you.
- g)h) You can contact the Legal Ombudsman at PO Box 6167, Slough, SL1 0EH. Telephone: 0300 555 0333 Email: enquiries@legalombudsman.org.uk Website: www.legalombudsman.org.uk

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[4\)j\)](#) The professional rules by which we operate and are regulated can therefore be found by visiting www.sra.org.uk

14. Identification and Disclosure

Anti Money Laundering Regulations and The Proceeds of Crime Act 2002

14.1 The Anti-Money Laundering (“AML”) Regulations in the UK require us to check your identity. You must provide to us two forms of identification, one of which should show evidence of your individual identity such as a passport or photo card driving licence. The other should show evidence of your address such as a bank statement or utility bill showing your name and address clearly and dated within the last three months.

14.2 We are also bound by the Proceeds of Crime Act 2002 ("POCA"), where we may be required to make a report to the relevant authorities if at any time we become aware of or suspect (whether from you or any other person) the existence of the proceeds of crime in relation to any Services on which we are engaged. Our obligation to make such a report will, in certain circumstances, override our duty of solicitor/client confidentiality and we may not be permitted to inform you whether or not we have made, or might intend to make, such a report.

14.3 We are required to obtain satisfactory evidence of your identity.

In the case of a private individual this must comprise of one document from each list A and one from List B below. These must be original documents.

LIST A - Evidence of name and DOB with photo:

- Current valid full passport
- Current photocard driving licence
- National identity card Firearms or shotgun certificate
- Armed forces identification card
- State pension or benefit book

LIST B – Evidence of address:

- A bank or building society statement including your address no more than three months old
- A utility bill less than three months old (e.g. gas, landline telephone or electricity, but not a mobile phone bill)
- A council tax bill for the current year
- A mortgage statement for the mortgage accounting year just ended
- A council rent book showing the rent paid for the last three months
- HMRC self-assessment letters or tax demand dated within the current financial year
- A credit card statement less than 3 months old, with the corresponding card

14.4 In the case of a corporate client we will carry out a company search the cost of which will be payable by you to us of obtaining the search. In addition, we are required to obtain the same checks as for a private client in relation to one of the directors or the shareholders who is instructing us or who is active in the management or control of the company.

14.5 In order to verify the information you provide we may make searches about you with a credit reference or fraud prevention agency; this will include information from the electoral roll.

14.6 We may terminate the provision of any Services to you, or be instructed to do so by the relevant authorities, if you fail to comply with your obligation to provide evidence of identity or we suspect that you or any other party connected with you or with the Matter is involved in activities prescribed by POCA.

14.7 We may require you to produce to us at any time, evidence of the source of funds of your assets, solely or jointly held by you of any payments above £15,000.00 or the sterling equivalent if we request this. We can not accept any payments from 3rd parties which exceed £15,000.00 or the equivalent. We reserve the right to refuse payment of less than this amount and you must tell us about any such payments in advance.

14.8 It is simplest for us if the source is an account, in your name, in a UK Bank or building society. If the source is an unusual one such as an account in another country or on the name of someone other than yourself please tell us as early as possible including the reason so that this can be appropriately noted.

14.9 Any sums recovered can only be made payable to yourself either by way of cheque or a direct transfer into your bank account only.

15. Limited Companies

15.1 When agreeing to act or during acting on behalf of a limited company, the Directors accept personal guarantee for our fees and expenses.

16. Confidentiality / Data Protection Act 1998 / Disclosure

16.1 All of your dealings with us are confidential. We will not disclose details of your dealings with us to any third party without your consent.

16.2 In the course of providing legal services to you, we may acquire either direct from yourself or from third parties, personal data about you. We may also acquire sensitive personal data (which means information regarding your racial / ethnic origin, political opinions etc).

16.3 We use and process the personal information you give to us primarily for the provision of legal services to you and for the related purposes including updating and improving client records, analysis to help us manage our practice, statutory returns and legal and regulatory compliance. This may include the transfer of data both within and outside the United Kingdom.

16.4 Please note that there may be times where our work for you may require us to give information to third parties, such as expert witnesses and other professional advisers.

16.5 There are also other exceptions, in order to comply with court and tribunal rules, all documentation relevant to any issues in litigation, however potentially damaging to your case, maybe required to be made available to the other side. This aspect of proceedings is known as 'disclosure'.

16.6 A statutory exception in relation to legislation on money laundering and terrorist financing places solicitors under a legal duty in certain circumstances to disclose information to the National Crime Agency (NCA). Where a solicitor knows or suspects that a transaction on behalf of a client involves money laundering, the solicitor may be required to make a disclosure to them. In particular, if it seems that any assets involved in your matter were derived from a crime, this can include small amounts of money and covers all offences including for example tax evasion and benefit fraud. If while we are acting for you, it becomes necessary to make such a disclosure, we are prohibited from informing you that it has been made, or of the reasons for it.

16.7. Another exception – We will be seeking to implement the Law Society’s Practice Management Standards and Lexcel (the Law Society Quality Standard). One requirement of these quality standards is that randomly selected client files are inspected by an outside assessor. The purpose of the inspection is to monitor our performance against the standards required. Unless you inform us in writing, you agree to such an inspection if the assessor chooses your file. The strictest confidentiality will, of course, be maintained. We may from time to time pursue other certifications. Certification requires a quality system to be in place which guarantees the highest level of service to clients.

16.8 We may also outsource work. This might be for example typing / photocopying / costing / research and preparation to assist with your matter. Information from your file may therefore be made available in such circumstances.

16.9 By instructing us to act on your behalf you give your explicit consent to the storage, processing and use of this personal data and sensitive personal data and the possible transfer of the data within and outside the United Kingdom.

16.10 We may also use personal data (but never sensitive personal data) which we collect after you contact us to market our full range of services to you. If you do not wish for your personal data to be used for marketing purposes please advise us that you wish to ‘opt out’ when you return the signed copy of this letter.

16.11 You have a right of access under data protection legislation to the personal data that we hold about you.

16.12 Any queries which you may have relating to Data Protection should be sent to Maryam Aslam at Cobalt Square, 83 Hagley Road, Edgbaston, Birmingham, B16 8QG / email- ma@lawtbl.com.

16.13 You have the right to make a complaint about data protection any time to the Information Commissioner’s Office (ICO), the UK supervisory authority for data protection issues. The ICO can be contacted at www.ico.org.uk/concerns/ or telephone 0303 123 1113. We would, however, appreciate the chance to deal with your concerns before you approach the ICO so please contact us in the first instance.

17. Banking / Client Money / Interest

17.1 As part of carrying out instructions we may need to hold client money in our client account. We cannot carry out a banking service for clients and will only hold monies specifically related to the Matter concerned.

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17.2 We will pay you interest, at our banks prevailing rate, on any of your money that we have held in our client account. We will calculate the interest due to you and if the amount of interest exceeds the sum of £20.00, we will pay to you, within a reasonable time the interest due to you.

17.3 Interest will be calculated from the next working day that your funds are deemed to be cleared funds to the BACS payment date or date the cheque is sent out to you.

17.4 Our professional rules require us to have a written policy regarding the payment of interest on client money that we hold which can be provided upon your written request to Maryam Aslam (Director of Tower Bridge Legal Ltd) at Cobalt Square, 83 Hagley Road, Edgbaston, Birmingham, B16 8QG or email ma@lawtbl.com.

18. Undertakings

18.1 We may be asked to give an undertaking on your behalf. Other than undertakings to banks and building societies which are in standard form, the wording of the proposed undertaking will be discussed and agreed with you.

18.2 Once an undertaking has been given on your behalf we as solicitors are legally obliged to honour the undertaking. Accordingly once you have consented to the undertaking being given you cannot change your instructions to us or terminate our retainer.

19. Communications

19.1 We have the facility to send and receive communications by e-mail, and in appropriate circumstances we will use this method of communication unless we are instructed by you to the contrary.

19.2 If you contact us by email, you accept that we have your agreement to reply by e-mail, unless you have instructed us otherwise. Please bear in mind that emails are not secure and no agreed service delivery standards apply to internet communications. Just as we cannot control what happens to material sent by post / mail we cannot control the time it may take for an email to reach a recipient or the use that recipient may make of that email.

19.3 You acknowledge that conventional email may present security risks beyond our control and you accept those risks unless you tell us not to use email. To protect the integrity and security of our IT systems, we may prohibit the receipt and opening of certain types of electronic files by our staff and our internal IT procedures may impose delays on our ability to open and deal with certain types of electronic files.

19.4 In some circumstances email is not received in the recipient's inbox. We cannot accept responsibility for not acting upon email we do not receive in the ordinary way or that is treated by our systems as junk. We do not accept any liability for any loss arising from conventional mail or email not arriving on time, or not arriving at all, or for any consequences of interception or loss of confidentiality.

20. Limitation of Liability

20.1 GENERAL LIMIT OF LIABILITY

We shall not be liable for:

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- any indirect loss, indirect damage, cost or expense arising from any breach by you of your agreement with us or any act or omission of any other person; or
- any advice or document subject to the laws of a jurisdiction outside England and Wales; or
- any advice or opinion given to you by any third party (whether or not nominated or recommended by us).
- any repayment of money lost through a banking failure

20.2 FINANCIAL LIMIT OF LIABILITY

The aggregate liability of the Company and of all Directors, consultants to and employees and agents of the Company and any service company owned or controlled by or on behalf of any of the Company or the Directors in any circumstances whatsoever, whether in contract, tort, under statute or otherwise, and howsoever caused (including but not limited to our negligence or non-performance), for loss or damage arising from or in connection with the Services provided shall, in relation to each Matter, unless otherwise agreed, be limited to the sum of three million pounds (£3,000,000). This means that a claim against us shall be regarded as a single claim against us and our liability to you shall be limited accordingly.

21. Equality and Diversity

21.1 Consistent with our internal policies and procedures, we will not discriminate in the way we provide our Services on the grounds of race, colour, religion, nationality, ethnic origin, sexual orientation, gender, age, disability or marital status. We are committed in promoting equality and diversity in all of its dealings with clients, third parties and employees.

22. Conflict of Interest

22.1 If during the course of acting for you we become aware that there is either a reasonable chance of a conflict arising between yourself or other clients in the same or any other related Matter where we must act in both of your best interests or where interests become compromised we must follow strict guidelines.

22.2 We will therefore advise you if we become aware that an issue of conflict may arise or exists which we must avoid and may need to stop acting for you / or either party.

22.3 We assure you that we will always act independently and in your best interests as our client.

23. Termination

23.1 You may terminate your instructions to us in writing at any time. If you seek to withdraw your instructions, you should give notice by telephone, email or letter to the individual dealing with your Matter named in the engagement letter as being responsible for your work.

23.2 In some circumstances, we may consider we should stop acting for you if, for example:-

- You can not give clear or accurate instructions on how we are to proceed
- A conflict of interest arises or there is a significant risk that this might happen

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- You do not pay an interim bill / you do not agree to a revised fee estimate or comply with our request for a payment on account
- If any instructions you give us conflict with our professional duties or obligations as solicitors
- In circumstances where to continue acting for you would mean that we might be in breach of criminal law or professional obligations
- The relationship of trust and confidence necessary between solicitor and client ceases to exist between us
- Your insolvency
- Our being forbidden to act by the National Crime Agency
- Our reasonable belief that our continuing to represent you may cause damage to the reputation of our company

23.3 On early termination, by either you or us, you will remain liable to pay all fees and disbursements / expenses incurred before termination and due under our contract or due on the basis of the time spent at our usual hourly rates, whichever is the less, together with any further fees and expenses for work necessary to transfer our files to another adviser of your choice. All our rights set out in these terms shall continue to apply even if we terminate the agreement.

24. Storage of Files (papers and documents)

24.1 We will keep your file of papers (except for any of your papers which you ask to be returned to you) for a limited period of time. This will be 6 years after the date of the final bill we send you for this Matter. In some cases / matters , we may keep the files for a shorter time.

24.2 We regret that it is not practical for us to store your file indefinitely. We will therefore retain the file on the understanding that we have your authority to destroy it at the end of the storage period.

24.3 If you ask us to send documents to anyone else, we shall not be liable for any loss or damage that occurs to those documents after they leave our possession.

25. Safekeeping of deeds, wills, power of attorney

25.1 If you ask us to place original deeds, wills, power of attorneys or other similar documents in our secure storage facility on your behalf, you agree to pay our reasonable charges for doing so. We will charge a fee for placing such documents into storage, and a withdrawal fee for retrieving them from storage. We will waive the fee if we have acted for you in the matter which has given rise to your ownership of the documents and we will waive the withdrawal fee if the withdrawal is required in connection with a matter in which we act on your behalf. The fee to place documents in storage and withdraw them are both currently £50.00 plus VAT and are subject to review from time to time.

25.2 Please note that our storage of your documents on your behalf does not impose on us any obligation to advise you of changes in the law or taxation. These Documents stored on your behalf will not be destroyed without your specific instructions. This is different to the destruction of your file – please see 26.1 above.

26. Deemed Acceptance

26.1 If you fail to return the signed copy to us but continue to instruct us in relation to the Services you will be deemed to have accepted these Terms of Business which we have sent to you with the Engagement Letter.

Acceptance of Terms of Business and Instructions

By signing below, you confirm the following:

1. You have received the Engagement Letter and Terms of Business;
2. You accept the contents of the Engagement Letter and Terms of Business;
3. You wish us to commence work on your matter immediately (and by doing so, you waive your right to cancel)

Client 1 Signed

Dated.....

Client 2 Signed

Dated.....

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