



Terms of Business

2025 - 2026

Introduction and Scope of Work

1. Acknowledgement of terms

We will not start work on your matter, except in the most urgent cases, until you have agreed to these terms. However, if you continue to instruct us after we have sent you a copy of these terms, and do not notify us of any objections, we are entitled to assume you have agreed to these terms.

2. Authorisation

We will assume that we are authorised to accept instructions from any person whom we reasonably believe to have your authority to give us instructions, and that we may act on instructions given orally. Please let us know if you wish to place restrictions on who is authorised to give us instructions on your behalf.

3. Identification

The Money Laundering Regulations require solicitors to obtain satisfactory evidence of the identity of their clients, 'beneficial owners' and persons giving instructions. To comply with the law, we need to verify your identity as soon as possible. We will notify you of the documentation we require. If you cannot provide us with this documentation, please let us know as soon as possible so that we can discuss other ways to verify your identity. Where original documents are supplied, we will make copies and then return them to you.

We can now offer you the option of e-verification and submitting documentation electronically via a third party app created by The Justice Platform Ltd, trading as Legl at a cost of £20.00 plus VAT per person. Legl are fully insured, use end-to-end encryption to make sure your data and information is secure, and utilise an FCA regulated open business capability. Information sheets explaining how the Legl app works and outlining their security measures are available on request. Please let us know if you do not wish to use this option.

If you provide us with ID that expires during the course of the matter, we may have to ask you for new ID. We would also ask that you let us know if you change your address or telephone number at any time during the matter. Where we refer to **"Government Documents"**, we mean a current UK passport, birth certificate, current photo-card driving licence, firearms certificate, national identity card or a DWP benefit book, and **"non-Government Document"** means either a utility bill (but not a mobile phone bill), mortgage statement or bank statement less than three months old, or the current year's council tax bill, car/house insurance certificate or HMRC demand or assessment.

Those Regulations may also require us to check the source of any funds that you use in the transaction, and we may need to ask you to provide evidence. In those circumstances, we would be unable to continue with the transaction until we received adequate evidence.

4. People responsible for your work

We will inform you of the fee-earner(s) who will carry out most of the work for you, their job title and their contact details. We will also tell you the name of the partner with ultimate responsibility for your work. They may be assisted by other fee-earners from time to time, depending on the type of work undertaken. We realise that it is important not to change the people who are handling your work but sometimes this cannot be avoided. If a change is necessary we will inform you in writing of the reason and who will take responsibility for your work.

5. Scope of work

In respect of each instruction, we will confirm the scope of work to be undertaken by BPE. We will explain the legal work required and update you with progress on your matter regularly and communicate with you in plain language.

We will update you by telephone or in writing including by email with progress on your matter regularly and explain to you the legal work required as your matter progresses. We will update you, as appropriate, at relevant intervals on the likely timescale for each stage of your matter and any important changes to those estimates.

At the outset of a matter where there is any risk the cost would or could outweigh the benefits of proceeding, we will update on the likely costs and risks, and update thereafter where there is any material change in circumstance which would change that original analysis.

Our responsibilities—what you can expect of us

- Treat you fairly and with respect
- Communicate with you in plain language
- Review your matter regularly
- Advise you of any changes in the law that affect your matter
- Advise you of any reasonably foreseeable circumstances and risks that could affect the outcome of your matter

Your responsibilities—what we expect of you

- Provide documents when we ask for them and respond promptly when we ask for instructions or information
- Notify us if your contact details change
- Tell us immediately if your expectations change or if you are not sure you understand what we have discussed
- Inform us of any time limits or objectives that might not be obvious
- Notify us immediately if you receive any email or other communication purporting to be from the firm stating that we have changed our bank details or payment arrangements

- Let us know about any other changes that may affect the way we continue with your matter, including any changes that may affect your tax status in any jurisdiction

If you ask us to undertake work outside the agreed scope, then we will confirm the fees for such extra work before incurring the extra fees. Please note that such extra fees may apply even where a fixed fee has been agreed.

Where we are advising you on an employment claim, it may be possible to deal with your matter through negotiation or by other means such as conciliation. The process is generally successful in bringing about an early settlement of disputes where a settlement is possible. ACAS are likely to contact you in due course and we would recommend that you pass our details to them in order that they may deal with us in relation to any conciliation.

Where we are preparing a will or codicil for you, we will do so on the basis of the information you give us in accordance with legislation in force at the date you instruct us. We will not notify you of any changes in the law which may affect the validity of any of the terms in your will or codicil, including any tax planning arrangements, once the will or codicil has been completed, regardless of whether it is stored by us for safekeeping.

When we act for you in relation to a dispute or litigation, it is important to retain all documents which may be relevant to this matter, including electronic documents, e-mails, text messages, posts or comments on websites and other communications, word processed documents, databases and any other material which might be deleted in the ordinary course of business. You should think about documents that are accessible from computers and other electronic devices and media, such as documents that are stored on servers and back-up systems and to documents which have been deleted, and information about documents or which sits behind the visible text of documents (known as metadata).

Fees and Financial Information

6. Fees and expenses

Fees

General charging structure

Unless we have agreed an alternative fee arrangement with you, our charges will be based on the time spent dealing with a matter, including attending meetings with you and others, reading and drafting documents, travelling, waiting, reading and writing emails and letters, and making and receiving telephone calls. All work is charged for in units of 1/10th of an hour (ie. 6 minutes).

We will inform you of the hourly fee rates of the fee-earners working on your matter. We normally review these rates in September and/or April in each year, and we will inform you of any changes.

If for any reason your matter does not proceed to completion we will charge you for work done and expenses incurred.

Fee estimate in relation to disputes and litigation

When instructed by you in relation to a dispute or court claim, it is not always possible for us to give you an accurate estimate of your overall charges at the start of a matter, as your charges may depend on a variety of factors, such as evidence presented by you or the approach taken by the other party. We will first give you an estimate for reviewing the material, and upon assessing this we will then give you the best possible information about the likely overall charges of taking your case forward. The final amount billed may also take account of other factors such as the complexity of the issues, the level of expertise or specialist knowledge required, express service, anti-social hours, or the value of the property or subject matter involved. As your matter progresses, we will tell you how much your costs are at regular intervals and whether they are likely to exceed the costs estimated.

Expenses (disbursements)

There may be expenses and payments made on your behalf which you will have to pay – the nature and timing of these depends upon the nature of the work undertaken. We will let you know in advance if we envisage incurring any expenses. When attending meetings or events away from our offices at your request or on your behalf, you will be responsible for our travelling costs, based on standard-class train fares or mileage allowance (at 38p per mile, plus VAT). If we need to send monies electronically, either to you or to a third party, then we will make a charge of £30 plus VAT.

Property Transactions

To guard against fraud during the course of a property transaction, we may use an online service, called “Lawyer Checker”. It is an online service that allows us to verify the identity and account details of the conveyancer to whom we will be sending funds on your behalf. The fee for this check is £18.00 plus VAT. This service is not mandatory, and is used to protect against inadvertently sending funds to a fraudster. If you do not wish us to carry out this check on your behalf, then please let us know.

Payments on account

We may need to request one or more payments on account to pay costs and expenses as the matter progresses. We will then use those funds to pay expenses up to this amount as they become due. We may request further payments on account as the matter progresses. Please note that delays may be caused if we do not receive timely payments on account from you. These amounts will be shown as paid on your final bill.

Cost limit

You can notify us of a cost limit that we will not exceed without your prior consent. However, by imposing such a cost limit, you acknowledge that we may not be able to comply with your instructions in their entirety.

Additional work

We will inform you if any additional work becomes necessary due to unforeseen complexities or a change in your requirements or circumstances. We will confirm to you the charges for such extra work before incurring the extra costs. Please note that such extra charges may apply even where a fixed fee has been agreed with you.

VAT

We will add VAT to our fees at the prevailing rate. VAT may also be payable on some expenses.

Timescales

We will update you on the likely timescales for each stage of this matter and any important changes in those estimates.

Interest

Where we hold funds on your behalf, interest may accrue in accordance with the Solicitors Accounts Rules. We can provide you with a copy of our policy regarding interest payable on money held by us on request.

Insurance

You may have insurance cover for certain legal matters on your household insurance policy.

Please check the terms of your insurance policy, and let us know as soon as possible if you believe you have insurance cover as it may have important consequences for the work we can do for you.

Other party's charges and expenses in employment claims

If we are advising you in relation to an employment claim, please be aware that you may be ordered to pay all or part of the other party's costs in Employment Tribunals should the Tribunal order you to do so, or you continue to pursue a claim where a cost warning has previously been issued. You will be responsible for paying these costs in addition to this firm's costs and expenses.

You should also be aware that you are unlikely to recover costs from the other party, even if you are successful in your case.

Other party's charges and expenses in disputes and litigation

It is important that you understand that you will be responsible for paying our bills. We will discuss with you whether our charges and expenses might be paid by another party. Even if your case is successful, the other party will probably not be ordered to pay all your charges and expenses.

Also, you may not be able to recover in full from the other party all sums the court orders them to pay. If this happens, you will have to pay the balance of our charges and expenses. If the other party is legally aided, you may not get back any of your charges and expenses, even if you win the case.

The rules governing the recovery of our charges and expenses from the other party are complex and were extensively revised in April 1999. As a general guideline, the courts will order an unsuccessful party to pay only those charges and expenses which it considers proportionate to the dispute. This usually means that you will not recover all of your paid or incurred costs if you are successful but instead you would ordinarily expect to recover between two thirds and three quarters of the costs actually paid. In making any order for costs the courts will, for example, take into account the conduct of the parties and the amount in dispute. Before commencing any proceedings an overall analysis of both the matters in issue and your charges and expenses is essential. Only then will you be able to make a reasonable assessment of how much you may recover from, or be ordered to pay to, the other party by way of charges and expenses.

If you are successful and the court orders the other 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.

You will also be responsible for paying the costs of seeking to recover any charges and expenses that the court orders the other party to pay.

In some circumstances, the court may order you to pay the other party's legal charges and expenses, for example if you lose the case. You will have to pay these sums in addition to our charges and expenses.

Alternative methods of funding of disputes and litigation

We will continue to review whether there are alternative methods by which your matter can be funded. We will review your matter regularly and notify you of the legal work required, the various options available to you and advise you of any circumstances of which we consider might affect the outcome of your matter (such as any changes in law), and the financial implication of each, whilst the matter is progressing and agree a strategy which will subsequently be reviewed at key stages of the dispute and revised as necessary. 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.

It may be possible to deal with your matter through negotiation or by other means such as mediation or alternative dispute resolution. Mediation is the process by which an independent mediator assists both parties in a dispute to reach a settlement. The mediator acts as a conduit through which the parties present proposals designed to reach a settlement. The process is generally very successful in bringing about a premature settlement of disputes.

Where all the parties agree to mediation, we will prepare for and attend the mediation on your behalf and complete the necessary formalities to dispose of the dispute in accordance with any agreement reached at mediation and in accordance with your instructions.

Acting as Executors on a deceased's estate

Where a member of BPE Solicitors LLP acts as one of the executors, an additional fee of 0.75% plus VAT of the value of the gross estate will be charged. We will assume there will be sufficient assets in the deceased's estate to pay all outgoing charges to the estate and this firm's fees in full. On the rare occasion there is a shortfall between available assets and all outgoing charges to the estate or of any other funding problem as far as the estate is concerned, we will let you know as soon as reasonably possible. Where there are insufficient assets in the estate, the Executor(s) shall be personally liable to meet any shortfall in respect of the firm's fees.

7. Billing Arrangements

Sending you an invoice

We will send you an invoice for our charges and expenses at the end of each month while the work is in progress, and a final invoice after completion of the work.

Alternatively, we may agree to send you a single invoice on completion of your matter or agree to send an invoice at particular stages, such as at the point of exchange. If sufficient funds are available on completion and we have sent you invoices, we will deduct our charges from those funds before remitting the balance of the funds to you. Where there is a significant delay between exchange of contracts and completion, we reserve the right to send an interim invoice after exchange of contracts. We also reserve the right to send an interim invoice of work in progress prior to our financial year end in April.

Payment of invoices

Payment is due on the day of presentation of the invoice, but we allow 14 days from the date of the invoice. If you do not pay the bill within this time, we reserve the right to charge you interest at 8% per year on a daily basis from the date on which our bill is due. This figure is based on section 69 of the County Courts Act 1984 and is subject to change by the Ministry of Justice.

If payment is delayed beyond 30 days from the date of invoice without our agreement, we reserve the right to suspend working on your matter. We will notify you in writing if this becomes necessary. If payment is delayed beyond 42 days from the date of invoice without our agreement, your matter will be passed to our debt recovery team, who reserve the right to issue recovery proceedings without notice.

BPE does not change its bank account very often, and you will be specifically informed when we do. Therefore, if you are asked to pay money into a different bank account, even if the request comes in the form of an otherwise genuine looking invoice or letter from this firm, please contact us immediately. Please act cautiously for your own protection. We will not be responsible for any losses incurred as a result of you having received or responded to a fraudulent or 'scam' invoice, letter or email.

If you have any query about your invoice you should contact the person dealing with the work for you straight away.

Payment in cash

Please note that we do not accept payment in cash under any circumstances. If you try to avoid this policy by depositing cash directly with our bank, we may decide to charge you for any additional checks we decide are necessary to prove the source of the funds.

Payment of funds to you

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.

Paying a barrister's fees

We may instruct a barrister on your behalf in relation to a dispute or litigation. If we have not requested money on account any invoice raised by a barrister is payable by you within one month of being issued to you. If the fees are not paid within this time scale the barrister is entitled to charge interest on any outstanding fees, which we are entitled to charge to you.

We will be informed in writing if they decide to charge interest, one month before interest starts to be claimed. If we instruct a barrister in your case we will advise you if we are notified that the barrister wishes to charge interest. The current rate of interest they charge is 2% above the Bank of England base rate. Interest will therefore then be payable to the firm by you, if such notification is received by the barrister.

Confidentiality, Data Protection, etc

8. Confidentiality and conflicts of interest

We are professionally and legally obliged to keep your affairs confidential. However, solicitors may be legally required to make a disclosure to the National 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.

We will not be under any obligation to disclose any information to you where we owe a duty of confidentiality to another person. You agree to us acting for you even if we hold such information.

The fact we possess your confidential information will not prevent us from acting on behalf of any other client. Where we consider it necessary, we will put in place such arrangement as we consider appropriate to ensure confidentiality is maintained.

Sometimes we ask other companies or people to do typing or other administrative work 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.

We may also act for your proposed lender in a transaction. We have a duty to fully reveal to your lender all relevant facts about the transaction and mortgage. This includes any differences between your mortgage application and information we receive during the transaction and any cash-back payments or discount schemes that a seller is giving you.

We may act for one or more other clients in activities similar or competitive with yours. However, once we have agreed to act for you in relation to a matter, we will not act for another client in relation to the same matter if there is a conflict of interest between your interests and theirs. We may refuse to act for you where it would otherwise create a conflict of interest, or cause us to breach an existing arrangement with another client.

Where our professional rules allow, we may act for you and another client where a conflict of interest would otherwise exist, provided that we have the consent of both parties.

A “conflict of interest” arises where we owe separate duties to act in the best interests of two or more clients in relation to the same or related matters and there is a significant risk that those duties will conflict, or our duty to act in your best interests conflicts with BPE’s own interests, or we have information about another client that would be important to your matter but we cannot disclose that information to you due to our confidentiality obligations to that other client.

From time to time we contract with third parties for them to provide us with computer software and support services solely for use in connection with our provision of services to you and compliance with our legal obligations.

Sometimes in such cases a third party may have access to information relating to you in discharge of their obligations to us. Such access could be considered to be a transfer of confidential data. This subject is addressed in our data processing statement which can be found at www.bpe.co.uk/legal/privacy-policy/. Please take time to read this statement. We require all third parties to respect the security of your personal information and to treat it in accordance with the law

We do not allow our third-party service providers to use your personal information for their own purposes and only permit them to process your personal information for specified purposes and in accordance with our instructions.

9. Legal privilege

Our advice to you concerning your legal rights and obligations will be protected by “privilege”, which means that our advice can be kept confidential and need not be disclosed to third parties, for example during any subsequent litigation. We will not disclose such advice to any third party without your consent (unless required to do so by law). You should, however, be aware that advice which is not given in a legal context will not be privileged (unless the advice relates to prospective or actual court proceedings).

It is advisable to ensure that privilege extends as widely as possible to any advice. To do this, we should agree with you the identity of the individuals within your business who are authorised to give us instructions or receive our advice and we will deal only with them. If you wish to extend the list of authorised individuals, either generally or in relation to any particular matter, please let us know as soon as possible.

10. Data protection

We are required by UK data protection laws to provide you with certain information relating to what data we collect and how we use it. This information is contained within our firm’s data processing statement, which is available on request and on our website at www.bpe.co.uk/legal/privacy-policy/. Please take the time to read this statement.

At the End of the Matter

11. Termination

You may terminate your instructions to us in writing at any time but (unless the termination falls within paragraph 19 below) we are entitled to charge you for all work undertaken on your matter up to that point and to keep all your papers and documents (known as a ‘lien’)

while any money is owing to us.

We may decide to stop acting for you provided we have a good reason (for example, if you do not pay an invoice or comply with our request for payment on account or there is a conflict of interest). We will give you reasonable notice that we will stop acting for you. Again, we are entitled to charge you for all work undertaken on your matter up to that point and to keep all your papers and documents while any money is owing to us.

12. Storage of Papers and Deeds

Upon receiving payment in respect of our final invoice, our policy is to store your file for a minimum period of six years (or 75 years, where the file relates to writing a will), after which it will automatically be destroyed. By instructing us to act on your behalf, you thereby expressly consent to us destroying your file as set out above unless you notify us otherwise. If you do not want your file to be destroyed after this time, you may collect your file from us provided you notify us in writing before or at the time of making payment of our final invoice, or you may ask us to retain the entire file for a specified period beyond the minimum retention period upon payment of a sum in respect of reasonable storage charges (details available upon request).

Any original documents in the file (such as signed agreements, trade mark certificates, deeds and wills) will be retained in our safe storage facility indefinitely, and will not be destroyed until they cease to be relevant, current or applicable and you can request a copy or the original at any time at no charge.

The law states which documents in your file belong to you, and which belong to us.

If you request, we retrieve your file from storage in relation to continuing or new instructions to act for you, we will not normally charge for the retrieval. If you request that we retrieve your file from storage for another reason, we may charge you for:

(i) time spent retrieving the file and producing it for you;

(ii) reading, correspondence, or other work necessary to comply with your instructions in relation to the retrieved file; and/or

(iii) providing additional copies of any documents.

We will provide you with an electronic copy of the file unless it is inappropriate to do so.

Complaints, Liability, etc

13. Raising Queries or Concerns

We are committed to high quality legal advice and client care. If you are unhappy about any aspect of the service you have received or about the bill please contact the solicitor dealing with your matter in the first instance. If that does not resolve the problem to your satisfaction, please contact the partner with ultimate responsibility for the matter, or Philip Radford (our client care partner), or Patricia Lelliott (our compliance officer) by emailing them or sending a letter to our office address. We have a procedure in place which details how we handle complaints which is available on request. We have eight weeks to consider your complaint. If we have not resolved it within this time you may complain to the Legal Ombudsman.

If you are not satisfied with our handling of your complaint you can ask the Legal Ombudsman at PO Box 6167, Slough, SL1 0EH to consider the complaint. Normally, you will need to bring a complaint to the Legal Ombudsman within six months of receiving a final written response from us about your complaint and, as from 1 April 2023, no more than one year from the date of act/omission being complained about, or one year from the date when you should reasonably have known there were grounds for complaint.

14. Liabilities

Tax

Any work that we do for you may involve tax implications or necessitate the consideration of tax planning strategies.

Unless specifically contained within the agreed 'scope of work', we will not advise you on the tax implications of a transaction or the likelihood of them arising. If you have concerns in this respect, please raise them with us immediately.

Bank collapse

Any funds we hold on your behalf are deposited in Barclays Bank in accordance with the Solicitors accounts Rules. In the event of that bank collapsing, it is unlikely that we will be held liable for resulting losses. Clients that are considered by the Financial Services Compensation Scheme to be individuals and small companies (but not large companies) may benefit from protection under that Scheme, up to £120,000 (which includes any personal money you may hold in that bank, or in any of the other banks within the same group). Barclays Bank has a number of different brands, and you should talk to your bank for more information about the Scheme. Where you make a claim under that Scheme, you agree that we may disclose your details to the operators of the Scheme.

Foreign law

Where an agreement, matter or a dispute is subject to the laws of a country other than England and Wales, we will offer advice to the best of our knowledge and in good faith or, if appropriate, refer you to a lawyer in that foreign country who can advise you.

We do not accept any responsibility for any issues arising under that foreign law. We are always happy to introduce you to a specialist foreign lawyer if you ask us to. If you have concerns in this respect, please raise them with us immediately.

Limits on our liability

We will not be liable for any loss, damage or delay arising out of the firm's compliance with any statutory or regulatory requirement. Our liability in the event of a professional negligence claim against this matter is limited to £3 million, provided that our liability shall not be limited in relation to any matter for which we are unable to limit our liability by law.

We will not be liable for any consequential, special, indirect or exemplary damages, costs or losses attributable to lost profits or opportunities. Details of our Professional Indemnity Insurance are available upon request or at our registered office.

Our liability in the event of a cyber incident of any kind which impacts this matter is limited to £1 million, provided that our liability shall not be limited in relation to any matter for which we are unable to limit our liability in law.

You acknowledge and agree that no partner or employee of BPE Solicitors LLP shall have a liability to you for any loss or damage howsoever arising as a consequence of the acts or omissions of such partner or employee, and you agree not to make any claim personally against any partner or employee. This does not affect BPE's liability as a firm.

Regulatory Information

15. Undertakings

A **solicitor's undertaking** is a promise by a solicitor to do something, or not to do something (for example, to submit a document to the court, or not to send money to the other side's solicitors until you've given your permission).

It is a serious professional offence for a solicitor to fail to comply with an undertaking they have made, and it can result in the solicitor being subject to disciplinary proceedings, a financial penalty or even a court order forcing the solicitor to comply with the undertaking.

However, a recent court case has said that when an undertaking is made by a solicitor working for a limited liability partnership (an 'LLP'), the solicitor or LLP could still be subject to disciplinary proceedings or a financial penalty, but a court may not be able to order that solicitor or LLP to comply with the undertaking.

In the unlikely event that this situation arises when we are acting for you, we will not be liable for the costs of enforcing an undertaking against the solicitor or LLP on your behalf.

You will be responsible for paying the costs of enforcement in addition to any agreed fees, and we will discuss these additional costs with you. If you are successful in the enforcement action, the court may order the solicitor or LLP to pay some of your costs.

16. Foreign Account Tax Compliance Act

This US legislation applies to certain UK clients that operate on the basis of trusts or that have US shareholders, parent companies or directors.

Amongst other requirements, those clients are required to register with, and report their tax affairs to, the US tax authorities. In order to determine whether these rules apply to you, we strongly advise that you seek appropriate tax advice (if you have not already done so). We cannot advise you specifically on the need to register, but we can recommend you to specialist tax advisers if you ask us.

17. Regulatory information about this firm

BPE Solicitors LLP is a limited liability partnership registered in England and Wales with company number OC349012. We are authorised and regulated by the Solicitors Regulation Authority and subject to the Solicitors Standards and Regulations (www.sra.org.uk). A copy of the Standards and Regulations can be found online at <https://www.sra.org.uk/solicitors/standards-regulations/>, or we can provide you with a copy upon request. Our registered office is St James' House, St James' Square, Cheltenham, Gloucestershire, GL50 3PR. Our VAT registration number is GB275 2424 59.

We use the term "partner" to refer to a member of the LLP, or an employee or consultant who is a lawyer with equivalent standing and qualifications. No relationship of partnership (within the meaning of the Partnership Act 1890) exists between any of our partners. A list of the members of the LLP, and those non-members who are designated as partners, is displayed at our registered office.

We are committed to promoting equality and diversity in all of our dealings with clients, third parties and employees.

Please contact us if you would like a copy of our equality and diversity policy.

We are not authorised by the Financial Conduct Authority. However, we are an insurance distributor and included on the register maintained by the FCA so that we can carry on insurance distribution activity which is broadly, advising on and 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.

18. Miscellaneous terms

Using the documents and materials that we create for you

You have the right to use copies of materials we create for you for the particular purpose for which they were prepared. However, all copyright remains with us and you must obtain our permission if you wish to use copies of these materials for any other purposes. Please raise them with us immediately.

Communication by email

Please note that we do not encrypt our outgoing email messages. If you provide us with an email address, we assume that you are happy for us to communicate with you via email. If you do not wish us to store your emails, please do not correspond with us by email.

Third parties

Our services are provided solely for your benefit as our client, and our terms of business are enforceable only by you and us, and not by any third party. We have no duty to or responsibility towards any other person (unless that person is also a client), even if the objective of your instructions is to benefit a third party.

Enforceability of these terms and conditions

If any provision of these terms of business is invalid or unenforceable for any reason, that shall not affect the remainder of our agreement with you.

Applicable law

These terms of business are governed by English law, and any dispute between you and us shall be subject to the exclusive jurisdiction of the English courts.

Consumer Clients

19. Where you are a consumer client

Where you do not instruct us in the course of your business (eg. when we prepare your will, or act on a house sale or purchase, or advise you on family law matters), we are required to provide you with additional information, as follows:

- We cannot start work on your matter until you have signed and returned a copy of these terms to us, or sent us an email confirming you agree to these terms.
- From time to time, law enforcement agencies (such as HM Revenue & Customs or the police) may ask us to produce information or provide access to client files to investigate whether or not a crime (eg. Money laundering or tax evasion) has been committed. If we receive a notice or order from a law enforcement agency to produce information in relation to any of our files, we will charge you for our time in accordance with our standard hourly rates for dealing with that notice or order, but the law may mean that we are not be able to discuss the investigation and our compliance with any such notice or order with you.

- You have the right to withdraw your instructions by notifying us in writing (or by using the cancellation form available on our website at www.bpe.co.uk/cancellation/) within fourteen days of us receiving your instructions. Please note that if you have asked us to start work, including by signing and returning these terms, then we will be entitled to charge you for all work undertaken on your matter up to the point you withdraw your instructions. In all other cases, you are entitled to withdraw your instructions without incurring any fees.
- Your statutory rights are not affected by any of these terms and conditions. Further information on your statutory rights can be obtained from any solicitor, Trading Standards office or Citizens Advice Bureau.