

Brevis Terms of Business

The Brevis Terms of Business is a document which all of our clients are bound to. It works alongside a 'Letter of Engagement' which is a personalised agreement that we prepare based on the specific needs of our clients. By signing a Letter of Engagement, you acknowledge that you have 'engaged' us to act on your behalf in the ways described in your Letter of Engagement and here, in our Terms of Business.

Fees

Any bill/invoice should be settled immediately unless otherwise agreed in writing, such as in your Letter of Engagement. If a bill/invoice is not paid within the timeframes agreed, then we may charge interest on the total sum owed at a rate of 8% per year (for example, if you owed us £100 and failed to pay for 1 year, you could be required to pay £8 in interest). In addition, it is agreed that we will be entitled to recover our charges in connection with securing any debt owed. We ask that you be open, honest and responsive to help avoid any issues relating to fees and debt collection.

Responsibilities

Brevis is only obliged to represent you in the ways described in your Letter of Engagement and these terms. In agreeing to Brevis representing you, you have the following responsibilities as our client:

- To assist us where necessary, in obtaining all the facts we may require to work on your behalf.
- To inform us of any change in your contact details (address, telephone number, email address)
- To inform us of any changes in your circumstances which might be important to the work we are performing on your behalf
- To inform us of any changes to your income or assets
- To avoid communication with opposing parties or their representatives without prior consultation with ourselves. *For example, in the circumstance of purchasing a property, you should not speak to the seller (the opposing party) or the seller's solicitor (their representatives) directly without first speaking to Brevis.*

Once we Have Completed our Work

We will write to you to let you know that we are closing your file and, on request, we will send you any original papers and other relevant documentation for your safe-keeping. If you would like a copy of your file while it is stored, then we can provide you with a copy – we may ask for a reasonable fee for the location, preparation and delivery of documents and so you may wish to consider requesting specific items that you would like. **More information about our storage and erasure of your personal information will be sent to you at this time** and can also be found in the Brevis Privacy Policy at www.brevis.co.uk/privacy.

Other cases

In working for you on this case, Brevis is not obligated to work for you on any other cases, even where it is similar or relevant to our work on this case. We also do not have any obligation to find you alternative representation. **However, please do contact us where you think we can help.**

Deciding not to continue

You can ask us to stop working for you at any time, in writing. If, however, we have outstanding charges or expenses with you then we will be entitled to keep all of your papers and documents until payment has been received in full. Some of our services may include cancellation terms that mean you are not required to pay a fee and you should review your Letter of Engagement for details. In certain circumstances **we may decide to stop working for you but we would only do this with good reason.** I have listed some examples below:

- If you do not pay a bill
 - If you do not pay money on account when requested
 - If you do not give us clear or proper instructions
 - If we cannot continue to act without being in breach of rules of professional conduct
 - If there has been a breakdown in trust and confidence
- We may cease acting for you upon reasonable notice (subject to the court's approval, if required) where you have prevented us from properly conducting your matter

Transmission of Money from Settlement Funds

Where we are acting on your behalf in circumstances where you may receive a financial settlement, **we reserve the right to pay any outstanding fees or costs before transferring the remainder of the settlement money to you.** The fees and costs we refer to could include, for example, an outstanding Brevis invoice or 3rd party fees known as "disbursements".

Information Sharing (Disclosure)

We may be required to share of your personal information in order to comply with our legal and regulatory obligations. For further information, you should review the Brevis Privacy Policy at www.brevis.co.uk/privacy alongside your Letter of Engagement.

Client Money

In accordance with the SRA Accounts Rules, **money we hold on your behalf will be held in a bank account which stores only client money so that it is protected.** We may commonly refer to this bank account as the "client account". You may be entitled to interest from your money held in our client account and we will pay a fair and reasonable sum where this is the case – please contact us if you would like a copy of our Interest Policy.