

Section	Heading
1.	Introduction
1.1	Our agreement
1.2	Definitions
1.3	Who we are
1.4	Commencement
1.5	Acceptance
2.	Services
2.1	Scope
2.2	Evidence of identity
2.3	Responsibility for your work
2.4	Our advice
2.5	Your responsibilities
2.6	Your instructions, cooperation and documents
2.7	Use of professional third parties
2.8	Liability
3.	Conflict of Interest
4.	Fees and Expenses
4.1	Client money
4.2	Calculation of our charges
4.3	Disbursements
4.4	Expenses
4.5	Payment of invoices
4.6	VAT
4.7	Interest on unpaid bills
4.8	Lien
5.	Referral Agreements
6.	Intellectual Property
7.	Insurance
8.	Termination
8.1	Termination by you
8.2	Termination by us
8.3	Rights accrued due to termination
8.4	Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013
9.	Storage of Files and Documents
10.	Confidentiality
11.	Complaints
12.	Equality, Diversity and Inclusion
13.	Anti-Money Laundering
13.1	Money Laundering, Terrorist Financing and Transfer of Funds (Information on the Payer) Regulations 2017
13.2	Proceeds of Crime Act 2002
14.	Data Protection and Privacy Notice
14.1	Data controller
14.2	Right of access to your data
15.	Electronic Communication
16.	Cyber Security
16.1	Remote working
16.2	Managing risk
16.3	Beyond our control

1. Introduction

1.1 Our agreement

These are our general terms of business. You will also receive a Client Care Letter (CCL) setting out the terms that apply to the work we will do for you. The two documents together contain all the terms and conditions of the contract between you and us. If there is any difference between these terms and those in the CCL, the terms in the CCL will apply.

Signing and returning the CCL confirms the terms of the legally binding contract between you and us.

1.2 Definitions

The phrases listed below have specific meanings in this document.

Term	Meaning
Agent	Where we are legally empowered to act on your behalf with third parties.
CCL	Client care letter.
Confidential information	Specific information about you and your circumstances, or the work that we do for you.
Contract	The terms in this document and the CCL.
Engagement	The time that we are instructed to act for you.
FSCS	Financial Services Compensation Scheme.
Personal information	Any information that relates to you or to any other living person.
Personnel	Any director, employee or consultant of Brevis Law.
Privacy notice	A notice that sets out how we hold, share and use personal information, which we must give to you.
Solicitors Indemnity Insurance Rules	Rules that require firms that are authorised by the SRA to take out and maintain professional indemnity insurance.
SRA	Solicitors Regulation Authority.
Terms	Our general terms of business.
ToB	Terms of Business.
We, us our	FMC Law Ltd (trading as Brevis Law) and any organisation which may take over from us. 'We, us, our' does not refer to any particular member of our personnel.
Work	The transaction, case, issue or matter about which you have instructed us.
You, your	The individual, individuals or organisation named in the CCL.

1.3 Who we are

The contract is with FMC Law Limited which trades under trading names Brevis and Brevis Law. FMC Law Ltd is a private limited company incorporated in England and Wales. Our company registration number is 06340985. Our registered office is at Kings Court, London Road, Stevenage, SG1 2NG, UK.

We are a law firm, authorised and regulated by the Solicitors Regulation Authority. Our SRA number is 632987.

Our normal hours of business are 9.30 am to 5:30 pm (UK time), Monday to Friday.

1.4 Commencement

The terms will be effective on the date that you sign the CCL.

1.5 Acceptance

Unless otherwise agreed in writing, the terms will apply to any instructions you give us, including any future instructions on other matters. The terms may be reviewed from time to time. The most recent version is available to view on our **website** at brevis.co.uk/terms.

If there is any conflict between the terms and information contained in the CCL, the CCL will prevail.

2. Services

2.1 Scope

The scope of our work will be as set out in the CCL. By signing and returning the CCL you confirm that the scope of our work accurately describes the work you have asked us to provide. Our services are provided solely for you for the purposes set out in the CCL.

We will provide legal advice and services to you with reasonable skill and care.

The advice we give is confidential and for your exclusive use only. We do not accept responsibility to any third party who is not our client for the advice we give to you.

The work we do, will reflect the law at the time we provide the service. You may only rely on it for the specific work about which we are instructed.

We do not provide advice on tax, accountancy or investment advice of any kind.

2.2 Evidence of identity

We will need to undertake certain electronic checks, to verify your identity at the start of our business relationship with you. By instructing us, you agree to us undertaking these checks. We have engaged to Sum and Substance Ltd (UK), to collect evidence of, and verify the identity of individuals. If we cannot complete these checks, or we need any additional information, we may request extra documents from you.

2.3 Responsibility for your work

We aim to ensure that your work is carried out cost effectively by someone with the correct level of expertise. Every matter will have a Head of Department who has overall responsibility for it. You will be told who this is in our CCL. We will keep you informed of the progress of your matter and of any issues which may affect the nature or extent of the work being undertaken by us.

We rely on you for the accuracy of the information and documentation that you provide to us. We will not be liable for errors or losses which arise as a result of false, misleading or incomplete information or documentation; or from any act, delay or omission by you or by any third party.

Once a matter has been completed, we will report the outcome and explain any further action which needs to be taken. Our CCL in relation to that matter will then come to an end.

When we have completed the work, we will not be responsible for reminding you about future deadlines or obligations.

2.4 Our advice

Unless otherwise expressly agreed by us in writing, any advice given by us during our engagement:

- is exclusively for your benefit;
- may not be relied upon, without our prior written consent, by another person or quoted or referred to in a public document or published in any publication; and
- is strictly limited to the matters stated in it and does not apply by implication to any other matters.

Unless we have expressly agreed in writing, we will not be bound to:

- notify you of any changes in the law following the date on which the advice was given; or
- remind you of or to monitor any time limits, deadlines, dates or events.

2.5 Your responsibilities

You will provide us with clear, timely and accurate instructions, detailing your objectives and you will deal with all queries in a prompt manner.

You will provide all documentation required to complete our work in a timely manner.

You will notify us immediately if you become aware of any conflict of interest or any other reason which you believe may restrict or prevent us in acting for you or any third party.

If you are a company, we will assume that the terms are accepted by all directors and authorised officers of the company.

2.6 Your instructions, cooperation and documents

You must give us appropriate instructions that allow us to do our work properly and cooperate with us and any experts or third parties, instructed by us on your behalf. This may include the providing information and documents requested by us; complying with any applicable timetables or time limits; providing prompt instructions; co-operating with us; providing documents; and promptly settling our invoices (see paragraph 4.5 below).

You must not ask us to work in an improper or unreasonable way, or deliberately mislead us. Where you consist of more than one party, we will assume (unless otherwise agreed) that the instructions, acts or omissions of one party are the instructions, acts or omissions of all parties.

Where there are issues of authenticity or originals are required, it is essential that you provide us with the original documents wherever possible. We will not be liable if any document you provide to us is later found to have been altered before it was received by us, particularly in circumstances where the natural meaning of the document has changed as a result of any such alteration.

2.7 Use of professional third parties

If we need to engage professional third parties on your behalf (such as accountants, counsel, foreign lawyers or experts), we will do so as your agent. Unless otherwise agreed with you, where there is a choice available as to which third party professional to instruct, we will make that selection.

You will be liable to pay all the disbursements incurred in relation to that instruction (see paragraph 4.3). Services provided by a third party will be provided in line with their terms of business (provided to you). We will not be liable for any act or omission of any third party.

2.8 Liability

We do not assume liability to anyone else other than you in relation to advice provided to you, unless expressly provided in the terms and/or the CCL.

You agree not to bring any claim against personally against any of our directors, employees or consultants. Each such director, employee and consultant is entitled to the benefit of this provision under the Contracts (Rights of Third Parties) Act 1999. You must treat all correspondence, reports, and other communications that you receive from our personnel in connection with the work as being sent by Brevis Law. The advice given (and work done) by our personnel is given (or done) on our behalf and not by them as individuals.

Our liability for loss or damage caused by our negligence, breach of contract, misrepresentation is, unless otherwise stated in the CCL limited to a maximum sum of £3 million for each matter. This amount includes all legal and other costs that we may incur in defending any actions against us. Our liability is excluded entirely if we are obliged to comply with any legal obligations placed upon us which cause you loss. This limitation of liability provision will apply to every matter we handle for you unless otherwise agreed with you in writing.

The terms of our contract will be governed by and interpreted in line with the Law of England and Wales. Any dispute will be dependent on the exclusive jurisdiction of the English courts.

If any part of this contract is found by a court or other competent authority to be void or unenforceable, then that part will be treated as deleted. The remaining provisions of the contract will continue to apply.

We only advise on English law, and European Community law as it applies to English law. If you ask us to get advice from a law firm (or anyone else) in another country, that law firm (or other person) will be responsible for the services they provide.

3. Conflict of Interest

In a law firm, a conflict of interest arises if the firm finds itself under a duty to act in the best interests of two or more different clients on the same case or work and those interests are not the same, e.g. this can happen when the firm is instructed to act for both an employer and employee in relation to the prevention of illegal working.

It is our practice to check for any conflicts of interests before taking on engagements. We provide a variety of legal services to clients and cannot be certain that we will identify all situations where there may be a conflict with your interests.

If you become aware of any possible conflict, please let the relevant Head of Department know straightaway.

If we discover a conflict, we will have to refuse to accept your instructions or stop acting for you.

We will inform you immediately and assist you in finding new legal advisers and provide an effective transfer of the relevant matter to your new legal advisers. You agree to pay our costs to the date of any such transfer in line with these terms.

If we can no longer act due to the conflict, we will not be liable for any losses arising from the termination of the engagement.

4. Fees and Expenses

4.1 Client money

You must not disclose our client account bank details to anyone without our prior consent.

We do not accept any cash payments.

We cannot provide banking facilities due to strict regulatory requirements. We will not be able to receive money that does not directly relate to an ongoing transaction we are acting on, under any circumstances. We cannot distribute funds to parties not involved in the transaction.

Any money held by us on your behalf will be placed and held in our client account (held with National Westminster Bank Plc) strictly in line with the SRA Accounts Rules. We will not be liable for any loss of money due to a default by the bank.

concerned. However, in the unlikely event of a banking collapse, certain eligible deposits are protected by the FSCS. Further details on eligibility are available at www.fscs.org.uk.

In the event of a bank failure, you agree for us to disclose financial information to the FSCS to make a claim for compensation on your behalf.

We do not accept liability for any loss or damage suffered as a result of banking difficulties or delays.

Where we must pay or return money to you, it will be paid by bank transfer, and will not be paid to a third party. Any surplus money can only be returned to you as our client.

We will account to you for interest on money held on your behalf in accordance with our Interest policy on completion of your matter. Please contact us if you would like a copy of our Interest policy.

4.2 Calculation of our charges

Details of our charges are set out in our CCL. We may charge you on a fixed fee basis or on an hourly rate time basis.

<i>Fixed fees</i>	In the case of fixed fees, these are generally based on certain assumptions set out in our CCL and may be revised if these assumptions, or your instructions change.
<i>Hourly rates</i>	In the case of hourly rates, we record time in six-minute units. Details of our hourly rates can be found in the CCL.
<i>Estimates</i>	<p>Our fee estimates are given in good faith. Once we receive instructions from you, we can provide you with an estimate as to the likely costs, based on the factors referred to above and the information available to us at the time. You should not regard an estimate as a firm quotation, unless we expressly say it is. We will advise you as soon as practicable if we believe that the anticipated level of fees will exceed the amount of our estimate.</p> <p>Where we estimate the fees payable, our assessment will be based on the time required to do the work. However, in complex, difficult or urgent matters, or where we are required to work out of business hours work, an uplift may be added to reflect the circumstances. We may, if necessary, reserve amend the estimate at any time while we are carrying the work out for you. We will, however, notify you beforehand if we need to revise our estimate upwards.</p>

4.3 Disbursements

A disbursement is a payment we make on your behalf, e.g. court fees, paying a barrister expert witness, enquiry agent or overseas lawyer. Wherever possible we will provide you with an estimate of what disbursements are likely to be involved before we incur them. These costs will be shown separately on our invoices, and you will be liable to pay them. You will generally be required to provide us with funds before we incur significant disbursements on your behalf.

4.4 Expenses

We will charge you costs in relation to expenses incurred e.g. courier charges; travel expenses; photocopying; obtaining any necessary law reports; Faster Service and CHAPS Payments; additional charges for transfers outside the United Kingdom. This is not an exhaustive list.

Travel expenses will be charged at standard rate except where the nature and timing of the travel make it appropriate to travel first or business class. Travel expenses will be charged at cost. Car mileage is charged at a flat rate of 45p per mile.

4.5 Payment of invoices

Payment is due within 30 days from the delivery of the bill to you.

We may charge an administration fee to cover our costs associated with recovering outstanding invoices in the sum of £100 per invoice, for any invoice that remains unpaid for 30 days or more.

4.6 VAT

VAT will be added to our charges and to expenses as are subject to VAT at the rate that applies when the work is done (if applicable). Our VAT registration number is 938 1536 07.

VAT Regulations do not allow us to issue a VAT invoice to someone other than the person to whom our services were provided. Our invoices will always be addressed to the client to whom our services were provided, regardless of who pays them.

4.7 Interest on unpaid bills

We may charge interest after the due date for payment of our invoice has passed. Interest will be charged at the rate of 8% above the base rate for the time being and from time to time of National Westminster Bank Plc or, if the amount is recovered following the issue of court proceedings, at the rate applicable on judgment debts.

4.8 Lien

A lien is a right to keep possession of property belonging to another person until a debt owed by that person is discharged. We will be entitled to exercise a lien over all or any of your property, including money, deeds, documents and papers which we or our agents hold from time to time for all amounts and liabilities owed to us, by you, whether billed or not, in relation to any matter on which we act for you.

We will not be obliged to release any property until we have received payment of those amounts in full, from you.

5. Referral Agreements

From time to time, we may engage in referral agreements with third parties. This agreement is between us and the third party. If the third party will receive a payment or commission related to your matter, we will inform you of this arrangement in the CCL.

6. Intellectual Property

All copyright and intellectual property rights in any work and materials that we develop or create for you will remain to be our property unless specifically agreed otherwise. You are, however, permitted to use any materials for the purposes for which they were created.

7. Insurance

We have professional indemnity insurance with an insurer approved by the Solicitors Regulation Authority as a 'Qualifying Insurer' and in compliance with the Solicitors Indemnity Insurance Rules. Please ask us if you would like details of our insurance cover.

8. Termination

8.1 Termination by you

You can terminate your instructions in writing at any time.

8.2 Termination by us

We may stop acting for you if we believe that we have a good reason to do so, e.g., if a conflict of interest arises; you persistently refuse to provide information that we require; you persistently refuse to take our advice; or you do not pay your invoices on time.

8.3 Rights accrued due to termination

Termination will not affect any rights accrued by you or us under this contract. If either of us terminates our engagement, you agree to pay us for all work we have done (on an hourly basis) and all disbursements we have incurred prior to termination.

8.4 Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013

If you are a consumer, under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 (the Regulations), you may have the right to cancel the contract between us. If you are unsure whether you are a consumer or whether these Regulations apply to you, please ask us.

You have the right to cancel this contract within 14 days of signing the CCL without giving any reason. If you want to cancel you must tell us of your decision to cancel this contract by a clear statement (e.g. a letter sent by post, or email).

If you cancel the contract, we will reimburse all payments received from you, including the costs of delivery, unless you ask us to start work during the cancellation period. We will make the reimbursement:

- without undue delay within 14 days after the day on which we are informed about your decision to cancel the contract; and
- using the same means of payment as you used for the initial transaction unless you have expressly agreed otherwise.

You will not incur any fees because of the reimbursement.

We cannot start work during the cancellation period unless you instruct us to do so in writing. In most cases, if you ask us to start work before the end of the cancellation period you are still entitled to cancel the contract. You only lose the right to cancel if we fully complete the work within the cancellation period. If this happens, you will have to pay us in full for the work done. If you cancel during the cancellation period after agreeing that we can start work, we can charge you for the work we have done on a pro-rata basis.

9. Storage of Files and Documents

We do not keep physical files and retain only electronic files. The general correspondence and draft documents on the files we prepare for your matter are your property but all written statements of communication e.g., attendance notes, file notes, memorandums, and internal emails will remain our property.

Upon payment of our fees and disbursements you will be entitled to receive such correspondence and documents. We will keep an electronic copy of our file. Our Privacy Notice sets out how long we will keep these papers. You can find the most up-to-date privacy notice on our **website** at brevis.co.uk/privacy.

We will keep a copy of your file, even if we send it to you or to another solicitor. This is so we can manage any possible risk to our business.

Your electronic file will be archived after your matter finishes but will still be accessible. You can request a copy of our file after it has been archived.

We will keep copies of your file, even if we hand over the original paper file or an electronic copy to you or to another solicitor. This is so we can manage any possible risk to our business. We may hold these copies electronically or in paper form.

10. Confidentiality

All our work and dealings with you are strictly confidential, apart from any exceptions stated in this document we will not release confidential information without your permission.

We may also need to reveal confidential information in other situations. You agree to us releasing confidential information to:

- our auditors and the Solicitors Regulation Authority for audit, quality-control and other purposes;

- our insurers, whether or not you have made a claim against us;
- our legal advisers;
- regulatory and tax authorities;
- other professional advisers, such as barristers or foreign lawyers, who we may instruct on your behalf to advise you; and
- companies or people who carry out typing, photocopying, archiving or other non-legal tasks on our files, to make sure your work is done on time. We will ask these people to sign a confidentiality agreement. If you do not want any of your work to be dealt with in this way, please tell us as soon as possible.

11. Complaints

If something goes wrong, we need you to tell us about it. This will help us improve our standards. If you ever have any concerns, please notify your primary contact.

If your concerns cannot be resolved informally or you would prefer to raise a formal complaint, you can do so by going to www.brevis.co.uk/submit-complaint and filling out our online complaints form. This will help us ensure we have understood your complaint in the first instance. Alternatively you can raise your complaint via email to complaints@brevis.co.uk or in writing to our office; Brevis, Kings Court, London Road, Stevenage, SG1 2NG – when doing so we ask that you be clear and concise to help us understand your concerns as well as what you would like us to do to put things right.

It can take us up to 28 days to investigate a formal complaint but, in some circumstances, we may ask for more time. For our full Complaints Procedure, please visit brevis.co.uk/complaints.

If you remain unhappy with our response, or we fail to respond, you also have the right to escalate your complaint to the Legal Ombudsman. To learn more about the Legal Ombudsman, please visit www.legalombudsman.org.uk.

The Legal Ombudsman expects complaints to be made to them either i) within a year of the date of the act or omission about which you are concerned or ii) within a year of you realising there was a concern. Additionally, you are required to refer your concerns to the Legal Ombudsman within six months of our Final Response.

12. Equality, Diversity and Inclusion

We are committed to promoting equality, diversity and inclusion 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.

13. Anti-Money Laundering

13.1 Money Laundering, Terrorist Financing and Transfer of Funds (Information on the Payer) Regulations 2017

We are under strict requirements stated in the Money Laundering, Terrorist Financing and Transfer of Funds (Information on the Payer) Regulations 2017 to obtain formal identification evidence of our clients; understand the source of funds; business affairs; and the funding on a transaction for the purposes of anti-money laundering and terrorist financing legislation. You agree to provide evidence of your identity and the identity of directors, partners, trustees and beneficial owners of your company or firm and of all connected shareholders and parties as we may request to comply with our obligations under the legislation and regulations. This is necessary even though we may have acted for you before, or even if you or your organisation are personally known to us, as we must repeat these checks periodically.

We may stop acting for you if you do not provide adequate evidence of identity within 14 days of being asked by us to do so.

We must be satisfied that all identification checks and source of funds are complete and disclosed before receiving any client money and continuing to act.

13.2 Proceeds of Crime Act 2002

We are also required under the Proceeds of Crime Act 2002 to report certain suspicious transactions to the authorities. This overrides our duties of confidentiality to our clients. Where this occurs, we cannot allow the transaction to continue until we receive authorisation. In certain circumstances, we must report any evidence or suspicion of money laundering to the National Crime Agency (NCA). The law prevents us from notifying you that a report has been made.

We will not have any liability to you for any direct or indirect loss or damage you incur as a consequence from our compliance with our duties outlined in this section.

You agree to reimburse us for any costs we reasonably incur in complying with any disclosure requirement referred to above.

14. Data Protection and Privacy Notice

14.1 Data Controller

Our service to you includes analysing and processing personal information. Under data protection law we are the 'data controller' of that personal information. We are registered with the Information Commissioner's Office as a Data Controller. Our registration number is ZI461720.

If you provide us with personal information, please ensure that you keep us informed of any changes to personal data, including email and mobile phone numbers, which you supply to us in connection with our engagement. You are responsible for meeting all data protection laws when you give us that information. You are also responsible for the accuracy and quality of the personal information you give us.

14.2 Right of access to your data

You have a right of access under data protection legislation to the personal data that we hold about you. We may use third parties to process your personal data for us to obtain goods and services related to your engagement or appropriate for the running of our firm. We do not sell personal data to third parties for marketing or other commercial purposes.

Our privacy notice sets out:

- what personal information we collect;
- our legal reasons for collecting the information;
- how the information will be used;
- other people we may share the information with;
- how long the information will be stored for;
- your rights over the information; and
- how to make a complaint or exercise your rights if you are concerned about how we are using your information.

You can find the most up-to-date privacy notice on our **website at [brevis.co.uk/privacy](https://www.brevis.co.uk/privacy)**

15. Electronic Communication

We routinely send emails unless we have been asked not to do so. However, we cannot guarantee that emails will arrive on time or be secure or free from viruses, computer errors or other programming corruption.

Unless you tell us otherwise, you confirm that you accept these risks, and you give us permission to send you emails. You agree that you are responsible for any emails you send. Neither you or us will have any legal responsibility to each other for claims of damage or loss arising from viruses, computer errors or other programming corruption in connection with any emails.

Emails may be read by someone who is not the intended reader, even if addressed correctly by the sender. Unless you have told us not to use email, we will not take responsibility for an email sent by us being seen by someone other than the person it is addressed to because of circumstances beyond our control. We recommend you take great care if copying emails from us to other people or passing on our advice in any other way. Information revealed in this way (including any other relevant communications between us) may result in loss of confidentiality or legal privilege. A loss of legal privilege may, for example, harm your chances of success in a court case - even if the court case is not directly the subject of our advice - because the email may need to be released under court rules to the other side and the court.

We may monitor email communications in line with relevant law and regulations.

Please let us know if you have any questions about the effect of your emails being revealed to other people and if we should address any correspondence to you in any other way.

16. Cyber Security

16.1 Remote working

We may provide our services via remote working. We have taken steps to ensure that in doing so our systems and working practices are secure to preserve client confidentiality.

16.2 Managing risk

There are inherent risks associated with communication by email, SMS and other internet-based systems. The internet is an insecure medium of communication as messages can pass through unregulated service providers and networks used by the internet are vulnerable to illegal hacks or forms of legal interception. Law firms, their clients, and associated third parties are an increasing target for hackers. Damage and loss can also be caused by viruses and malware.

We install various means to prevent such cyber threats and regularly keep them under review. Please make sure that you also have a proper means of checking for viruses and other malware in any emails and attachments, especially those received from third parties. We will regard any email address that you provide us to communicate with you as secure. You agree to consent to the risks associated with the use of that email.

If we are acting for you in a personal capacity and you ask us to use your work email address, we cannot accept liability for any issues that may arise with your employer as a result.

16.3 Beyond our control

We cannot accept responsibility for the accuracy or completeness of the content of any emails or attachments once they have left the servers we use (including any corruption or alteration which may have occurred after sending).

Most firms have experienced a situation where a client or third party email account has been hacked, the details of the matter obtained and a scam email, adopting apparently legitimate signatures and the logo of the firm is sent to the client or third party seeking to redirect a payment to a new account. You should alert the relevant Head of Department if you receive any such email, and only do so using the telephone number on which you usually contact them (not on a telephone number contained in the suspect email).

