Terms of Business

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1. Our contract with you

1.1 These Terms of Business (as updated from time to time) apply to all work we do on your behalf. It is an important document - please read and keep it in a safe place for future reference.

1.2 Each time you instruct us on a new matter we will send you a letter confirming your instructions and setting out the scope of the work we will carry out for you, our fees and individual contact details. This is called the Letter of Engagement. These Terms of Business should be read together with the Letter of Engagement - together they form the contract between us.

1.3 Although your continuing instructions in this matter will amount to your acceptance of these Terms of Business, we ask that you sign, date and return one copy of our Letter of Engagement for our file.

1.4 Unless otherwise agreed, these Terms of Business will apply to all future instructions you give us on this or any other matter.

1.5 These Terms of Business are subject to change from time to time.

1.6 This contract and any dispute or claim arising out of, or in connection with, it, its subject matter or formation (including non-contractual disputes or claims) shall be governed by, and construed in accordance with, the laws of England and Wales.

1.7 Under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 for some non-business instructions you may have the right to cancel your instructions without charge within 14 days from the date on which you asked us to act for you. If you have a right to cancel your instructions, this will be confirmed in the Letter of Engagement or funding documentation.

2. About us

2.1 Bridge McFarland LLP is a Limited Liability Partnership incorporated in England and Wales with registered number OC419565. Our registered office is at Sibthorp House, 351-355 High Street, Lincoln, LN5 7BN. We use the term 'partner' to refer to our members.

2.2 You can find details of the postal address, fax number, telephone number and email address of each office on our website at www.bridgemcfarland.co.uk.

2.3 Bridge McFarland LLP is authorised and regulated by the Solicitors Regulation Authority (SRA), The Cube, 199 Wharfside Street, Birmingham, B1 1RN. The SRA is the independent regulatory arm of the Law Society of England and Wales, our professional body. Bridge McFarland LLP and our solicitors are governed by Codes of Conduct and other professional rules, which you can access on the SRA's website at www.sra.org.uk or by calling 0370 606 2555. Our SRA authorisation number is 657877. All services provided by Bridge McFarland LLP are regulated by the SRA.

2.4 We are registered for VAT purposes. Our VAT registration number is 288532913.

2.5 Where we say 'we', 'us' or 'our' in these Terms of Business, we mean Bridge McFarland LLP.

3. About you

Where we say 'you' or 'your' in these Terms of Business, we mean the client identified in the Letter of Engagement and anyone authorised to give instructions on that client's behalf.

4. Our responsibilities and your responsibilities

What you can expect of us	What we expect of you
• Treat you fairly and with respect • Communicate with you in plain language • Review your matter regularly • Provide you with information relating to the cost of your matter • 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	• 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 to us • 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 deal with your matter • Ensure that all information provided to us is complete in all material respects and not misleading or fundamentally dishonest in accordance with section 57 Criminal Justice and Courts Act 2015

5. Scope of our legal services

5.1 The scope of the services we will provide is set out in the Letter of Engagement.

5.2 We will provide legal advice and services to you with reasonable care and skill. However, the nature of many types of legal work means that it is not possible to guarantee a particular outcome.

5.3 Unless otherwise agreed in writing, we will advise only on English law.

5.4 We will not advise on surveying, valuation, commercial viability, trading or marketability issues. We only advise on tax when we have expressly agreed in writing to do so. We may communicate or interact with His Majesty's Revenue & Customs on your behalf where this is necessary or incidental to the legal services we provide. Such activities do not, of themselves, constitute an agreement by us to provide tax advice or tax planning advice. Except as described at section 14 (Financial services), we do not provide financial services or advice.

5.5 If you ask us to obtain advice from another law firm, that firm will be responsible for the service and advice they provide.

5.6 Unless otherwise agreed in writing, our advice and any documents we prepare:

(a) are for use only in connection with the specific matter on which we are instructed;

(b) can only be relied on by you; and

(c) reflect the law in force at the relevant time.

6. Service standards

6.1 We are normally open between 9am and 5pm from Monday to Friday. We are closed on all bank holidays.

6.2 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.

6.3 We will update you at appropriate intervals on the likely timescale for each stage of your matter and any important changes in those estimates.

6.4 We will update you on the cost of your matter at the intervals set out in the Letter of Engagement. If appropriate, we will continue to review whether there are alternative methods by which your matter can be funded.

6.5 We are committed to acting in a way that encourages equality, diversity and inclusion in all our dealings with clients, third parties and employees. Please contact us if you would like a copy of our equality and diversity policy.

7. Our liability to you

7.1 Your contract is solely with Bridge McFarland LLP. No representative, member, officer, employee or consultant of Bridge McFarland LLP will have any personal legal liability for any loss or claim.

7.2 Unless explicitly agreed otherwise, in writing:

(a) we do not owe, nor do we accept, any duty to any person other than you; and

(b) we do not accept any liability or responsibility for any consequences arising from reliance upon our advice by any person other than you.

7.3 We are not responsible for any failure to advise or comment on matters falling outside the scope of our instructions, as set out in the Letter of Engagement.

7.4 Our maximum liability to you (or any other party we have agreed may rely on our services) in relation to any single matter or any group of connected matters which may be aggregated by our insurers will be £3,000,000 including interest but excluding costs unless we expressly state a different figure in the Letter of Engagement.

7.5 We will not be liable for any of the following (whether direct or indirect):

(a) losses not caused by any breach of contract or tort on the part of the firm;

(b) loss of revenue;

(c) loss of profit;

(d) loss of or corruption to data;

(e) loss of use;

(f) loss of production;

(g) loss of contract;

(h) loss of opportunity;

(i) loss of savings, discount or rebate (whether actual or anticipated); and

(j) harm to reputation or loss of goodwill.

7.6 Nothing in these Terms of Business shall exclude or restrict our liability in respect of:

(a) death or personal injury caused by our negligence;

(b) fraud or fraudulent misrepresentation;

(c) any losses caused by wilful misconduct or dishonesty;

(d) any other losses which cannot be excluded or limited by applicable law.

8. Our charges and billing

8.1 You are liable to pay legal costs as set out in the Letter of Engagement, which also states the arrangements for billing.

8.2 Our estimates are based on the anticipated scope and reasonable requirements of your matter. If you ask us to undertake additional work, including considering or responding to extensive, repetitive, unreasonable or disproportionate questions, comments or requests generated wholly or partly through the use of artificial intelligence, that work may fall outside of our estimate. In those circumstances, we reserve the right to revise or exceed our estimate and to charge for the additional time incurred at the applicable hourly rates. Where reasonably practicable, we will notify you before incurring material additional costs.

8.3 The hourly rates of our fee earners are reviewed from time to time and we reserve the right to increase those rates on review. If our hourly rates are increased during the course of your matter you will be notified of any change and also of the date from which that change will take effect.

8.4 We may deliver our bills to you electronically. Please let us know if you have any particular requirements for the delivery of our bills.

8.5 Our bills become due for payment within 14 days of the date of the bill unless otherwise agreed in writing.

8.6 Please inform us if you would like a third party to be responsible for paying our bills or any part of them. We must approve this in advance and we will need the party's name, contact details and any other information or identification documents we request. It is your responsibility to pay our bills even if someone else has agreed to pay some or all of them and our bills will still be addressed to you.

8.7 We may charge interest on overdue bills after 14 days (or such other date as is otherwise agreed between us) until the date of payment. The rate that we apply is 10% per annum.

8.8 We may cease acting for you if an interim bill remains unpaid after 14 days (or other period as agreed between us) or if our reasonable request for a payment on account of costs is not met.

8.9 We have the right to retain your money, documents and property (whether held in relation to the services for which payment has not been made or any other services) until you have paid us in full.

8.10 You have the right to challenge or complain about our bill. Please see the Complaints section below for details of how to complain about our bill.

8.11 You have the right to challenge our bill by applying to the court to assess the bill under the Solicitors Act 1974. The usual time limit for applying to the court for an assessment is one month from the date of delivery of the bill.

9. Confidentiality

9.1 We will keep your information confidential, unless:

(a) you consent to the disclosure of that information;

(b) disclosure of the information is required or permitted by law; or

(c) these Terms of Business state otherwise.

9.2 Unless you instruct us otherwise, we may contact you or others by email. We deploy a range of information security measures, but we cannot guarantee the security of information or documents sent by email. If you do not wish us to communicate information by email, please let us know.

9.3 Sometimes we ask other companies or people to assist in providing our services to you in order to help us deliver efficient, cost-effective legal services. We ensure all outsourcing providers operate under service agreements that are consistent with our legal and professional obligations, including in relation to confidentiality.

9.4 External organisations such as the Information Commissioner's Office, Lexcel or other accreditation providers and the SRA may conduct audit or quality checks on our practice from time to time. They may wish to audit or quality check your file and related papers for this purpose. We will require that these external organisations maintain confidentiality in relation to any files and papers which are audited or quality checked.

9.5 Your files may also be reviewed in a due diligence exercise relating to the sale or transfer of all or part of our business, the acquisition of another business by us or the acquisition of new business. If you do not wish your file to be used in this way, please let us know as soon as possible.

9.6 Joint Instructions - Each joint client permits us to disclose to any other of the joint clients at any time any information which we would otherwise be prohibited from so disclosing by virtue of our duty of confidentiality. If any joint client ends this permission during the provision of the relevant services, or if a conflict of interest otherwise arises between joint clients, we may suspend or terminate the provision of services related to that matter to one or more of the joint clients.

9.7 If any joint client asks us to transfer documents, unless we have the permission of both, we will retain any original documents and will supply copies to the individual client as requested.

9.8 Please also see section 19 (Warning: Your use of artificial intelligence (AI) and AI-enabled systems or devices), which contains important guidance about the confidentiality, data protection and privilege risks that may arise if documents or information relating to your matter are uploaded to, stored on, accessed through or processed by artificial intelligence systems or AI-enabled devices, applications, accounts or services.

10. Privacy and data protection

10.1 We use your personal data primarily to provide legal services to you, but also for related purposes such as administration, billing and record-keeping, and to inform you of our services and events that we think may be of interest to you.

10.2 Our use of your personal data is subject to your instructions, the UK General Data Protection Regulation (UKGDPR), other relevant UK data protection legislation and our professional duty of confidentiality.

10.3 We take your privacy very seriously. Please read the enclosed Privacy Policy carefully as it contains important information on how and why we collect, process and store your personal data. It also explains your rights in relation to your personal data. The Privacy Policy is also available on our website at https://www.bridgemcfarland.co.uk/privacy.

10.4 We use third-party service providers to help us deliver efficient, cost-effective legal services. This may include document/information hosting, sharing, transfer, analysis, processing or storage. We ensure all third-party service providers operate under service agreements that are consistent with our legal and professional obligations, including in relation to confidentiality, privacy and data protection. If you instruct us to use an

alternative provider for storing, sharing or exchanging documents/information, we are not responsible for the security of the data or the provider's security standards.

11. Banking and related matters

11.1 Our client account – Unless agreed otherwise, we hold client money in various accounts with UK banks which are regulated by the Financial Conduct Authority (FCA).

11.2 Changes to our bank details – We will never tell you of changes to important business information, such as bank account details, by email. Please 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.

11.3 Payment of interest

(a) We will pay a fair sum of interest to clients or third parties on client money we hold on their behalf.

(b) We will not pay interest:

(i) on money we are instructed to hold outside a client account in a manner that does not attract interest, e.g. cash held in our safe;

(ii) where the amount of interest is less than £100;

(iii) where we agree otherwise, in writing, with the client or third party for whom the money is held.

11.4 Bank failure and the Financial Services Compensation Scheme

(a) We are not liable for any losses you suffer as a result of any bank in which we hold client money being unable to repay depositors in full. You may, however, be protected by the Financial Services Compensation Scheme (FSCS).

(b) The FSCS is the UK's statutory fund of last resort for customers of banking institutions. The FSCS can pay compensation up to £120,000 if a banking institution is unable, or likely to be unable, to pay claims against it.

(c) The limit is £120,000 per banking institution. If you hold other personal money in the same banking institution as our client account, the limit remains £120,000 in total. Some banking institutions have several brands. The compensation limit is £120,000 per institution, not per brand.

(d) The FSCS also provides up to £1.4m of short-term protection for certain high balances, e.g. relating to property transactions, inheritance, divorce or dissolution of a civil partnership, unfair dismissal, redundancy, and personal injury compensation (there is no financial limit on protection for personal injury compensation). This is called the temporary high balance scheme and, if it applies, protection lasts for a maximum of six months.

(e) The FSCS (including the temporary high balance scheme) will apply to qualifying balances held in our client account. In the unlikely event of a deposit-taking institution failure, we will presume (unless we hear from you in writing to the contrary) that we have your consent to disclose necessary client details to the FSCS.

(f) More information about the FSCS can be found at https://www.fscs.org.uk.

11.5 Receiving and paying funds

(a) Our policy is to only accept cash up to £500.00 for anything other than on account of our costs. In relation to our costs, the maximum amount of cash that we can receive is £2,400.00 without prior authority.

(b) If we receive money in relation to your matter from an unexpected source, there may be a delay in your matter and we may decide to charge you for any additional checks we decide are necessary.

(c) Where we have to pay money to you, it will be paid by bank transfer. We will only make payment to you personally for any monies owed. It will not be paid in cash or to a third party.

12. Prevention of money laundering and terrorist financing

12.1 To comply with anti-money laundering and counter-terrorism financing requirements, we will ask you for proof of your identity and will conduct searches or enquiries for this purpose. We will also be required to identify and verify the identity of other persons such as directors or beneficial owners. If you or they do not provide us with the required information promptly, your matter may be delayed.

12.2 You agree that we may carry out checks using online electronic verification systems or other databases that we consider appropriate.

12.3 You must not send us any money until we have told you that these checks have been completed.

12.4 We will not usually charge you for undertaking identification and verification checks, but we reserve the right to do so where the checks are likely to be significantly more time-consuming than we would normally expect.

12.5 We may ask you to confirm the source of any money you have sent us or will send us. If you do not provide us with that information promptly, your matter may be delayed.

12.6 Any personal data we receive from you for the purpose of preventing money laundering or terrorist financing will be used only for that purpose or:

(a) with your consent, or

(b) as permitted by or under another enactment.

12.7 We are professionally and legally obliged to keep your affairs confidential. However, we may be required by law to make a disclosure to the National Crime Agency where we 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.

12.8 We shall not be liable for any loss arising from or connected with our compliance with any statutory obligation, or our reasonable belief that we are required to report matters to the relevant authorities under anti-money laundering or terrorist financing legislation.

13. Foreign Account Tax Compliance Act

13.1 Unless expressly indicated in the Letter of Engagement, we will not advise in relation to US or UK reporting obligations as a result of the US Foreign Account Tax Compliance Act (FATCA). We may, however, ask you to confirm your reporting status, for instance by requesting your Global Intermediary Identification Number (GIIN).

13.2 To comply with the law, we may have to share some of your information, including your FATCA status and, if applicable, your GIIN with financial institutions. It is vital that we keep your information current at all times. You are responsible for communicating to us any changes in circumstances that may alter your FATCA status.

14. Financial services

14.1 We are not authorised by the Financial Conduct Authority. However, we are included on the register maintained by the Financial Conduct Authority so that we can carry on insurance distribution activity, which broadly comprises advising on, selling and administering insurance contracts. This part of our business, including arrangements for complaints or redress if something goes wrong, is regulated by the Solicitors Regulation Authority. The register can be accessed via the Financial Conduct Authority website at www.fca.org.uk/firms/financial-services-register.

14.2 We are not authorised by the Financial Conduct Authority (FCA) in relation to consumer credit services. However, because we are regulated by the SRA, we may be able to provide certain limited consumer credit services where these are closely linked to the legal work we are doing for you. This is because we are members of the Law Society of England and Wales, which is a designated professional body for the purposes of the Financial Services and Markets Act 2000.

15. Professional indemnity insurance

15.1 We have professional indemnity insurance giving cover for claims against us. Details of this insurance, including contact details of our insurer and the territorial coverage of the policy, are available on our website, or can be provided on request.

15.2 It is a condition of our professional indemnity insurance that we notify our insurer and/or broker of any circumstances which may give rise to a claim against us. In doing so, we may disclose documents and information to our insurer, broker and insurance advisers on a confidential basis. Our insurers and brokers are contractually obliged to keep all information we pass to them strictly confidential.

16. Complaints

16.1 We are committed to providing high-quality legal advice and client care. If you are unhappy about any aspect of our service or charges, please raise this with the person dealing with your matter, or with their supervisor, in the first instance. If you feel unable to do so, or you are not satisfied with the response, please contact Natalie Thomas by telephone on 01522 518888, by email at nat@bmcf.co.uk or by post to Bridge McFarland LLP, Sibthorp House, 351-355 High Street, Lincoln, LN5 7BN. We have a written procedure that sets out how we handle complaints. It is available on our website at https://www.bridgemcfarland.co.uk/complaints-procedure.

16.2 We have eight weeks to consider your complaint. If we have not resolved it within this time, you may be able to complain to the Legal Ombudsman. This applies if you are an individual, a business with fewer than 10 employees and turnover or assets not exceeding the applicable threshold, a charity or trust with a net income of less than £1m, or if you fall within certain other categories. You can find out more from the Legal Ombudsman.

16.3 The Legal Ombudsman's contact details are:

Address: PO Box 6167, Slough, SL1 0EH

Telephone: 0300 555 0333

Email: enquiries@legalombudsman.org.uk

Website: www.legalombudsman.org.uk

16.4 You must refer your concerns to the Legal Ombudsman within six months of our final response to you. The Legal Ombudsman expects complaints to be made to them within a year of the date of the act or omission about which you are concerned or within a year

of you realising there was a concern. Generally, the Legal Ombudsman deals with complaints relating to acts or omissions that happened after 5 October 2010.

17. Terminating your instructions

17.1 You may terminate our appointment at any time by giving us notice in writing. We can keep all your papers and documents while there is still money owed to us for our charges or disbursements.

17.2 We will only decide to stop acting for you with good reason, for example:

(a) The threat or risk of violence, injury or other danger to the physical, psychological or moral well-being of any of our personnel; or

(b) The discovery of a conflict of interest; or

(c) Your requesting us to break the law or any professional requirement; or

(d) The relationship of trust and confidence necessary between solicitor and client ceases to exist; or

(e) Your failure to pay us any amount due, or money on account requested; or

(f) Your insolvency; or

(g) Your failure to give us adequate instructions; or

(h) Our being forbidden to act by the National Crime Agency; or

(i) Our reasonable belief that our continuing to represent you may cause damage to the professional or personal reputation of our firm or any of its personnel; or

(j) Your requesting us to act against our own advice and in circumstances which we do not believe are in your best interests; or

(k) Any other breach by you of these terms, including but not limited to those set out in sections 19 and 20 below.

17.3 If you or we decide that we should stop acting for you, we will charge you for the work we have done. This will be calculated on the basis set out in the Letter of Engagement.

17.4 We are not responsible for reminding you about important dates and/or any deadlines and/or any changes to the law after our appointment has been terminated.

18. Storage and retrieval of files

18.1 We may create and hold client files in hard copy (paper), electronically or a combination of both.

18.2 We normally store client files (except any of your papers you ask to be returned to you) for a minimum of 6 years after we send you our final bill. Unless you instruct us to the contrary, we may destroy our paper file once this period has passed. We currently hold our electronic files indefinitely. We will not destroy original documents such as wills, deeds and other securities which we have agreed to hold in safe custody but we may, on reasonable notice, send them to you for safekeeping.

18.3 We will not charge for this storage, and if we prepare a deed or a will for you we will store it free of charge.

18.4 If 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.

18.5 If we retrieve your file from storage for another reason, we may charge you for:

(a) time spent retrieving the file and producing it to you; and/or

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

(c) providing additional copies of any documents.

18.6 For information on how long we will hold your personal data, see our Privacy Policy.

19. Warning: your use of artificial intelligence (AI) and AI-enabled systems or devices

19.1 We strongly advise you not to upload, copy, paste, summarise, scan or otherwise make available to any AI-enabled system or connected device any advice, correspondence, case papers, court documents, medical records, financial information or other confidential or sensitive material relating to your matter. This includes systems such as ChatGPT, Copilot, Gemini, Claude, Apple Intelligence and similar tools.

19.2 AI features are increasingly built into devices, operating systems, browsers, email services, cloud storage platforms, document software and other applications. These features may, depending on the product and your settings, be able to access, index, analyse, summarise, retain or otherwise process documents or information stored on, opened through, synced with or accessible from those systems.

19.3 We also strongly advise you not to store or access documents relating to your matter on any device, account, application, cloud service or platform where AI features may process them, unless you have checked and configured the relevant settings so that such processing will not take place. This includes checking whether AI features, cloud synchronisation, automated analysis, document indexing, transcription, summarisation or training functions are enabled.

19.4 If you choose to use AI-enabled systems or AI-enabled devices, applications, accounts or services in connection with your matter, you are responsible for checking and managing the relevant settings. We are not responsible for the security, confidentiality or processing of documents or information once they are stored, uploaded, accessed or processed through systems, devices, accounts or services controlled by you or by third parties chosen by you.

19.5 Using AI-enabled systems, AI-enabled devices or AI-enabled services in connection with your matter may result in disclosure of confidential, privileged or sensitive information to third parties, may result in information being stored or processed outside your control, and may create risks for confidentiality, data protection and legal professional privilege. Where this occurs we may cease acting for you.

19.6 Where your use of artificial intelligence results in additional work for us, the provisions of section 8 concerning our charges and estimates will apply.

20. Fundamental dishonesty: Section 57 Criminal Justice and Courts Act 2015

20.1 The court must dismiss a personal injury claim where it finds that the claimant has been fundamentally dishonest in relation to the claim or a related claim, unless it deems that it would serve a substantial injustice to the claimant if it was dismissed.

20.2 In addition, the court may order you to pay costs, which may not be recoverable under any insurance policy taken out before or after the claim commenced.

20.3 Bridge McFarland LLP will not be liable in these circumstances.

20.4 Client honesty and cooperation

- You must ensure that all information provided to us is accurate, complete and not misleading in any material respect.
- You must disclose all material information relevant to your matter whether or not you consider it supportive of your case.
- You must not deliberately withhold relevant information, destroy evidence, alter evidence or allow evidence to be altered.
- You must cooperate fully with us and comply with all reasonable requests for information, documentation and instructions.

20.5 Consequences of dishonest or misleading conduct

Where we reasonably conclude that any of the following has occurred, we may immediately cease acting for you:

- information provided by you was false, misleading or materially incomplete;
- you failed to disclose material information or evidence;
- you acted dishonestly;
- you failed to cooperate with the proper conduct of the matter; or
- your conduct materially prejudiced the prospects of success of the matter.

If we cease acting for these reasons, or continue acting but recommend that your claim is discontinued, abandoned, compromised, settled or otherwise concluded without recovery of damages or on terms less favourable than would otherwise have been achieved, you will remain liable for all fees, costs, disbursements, counsel's fees and other liabilities incurred by us up to the date of termination, resolution or discontinuance, notwithstanding any alternative funding arrangement, conditional fee agreement or insurance arrangement in place.

You will also indemnify us against any liability we incur to third parties arising directly from your breach of these obligations.