

WTB Solicitors LLP - Terms of Business (the terms on which we act for you)

If you require this document in a large print please let us know

1. Introduction

We are proposing to provide legal services to you, and we therefore have to agree the terms on which we will provide them. This document, along with our accompanying engagement letter, sets out our proposed terms for your agreement: while this document contains the terms which apply generally, the engagement letter contains the terms which apply specifically to your case. If they are inconsistent, the terms in the engagement letter will prevail.

Before we start working for you, there are a number of issues which we want to explain, for your benefit. This means that our terms are detailed. It is important that you read through them, and are happy with them.

Please sign and return a copy of these Terms and the client engagement letter to indicate your agreement to them. If you do not agree to them, please contact us immediately. If you do neither but continue instructing us, we will take it from your continuing instructions that you agree to these Terms and the terms set out in the client engagement letter.

This is not a contentious business agreement within the provisions of section 59 of the Solicitors Act 1974.

WTB Solicitors LLP is a 'recognised body' as defined in the SRA Handbook Glossary 2012, authorised and regulated by the Solicitors Regulation Authority in the United Kingdom. The members of WTB Solicitors LLP are authorised to practise in England & Wales, and regulated by the Solicitors Regulation Authority. The firm's registration number is OC377563. The firm's SRA number is 571775. The contact details for the Solicitors Regulation Authority are Ipsley Court, Berrington Close, Redditch, B98 0TD (postal address); contactcentre@sra.org.uk (email); 0870 606 2555 (telephone). Our professional rules may be accessed at www.sra.org.uk/handbook.

2. The standards of service we aim to provide

The accompanying engagement letter sets out what legal services we are to provide in your case. In performing our services, we shall use reasonable care to:

- Represent your interests, and keep your business confidential;
- Explain to you the legal work which may be required and the prospects of a successful outcome;
- Explain the likely degree of financial risk in relation to legal costs which you will be taking on;
- Inform you regularly of progress or, if there is none, let you know when you are likely to hear from us;
- Deal promptly with your queries.

Our normal office hours are 9.00am to 5.30pm, Monday to Friday excluding public holidays.

3. Equality and diversity

We are committed to promoting equality and diversity 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.

4. Who is responsible for your work

We have a team of specialist case handlers. The accompanying engagement letter gives you the name and contact details of your case handler and supervising partner.

Your case handler will notify you of any prolonged absences from the office (e.g. holiday or training) and will make arrangements for your case to be handled by a colleague if necessary.

We try to ensure continuity in the handling of cases, but staff leave from time to time, or change their role, or the demands of the case change, and we reserve the right to transfer the handling of your case to another team member.

5. Advice on commercial or financial wisdom, and tax advice

Our role is to provide legal advice and not (unless we agree with you in writing that we will do so) advice on the commercial or financial wisdom of any aspect or advice on tax matters. If you require tax advice, we may be able to identify a source of assistance for you. If you have any concerns about this, please raise them with us immediately.

6. Communication

We will communicate with you and third parties as the urgency requires by post, telephone, fax, face to face and – unless you advise us in writing that you do not wish us to do so – by email. Email is an important business tool, but there are certain risks associated with it, and we will only use it subject to you recognising that:

- Email may not be secure.
- The delivery of email is uncertain. You cannot assume that an email you send has reached its intended recipient. If you send instructions by email (in particular those that vary previous instructions and/or those upon which action needs to be taken urgently), you must verify by telephone that the email has been received.
- We will be entitled to treat all messages as genuine, complete and accurate.

- Incoming emails are subject to screening for spam, viruses and other undesirable content, and will be quarantined (and therefore not read) if any such content is detected.

If you do not want us to communicate with you by email, in light of these risks, please let us know.

7. **Your responsibilities as the client**

- You will provide us with clear timely and accurate instructions.
- You will provide all documentation required to complete the transaction in a timely manner.
- You will safeguard any documents which are likely to be required for disclosure as part of your claim. See further below under “Retention and disclosure of documents: your obligations”.
- You may from time to time be asked to sign documentation, and you will only sign to say that the documents are true if that is in fact the case. To sign a document to say that it is true, when it is not, could seriously jeopardise your claim, as well as your own position as it is a contempt of court punishable in an extreme case by a fine or imprisonment.
- You will pay our fees and expenses in accordance with these Terms and the engagement letter.

8. **Complaints**

Our aim is to deliver an efficient and effective service at all times. However, we recognise that the legal work we are handling is difficult and may not always run smoothly. If you feel dissatisfied with any aspect of our service, you are entitled to complain. This could include a complaint about our bill or the level of our costs.

Please raise the issue with the person dealing with your case, in the first instance.

If you would prefer not to raise the matter with the person dealing with your case, or if you do so and we still do not satisfy your concerns, you should contact Christopher Bryan on 0161 224 3311 or by post. He is the person designated in the firm to handle complaints. If you want to complain about Christopher Bryan, you should contact Elena Waddell on 0161 224 3311 or by post.

If you would like a copy of our written complaints procedure, please let us know and we will send it to you.

We will try to resolve your complaint quickly and fairly. If you are not satisfied by our response, you may refer the matter to the Legal Ombudsman to consider the complaint. The contact details for the Legal Ombudsman are as follows: PO Box 6806, Wolverhampton WV1 9WJ (postal address); 0300 555 0333 (telephone); enquiries@legalombudsman.org.uk (email); www.legalombudsman.org.uk (website).

Normally, you will need to refer a complaint to the Legal Ombudsman within six years from the date of the act or omission giving rise to the complaint or, if later, three years from the date when you should have known about the complaint.

As an alternative to your right to object to our bill by making a complaint to the Legal Ombudsman, you have a right to apply to the Court for an assessment of our bill under Part III of the Solicitors Act 1974.

If the services we have provided relate to Court proceedings, you may alternatively be entitled to have the amount of our fees checked or assessed under Rules of Court or regulations applying to the particular proceedings, or under the inherent jurisdiction of the Court or tribunal before which the proceedings have taken, or are taking, place.

If you exercise a right to have our costs assessed by the Court, you cannot refer the issue to the Legal Ombudsman.

If all or part of our bill remains unpaid whilst you dispute it, we may be entitled to charge interest.

9. **Use of our advice**

We shall provide our services for your exclusive benefit and for the purposes of the relevant matter only. No one other than you is entitled to rely on our advice. You agree not to make our work available to third parties without our written permission and we accept no responsibility to third parties for any aspect of our services that is made available to them.

10. **Fees and expenses**

Our accompanying engagement letter sets out the basis of our fees in this matter.

Where our fees are calculated by reference to the time spent in dealing with a matter, the time charged may include among other things time spent in meetings with you and others, reading and working on papers, planning and managing the matter, correspondence (including emails), preparation of any detailed costs calculations, and time spent out of the office. Time is recorded in minimum units of 6 minutes. Routine letters or emails are charged as 6 minute units of time and we charge for the time spent making and taking telephone calls in 6 minute units and considering routine incoming letters or emails as units of 3 minutes.

11. **Payment of our fees**

All bills are subject to VAT at the prevailing rate. In considering whether VAT is applicable, we need to rely on information you provide. If, as a result, invoices omit VAT which is later found to be applicable, you agree to pay the full amount of VAT, including any penalties or interest arising from the initial failure to account for VAT.

You agree that we may ask you to pay sums of money from time to time on account of our charges and expenses (i.e. in advance of us undertaking work for you), and should you fail to pay them we shall be entitled to terminate or suspend our retainer.

We may submit bills for payment before the conclusion of the matter or case. We will usually send bills monthly.

You agree that we may render interim bills (i.e. after some work has been done but before the matter or case has been finished) of either or both of two types:

- (a) interim statute bills, being self-contained final bills rendered for costs incurred, and disbursements paid (and at our option unpaid disbursements which we have incurred), to the date specified in the bill (or, if not specified, to the date of the bill). Although they are interim bills they are also final bills in respect of the work covered by them, and there can be no subsequent adjustment. This means that any time limit for applying to the Court for an assessment of the bill under Part III of the Solicitors Act 1974 or alternatively for complaining to the Legal Ombudsman starts from the date the bill is delivered to you.
- (b) interim bills on account, being bills rendered by way of a request for a payment on account of costs incurred, and disbursements paid (and at our option unpaid disbursements which we have incurred), to the date specified in the bill (or, if not specified, to the date of the bill). They are not final bills in respect of the work covered by them, but requests for payment on account of the costs to be included in the final bill which will be delivered later. This means that you do not have a right to apply to the Court for an assessment of the bill delivered under Part III of the Solicitors Act 1974, and if you regard the amount requested on account as excessive you can invite us to render an 'interim statute bill' which you may then have assessed. There is statutory provision for various factors to be taken into account when calculating solicitors' costs, some of which cannot be assessed until all the work is completed; these will be taken into account in our final bill when we shall be able to make an overall evaluation of the matter.

Bills are due for payment within 14 days, and then interest is payable on the unpaid amount at 4% over the Base Rate of Lloyds Bank plc from time to time, and we reserve the right to claim interest under the Late Payment of Commercial Debts (Interest) Act 1998.

Whenever we hold funds that are due to you, you agree that we can deduct any amounts due to us from those funds (whether or not in respect of the same matter).

We will not accept payment of our bills (or payments for any other purposes) by cash where the amount tendered is more than £450 or by cheque drawn on an account which is not your own.

12. **Fees and expenses: other parties**

In some cases, you may become entitled to reimbursement of your costs and expenses (and interest) from some other person, or they may become entitled to reimbursement of their costs against you. It is unlikely that either party will be ordered to pay the other's costs in divorce proceedings, including proceedings for ancillary relief, and other Family and Matrimonial disputes, unless the conduct of one of the parties has been brought into question.

If you are entitled to reimbursement of your costs and expense from another person, the other person may not be required to pay all the charges and expenses which you incur. You agree that we may charge you costs greater than the amount of costs recoverable from the other person. You will have to pay our charges and expenses in the first place and any amounts that are recovered will be a contribution towards them. If the other person is in receipt of community funding (ie legal aid), no costs are likely to be recovered.

The other person will not be liable to pay the VAT element of your costs if you are able to recover the VAT yourself.

If a court orders another party to pay some or all of your costs, interest can be claimed on the costs from the other party. This runs normally from the date of judgment. Where you have already paid our charges and expenses we will account to you for any interest that relates to the period after the date of your payment. We are entitled to keep interest on charges and expenses not already paid by you.

You will appreciate that even if the court orders another party to pay some or all of your costs, with the result that you are entitled to reimbursement of your costs, that party may be unwilling or unable to meet their liability.

If you instruct us to take steps to enforce any order that the court makes against another party, you will be responsible for paying our charges and expenses of so doing.

If you are unsuccessful in a court case, you may be ordered to pay the other party's legal charges and expenses. Payment of the other party's charges and expenses would be in addition to our charges and expenses.

13. **Third party rights**

No person other than a contracting party may enforce any provisions of our engagement by virtue of the Contracts (Rights of Third Parties) Act 1999.

14. **Confidentiality and disclosure requirements**

We are professionally and legally obliged to keep your affairs confidential. However, there are important exceptions:

- Certain laws (for example, those relating to money laundering and tax fraud) give power to authorities such as the police or the tax authorities to inspect clients' information and take copies of documents. It is possible that at any time, we may be requested by those authorities to provide them with access to documents held by us or to attend interviews with them in connection with the work we have done for you. If this happens, we will comply with the request only to the extent that we are bound by law and, in so far as it is allowed, we will notify you of the request or provision of information.
- Solicitors may be required by statute to make a disclosure to the Serious Organised 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.
- For marketing purposes, we may wish to disclose that we have advised you, in which event we may identify you by name and indicate the general nature of our advice and any details which may properly have entered the public domain.

- We reserve the right to disclose your files, any information we hold or know about you or the services we are providing, to the Legal Ombudsman (if you make a complaint about us), the Legal Aid Agency (if your matter is funded by Legal Aid), our actual or prospective professional indemnity insurers, brokers or advisers, and auditors or risk managers who we or any of them may appoint.

15. **Details of our Professional Indemnity Insurance**

We maintain compulsory professional indemnity insurance of a minimum of £3 million, each and every claim, and further details are available on our website, including (1) the name of our primary layer insurer, (2) contact details for the insurer, (3) our policy number, and (4) details of the territorial coverage of the insurance.

16. **Money laundering and terrorist financing**

The law requires solicitors to get satisfactory evidence to verify the identity of their clients and sometimes people related to them, and the source of funds used in a transaction. This is because solicitors who deal with money and property on behalf of their clients can be used by criminals wanting to launder money.

To comply with the law, we need to get evidence as to your identity and/or the source of your funds as soon as possible.

Our usual practice is to ask you to provide a copy of photographic identification, such as the original of a driving licence or passport, together with proof of your address, such as a utility bill or Bank Statement. However, we reserve the right to demand other evidence to verify your identity and to establish the source of your funds, and to conduct identity checks with third parties such as credit reference or fraud prevention agencies.

You agree that we may only commence to deliver our services to you after you provide the evidence we demand, and if we have already started delivering our services to you, you agree that we may cease to provide or suspend the provision of our services if you do not immediately provide the evidence we demand.

17. **Outsourcing of work**

Sometimes we ask other companies or people to do work on our files to ensure that it is done promptly, efficiently and/or economically, including typing, process serving, interpreting and translating. 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 refer our files to counsel, an expert or a costs draftsman for specialist advice.

18. **Interest on money we hold on your behalf**

Where we hold money on your behalf, we shall unless otherwise agreed in writing account to you for interest earned on such money in accordance with our policy on interest which is available for inspection on our website.

In certain circumstances we are required by law to provide prescribed information to HM Revenue and Customs in connection with interest paid to you on money held by us on your behalf. We shall not be liable to you for any loss which you may suffer as a result of our compliance with our statutory obligations.

If you are successful in litigation, and the Court orders another party to pay some or all of your charges and expenses (a “costs award”) interest can be claimed on them from the other party from the date of the Court Order. We would account to you for such interest to the extent that you have paid our charges or expenses on account, but we are entitled to the rest of that interest.

19. **Receipt of commissions**

We will account to you for any commission that we receive for any business undertaken on your behalf.

20. **Investment services**

We are not authorised by the Financial Conduct Authority to provide investment services. If, while we are acting for you, you need advice on investments, we may have to refer you to someone who is authorised to provide the necessary advice.

However, we may provide certain limited investment and advice 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 & Wales, which is a designated professional body for the purposes of the Financial Services & Markets Act 2000.

The Solicitors Regulation Authority is the independent regulatory arm of the Law Society. The Legal Ombudsman is an independent organisation with powers to resolve complaints about legal services when issues have not been resolved between a client and their lawyer. Contact details for the Legal Ombudsman are set out in the section headed “Complaints”. If you are unhappy with any investment advice you receive from us, you should raise your concerns with either the Solicitors Regulation Authority or the Legal Ombudsman.

21. **Carrying on exempt insurance mediation activity**

This firm is 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 mediation activity, which is broadly the advising on, selling and administration of insurance contracts. This part of our business, including arrangements for complaints or redress if something goes wrong, is regulated by Solicitors Regulation Authority. The register can be accessed via the Financial Conduct Authority website : <http://www.fsa.gov.uk/register/home.do>

If you are unhappy with any insurance advice you receive from us, you should raise your concerns with either the Solicitors Regulation Authority or the Legal Ombudsman. Contact details for the Legal Ombudsman are set out in the section headed “Complaints”.

22. **Data protection**

The Data Protection Act 1998 requires us to inform you that we hold information you provide on our database. We use the information you provide primarily for the provision of legal services to you and for related purposes including:

- updating and enhancing client records
- analysis to help us manage our practice
- statutory returns
- legal and regulatory compliance, including identity checks for money laundering and/or terrorist financing purposes

Our use of that information is subject to your instructions, the Data Protection Act 1998 and our duty of confidentiality. Please note that our work for you may require us to give information to third parties such as expert witnesses and other professional advisers. You agree that we may disclose information you provide to a credit reference or fraud prevention agency, which may keep a record of that information.

You have a right of access under data protection legislation to the personal data that we hold about you, subject to prior payment of a fee of £10.00 for subject access

We may from time to time send you information that we think might be of interest to you. If you do not wish to receive that information please notify our office in writing.

23. **Copyright**

Unless we agree otherwise, the copyright in the original materials we generate for you belongs to us. However, the fee you pay for our work, when paid, entitles you to make use of that material for the purposes for which it is created.

24. **Storage of documents**

Most of the papers and documents in our file will belong to you. After we have completed your case and you have paid our fees, you may ask us to send you the parts of the file which belong to you. If you do not, we will keep the file for not less than six years after the date of our final bill. The storage of files involves a cost to us. We may continue to store your file for some time after that, but this is on the understanding that we have the right to destroy it once the six years have elapsed. We will not destroy documents you specifically ask us to deposit in safe custody.

If we retrieve papers or documents from storage at your request, we shall charge you the cost of retrieval, although if we retrieve the papers in relation to continuing or new instructions to act for you, we will not normally charge you for doing this. In addition to asking you to reimburse any sum spent by us in retrieving the papers (which may be kept off site in deep storage), we may make a charge based on the time spent producing stored papers, and we may also charge you for other work necessary to comply with your instructions in relation to the retrieval of the papers.

When we store a file, we may place it in deep storage. It may take ten days or more to retrieve a file from deep storage.

25. **Lien and similar rights**

In some circumstances, we are entitled to keep all your papers and documents while there is money owing to us for our charges and expenses. This is called a 'lien'. Our lien may continue even if your agreement with us to provide legal services has been terminated.

When we are conducting litigation for you we have additional rights in any property recovered or preserved for you whether it is in our possession or not and in respect of all costs incurred, whether billed or unbilled. We also have a right to ask the Court to make a charging order in our favour for any assessed costs.

26. **Terminating our services, and suspending our services**

You may terminate our engagement in writing at any time. We shall only terminate our engagement for good reason and upon giving you reasonable notice.

We are not aware of any conflict of interest in acting for you; if we become aware of one, we shall inform you, and we reserve the right to cease acting in that event.

If the engagement is terminated, you will be liable for fees and disbursements in accordance with the terms agreed between us.

Unless we agree otherwise in writing, we will not, once a matter is completed or our engagement is terminated, have any continuing responsibility for advising you, or for monitoring or notifying any changes in the law or any relevant dates or deadlines or compliance by any party of any agreement or other arrangement on which we have advised you.

27. **Assignment**

We may assign the benefit and burden of our agreement with you to any sole practice, partnership or corporate entity which carries on all, or substantially all, of the business of the firm in succession to us. Subject to this, neither you nor we have the right to assign the benefit or the burden of the agreement between us without the written consent of the other.

28. **Transfer of obligations to limited liability partnership ("LLP") or limited liability company ("LLC")**

If the whole or any material part of our business is transferred to an LLP or an LLC and the LLP or the LLC gives you written notice that the LLP or LLC assumes all or some of the obligations we owe to you in respect of matters to which these Terms apply ("the Transferred Obligations") the LLP or LLC will thereupon automatically become the obligor in respect of the Transferred Obligations in our place and the LLP or LLC will be deemed always to have been the obligor in respect of the Transferred Obligations. Only the LLP or LLC will be responsible for the Transferred Obligations and therefore we will automatically be released from the Transferred Obligations.

29. **Applicable law, and jurisdiction**

We advise on matters only under the laws of England & Wales. We are not experts in, and are not qualified to advise on, the laws of any other jurisdiction.

Your contract with us will be governed by the law of England & Wales, and you agree to submit to the exclusive jurisdiction of the English Courts.

30. **Amendment**

We may amend these Terms at any time. If we do, we will provide you with a copy of the amended Terms which will come into effect 7 days after you have received them.

31. **Distance selling**

This provision applies if you engage us to provide legal services without meeting us face to face. Under the Consumer Protection (Distance Selling) Regulations 2000, you may have the right to cancel your contract with us, without charge, within 7 working days of the date on which your contract with us is made or (if later) the date on which you receive the engagement letter and these Terms. However, if we start work with your consent within that period, we may charge you for the work we do if you then cancel your instructions.

If you wish to cancel the contract, you should give notice in writing to the person named in the engagement letter as being responsible for your work. You may give notice by post, fax or email to the address shown on the engagement letter.

The Regulations require us to inform and agree with you that our work for you is likely to take more than 30 days. Your agreement to these Terms is your agreement for this purpose.

I confirm that I have read and understood, and I accept, these Terms.

Signed

Date