

TERMS AND CONDITIONS OF BUSINESS

Please sign and return one copy of this Form

Woodhouse and Company Solicitors

Our aim

We aim to offer our clients quality legal advice with a personal service at a fair cost. As a start, we hope it is helpful to you to set out in this statement the basis on which we will provide our professional services.

As a firm of solicitors we are subject to the regulatory controls of the Solicitors Regulation Authority whose rules can be inspected at www.sra.org.uk. As required by the regulator we maintain professional indemnity insurance and a copy of that certificate may be inspected at our Wolverhampton office.

Our commitment to you

We will:

- 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.
- MAKE SURE that you understand the likely degree of financial risk which you will be taking on.
- ADVISE YOU if legal aid might be available to you.
- KEEP YOU regularly informed of progress or, if there is none, when you are next likely to hear from us.
- TRY to avoid using technical legal language when writing to you – tell us when we fail in this aim!
- DEAL with your queries promptly, for example, we will always try to return your telephone calls on the same day.
- ADVISE you on tax matters, but only if specifically requested to do so.

Our hours of business

- The normal hours of opening at our offices are between 9.00am and 5.00pm on weekdays.

People responsible for your work

- The partner responsible for dealing with your work will be Mr A J Woodhouse. The partner's assistant Mrs. Andrea Curtis ACILX may be able to deal with your queries and who will be pleased to take any message for you. We will try to avoid changing the people who handle your work but if this cannot be avoided, we will tell you promptly of any changes and why it may be necessary.
- The partner of this firm with final responsibility for work done in this department is Mr A J Woodhouse.

Charges and expenses

- Our charges will be calculated mainly by reference to the time actually spent by the solicitors and other staff in respect of any work which they do on your behalf. This will include meetings with you and perhaps others, reading and working on papers, correspondence, including e-mails, preparation of any detailed costs calculations, and time spent travelling away from the office when this is necessary. From time to time we may arrange for some of this work to be carried out by persons not directly employed by this firm. You will be charged at rates not greater than those set out below.
- Routine letters are charged as 6 minute units of time and we charge for the time spent on making and taking telephone calls in 6 minute units and considering incoming letters at units of 3 minutes per page.
- The current hourly rates are set out below. We will add VAT to these at the rate that applies when the work is done. At present, VAT is 20%.
Partners and Consultants £300.00 per hour.
- These hourly rates have to be reviewed periodically to reflect increases in overhead costs and inflation. Normally the rates are reviewed with effect from 1 January each year. If a review is carried out before this matter has been concluded, we will inform you of any variation in the rate before it takes effect.
- In addition to the time spent, we may take into account a number of factors including any need to carry out work outside our normal office hours, the complexity of the issues, the speed at which action has to be taken, any particularly specialist expertise which the case may demand, in particular, in property transactions, in the administration of estates and in matters involving a substantial financial value or benefit to a client, a charge reflecting, for example, the price of the property, the size of the estate, or the value of the financial benefit may be considered. It is not always possible to indicate how these aspects may arise but on present information we would expect them to be sufficiently taken into account in the rates which we have quoted. Where a charge reflecting any value element is to be added we will explain this to you.
- Solicitors have to pay out various other expenses on behalf of clients ranging from Land or Probate Registry fees, to court fees, experts' fees, and so on. We have no obligation to make such payments unless you have provided us with the funds for that purpose. VAT is payable on certain expenses. We refer to such payments generally as disbursements'.
- If for any reason, this matter does not proceed to completion, we will be entitled to charge you for work done and expenses incurred.

Important Notice : Cybercrime Alert

As a result of the increased risk posed by cyber fraud and especially those relating to bank account details, please note that Woodhouse & Company Solicitors bank account details will not change during the course of a transaction. Please be vigilant and ensure caution is exercised when opening any emails, attachments or links and when responding to any requests for your bank account details. We will not accept responsibility if you transfer money to an incorrect bank account. We will never inform via email or text message of any change in our firm's bank details. You are advised to attend/telephone our office and check personally with the Solicitor (with conduct of your matter) our firm's bank details before you transfer any monies to us.

Payment arrangements

- Property transactions. We will normally send you our bill following the exchange of contracts and payment is required on a purchase prior to completion; and at completion; on a sale. If sufficient funds are available on completion, and we have sent you a bill, we will deduct our charges and expenses from the funds.
- Administration of estates. We will normally submit an interim bill at regular stages during the administration, starting with the obtaining of a Grant. The final account will be prepared when the Estate Accounts are ready for approval.
- Other cases or transactions. It is normal practice to ask clients to pay sums of money from time to time on account of the charges and expenses which are expected in the following weeks or months. We find that this helps clients in budgeting for costs as well as keeping them informed of the legal expenses which are being incurred. If such requests are not met with prompt payment, delay in the progress of the case may result. In the unlikely event of any bill or request for payment not being met, this firm must reserve the right to stop acting for you further.
- Payment is due to us within 28 days of our sending you a bill. Interest will be charged on a daily basis at 4% over Lloyds Bank base rate from time to time from the date of the bill in cases where payment is not made within 28 days of delivery by us of the bill.
- The common law entitles us to retain any money, papers or other property belonging to you which properly come into our possession pending payment of our costs, whether or not the property is acquired in connection with the matter for which the costs were incurred. This is known as a 'general lien'. We are not entitled to sell property held under a lien but we are entitled to hold property, other than money, even if the value of it greatly exceeds the amount due to us in respect of costs.
- If 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.
- We do not accept payments to us in cash in excess of £200. Monies due to you from us will be paid by cheque or bank transfer, but not in cash, and will not be made payable to a third party.

Other parties' charges and expenses

- In some cases and transactions a client may be entitled to payment of costs by some other person. It is important that you understand that in such circumstances, the other person may not be required to pay all the charges and expenses which you incur with us. You have to pay the charges and expenses in the first place and any amounts which can be recovered will be a contribution towards them. If the other party is in receipt of legal aid no costs are likely to be recovered.
- If you are successful and a court orders another party to pay some or all of your charges and expenses, interest can be claimed on them from the other party from the date of the court order. We will account to you for such interest to the extent that you have paid our charges or expenses on account, but we are entitled to the rest of that interest.
- You will also be responsible for paying our charges and expenses of seeking to recover any costs that the court orders the other party to pay to you.

- A client who is unsuccessful in a court case may be ordered to pay the other party's legal charges and expenses. That money would be payable in addition to our charges and expenses. Arrangements can be made to take out insurance to cover liability for such legal expenses. Please discuss this with us if you are interested in this possibility.

Interest payment

Any money received on your behalf will be held in our Client Account. Our policy on the payment of interest in relation to money that we hold on your behalf is to account to you for all sums earned if the total exceeds £20. Below this sum we will retain any such sums earned without accounting to you for them. We believe that this policy is fair and reasonable, and we keep it under continual review in the light of changing interest rates in particular.

When we are in receipt of large amounts of money we will usually place such funds on specific deposit, in which case you will receive all the interest received. General payments of interest are made without deduction of tax but tax is deducted at source on specific deposits.

- Please note that the rates of interest that we might earn on your behalf are likely to be lower than you might otherwise obtain since we need to have instant access to all such funds. Where a client obtains borrowing from a lender in a property transaction, we will ask the lender to arrange that the loan cheque is received by us a minimum of four working days prior to the completion date. If the money can be telegraphed, we will request that we receive it the day before completion. This will enable us to ensure that the necessary funds are available in time for completion. Such clients need to be aware that the lender may charge interest from the date of issue of their loan cheque or the telegraphing of the payment.

Storage of papers and documents

- After completing the work, we are entitled to keep all your papers and documents while there is money owing to us for our charges and expenses. In addition, we will keep your file of papers for you in storage for not less than one year. After that, storage is on the clear understanding that we have the right to destroy it after such period as we consider reasonable or to make a charge for storage if we ask you to collect your papers and you fail to do so. We will not of course destroy any documents such as Wills, Deeds and other securities, which you ask us to hold in safe custody. No charge will be made to you for such storage unless prior notice in writing is given to you of a charge to be made from a future date which may be specified in that notice.
- If we retrieve papers or documents from storage in relation to continuing or new instructions to act in connection with your affairs, we will not normally charge for such retrieval. However, we may make a charge based on time spent for producing stored papers or documents to you or another at your request. We may also charge for reading, correspondence or other work necessary to comply with your instructions.

Financial services and insurance contracts

We are not authorised under the Financial Services and Markets Act 2000, nor are we regulated by the Financial Conduct Authority. 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 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 and Wales, which is a designated professional body for the purposes of the Financial Services and Markets Act 2000.

The Solicitors Regulation Authority is the independent regulatory arm of the Law Society. The Legal Ombudsman provides an independent complaints review process for most clients of solicitors' firms. If you are unhappy with any investment advice you receive from us, you should raise your concerns with either of these bodies.

Insurance distribution

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 may carry on insurance distribution 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 the Solicitors Regulation Authority. The register can be accessed via the Financial Conduct website www.fca.org.uk/register.

In relation to insurance distribution activities please note that we operate as an ancillary insurance intermediary only and that we do not develop or manufacture insurance products. If we list insurance products that might be relevant for you, we do so without recommending them as such but they are products which we are aware of. We are required to inform you that we act for you as our client in this regard and not the insurer's and that we do not hold shares in the insurance company.

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 whose address details appear in the next paragraph.

Client care and complaints

Our aim is to offer all our clients an efficient and effective service at all times and we hope that you will be pleased with the work we do for you. However, should there be any aspect of our service with which you are unhappy, please raise your concern in the first place with the lawyer handling your matter or to Mr Woodhouse, senior partner of this firm, who is based at our Wolverhampton office. If however you still have queries or concerns please contact our client services manager, Mr Major, at our Walsall office, 25 Lichfield Street, Walsall, West Midlands WS1 1TJ. Mr Major is the client care partner to whom any final difficulty can be reported.

In the event that you are not satisfied with the firm's response the Legal Ombudsman may be able to consider your complaint. There are, however, restrictions to this service for organisations, as set out on their website (see below).

The contact details for the Legal Ombudsman are:

- Telephone: 0300 555 0333

- Minicom: 18002 0300 555 0333
- E-mail: enquiries@legalombudsman.org.uk
- Website: www.legalombudsman.org.uk
- Address: Legal Ombudsman, PO Box 6806, Wolverhampton WV1 9WJ

You should bring any complaint to the Legal Ombudsman within six months of the end of our complaints process. In addition, you should be aware that the Legal Ombudsman will not accept your complaint if:

- more than six years have elapsed from the date of the act or omission giving rise to the complaint; or
- more than three years have elapsed from the time when you should have known about the complaint

What to do if you are unhappy with our behaviour

The Solicitors Regulation Authority can help if you are concerned about our behaviour. This could be dishonesty, taking or losing your money or treating you unfairly because of your age, a disability or other characteristics. Visit their website to see how you can raise your concerns with the Solicitors Regulation Authority.

You may also be able to object to our bill by applying to the Court for an assessment under Part III of the Solicitors Act 1974. If you exercise this right, you could be prevented from making a complaint to the Legal Ombudsman. In addition, if you apply to the Court for an assessment and if all or part of the bill remains unpaid at the end of that assessment, we are entitled to charge interest. There are strict time limits that apply to this process and you may wish to seek independent legal advice.

Termination

- You may terminate your instructions to us in writing at any time but we will be entitled to keep all your papers and documents while there is money owing to us for our charges and expenses. If at any stage you do not wish us to continue doing work and/or incurring charges and expenses on your behalf, you must tell us this clearly in writing.
- If we decide to stop acting for you, for example if you do not pay an interim bill or comply with the request for a payment on account, we will tell you the reason and give you notice in writing.

If you are a client instructing us other than in the course of business the provisions of the Consumer Contracts Regulations 2013 might apply to the work we undertake for you in which case certain cancellation or 'cooling-off' rights will arise in certain circumstances. You will be advised when this is the case

Limited Companies

- When accepting instructions to act on behalf of a limited company, we may require a Director and/or controlling shareholder to sign a form of personal guarantee in respect of the charges and expenses of this firm. If such request is refused, we will be entitled to stop acting and to require immediate payment of our charges on an hourly basis and expenses as set out earlier.

Tax Advice

- Any work that we do for you may involve tax implications or necessitate consideration of tax planning strategies. We may not be qualified to advise you on the tax implications of a transaction that you instruct us to carry out, or the likelihood of them arising. If you have any concerns in this respect, please raise them with us immediately. If we can undertake the research necessary to resolve the issue, we will do so and advise you accordingly. If we cannot, we may be able to identify a source of assistance for you.

Identity, disclosure and confidentiality requirements

We are entitled to refuse to act for you if you fail to supply appropriate proof of identity for yourself or for any principal whom you may represent. We may arrange to carry out an electronic verification of your identity if we consider it to be necessary or that a saving of time and cost will be achieved by doing so. The cost of any such search will be charged to you. If the amount is in excess of £10 including VAT, we will seek your prior agreement.

Solicitors are under a professional and legal obligation to keep the affairs of the client confidential. This obligation, however, is subject to a statutory exception: legislation on money laundering and terrorist financing has placed solicitors under a legal duty in certain circumstances to disclose information to the National Crime Agency. Where a solicitor knows or suspects that a transaction on behalf of a client involves money laundering, the solicitor may be required to make a disclosure. If, while we are acting for you, it becomes necessary to make such a disclosure, we may not be able to inform you that it has been made, or of the reasons for it, because the law prohibits ‘tipping-off’. Where the law permits us, we will tell you about any potential money laundering problem and explain what action we may need to take.

Our firm may be subject to audit or quality checks by external firms or organisations. We may also outsource work. This might be for example typing or photocopying or costings, or research and preparation to assist with your matter. Information from your file may therefore be made available in such circumstances. We will always aim to obtain a confidentiality agreement with the third party.

In order to comply with court and tribunal rules, all documentation relevant to any issues in litigation, however potentially damaging to your case, have to be preserved and may be required to be made available to the other side. This aspect of proceedings is known as ‘disclosure’. Subject to this, we will not reveal confidential information about your case except as provided by these terms of business and where, for example, your opponent is ordered to pay your costs, we have to meet obligations to reveal details of the case to them and to the court.

Data protection

This firm is registered with the Information Commissioner as a data processor. As such we are committed to observing the data protection principles. You therefore have a number of rights as a data subject including the rights to:

- be informed of the data we hold on you
- have any incorrect or out of date data rectified
- cease to receive certain forms of communication or to restrict processing,
- take your data elsewhere ("portability")
- object to our use of data.

We use the information you provide primarily for the provision of legal services to you and for related purposes including:

- addressing correspondence and related documents to other parties and opponents in any litigation, as well as other agencies such as HM Land Registry, the courts or Government agencies where relevant to the work we are doing for you
- maintaining the financial and other personal information we are required to keep on clients under the professional rules we are subject to and by law including our obligations to HMRC.

Our use of that information is subject to your instructions, the EU General Data Protection Regulation and the Data Protection Act 2018, also our professional duty of confidentiality. We will need to communicate your personal data to any other parties involved in your matter and/or their legal advisers and we might also have to provide information to third parties such as expert witnesses, other professional advisers, our bank (in relation to monies we hold on your behalf in our client account) and the Solicitors Regulation Authority as our regulator.

The legal bases which are relevant to the work we undertake for you are mostly in order that we can satisfactorily perform the contract we have with you and also so that we can protect the interests of our professional indemnity insurers through maintaining suitable records of what we have done on your behalf. We are required by law to retain certain data including identity and address details in order that we can comply with the Government's anti-money laundering controls. We would need your consent to send you future marketing information, on which see the box at the end of this document.

We do not envisage sending any of your personal data outside the UK or the EU and unlike certain other business concerns we do not as a law firm involve ourselves in automated decision making and profiling.

You have a right of access under data protection legislation to the personal data that we hold about you. If you would like to make a request to know about the personal data we hold on you please let us know, preferably in writing, stating "data subject access request".

If you are unhappy about the way we are managing your data you have a right to object to the Information Commissioner at Information Commissioner's Office, Wycliffe House, Water Lane, Wilmslow, Cheshire SK9 5AF (tel: 0303 123 1113).

Communication between you and us

We will aim to communicate with you by such method as you may request. We may need to virus check disks or e-mail. Unless you have withdrawn consent, we will communicate with you and others when appropriate by e-mail or fax but we cannot be responsible for the security of correspondence and documents sent by e-mail or fax.

Where we act for two or more clients jointly it is on the clear understanding that we are authorised to act on instructions from either, both or any of them.

The Law Society Conveyancing Protocol (The Protocol)

- We are an accredited member of the Protocol and we abide by the Law Society's professional obligations which apply to the sale and/or purchase of Property. Under the Protocol there are general obligations and a framework relating to work undertaken by solicitors acting in Property transactions. It is necessary for us to take specific instructions from you to confirm that you are happy for us to abide by the Protocol.
- By signing these Terms & Conditions you will confirm your instructions for us to proceed on this basis.

Terms and Conditions of Business

- Unless otherwise agreed, and subject to the application of then current hourly rates, these Terms and Conditions of Business shall apply to any future instructions given by you to this firm.
- Although your continuing instructions in this matter will amount to an acceptance of these Terms and Conditions of Business, it may not be possible for us to start work on your behalf until one copy of them has been returned to us for us to keep on our file.

I confirm I have read and understood, and I accept, these Terms and Conditions of Business.

Signed: ✕ ✕

Print Name:

Signed: ✕ ✕

Print Name:

Dated: ✕ ✕

We may from time to time wish to send you information which we think might be of interest to you. This might be information about developments to the law that might be important to you or information about (*my/our*) practice. In order for us to do so we need your consent, so it you would like to receive such information please tick this box