

TERMS AND CONDITIONS OF BUSINESS

The following should be read in conjunction with our initial letter to you and other retainer documents.

Our hours of business

Our normal hours of opening are 9.00am to 5.15pm on weekdays. At our discretion appointments can be made out of normal opening hours.

Contacting us

Our main office telephone numbers are answered between 9.00am and 5.00pm on weekdays. Messages can be left on the telephone answering service outside those hours. In addition, the person dealing with your work has a direct dial telephone number, with voicemail.

You can also contact us by fax or email.

Our contact details are contained in the retainer documents.

We will communicate with you in face to face meetings, and/or by letter, telephone, email or fax, unless you specifically indicate that you do not consent to any particular communication method.

General Data Protection Regulations (GDPR)

In the course of providing services to you we may hold personal data about you and others including your family, your business and colleagues. We will use such personal data to provide legal services to you and for related service including but not limited to creating and updating client records, managing our practice, legal and statutory returns, to carry out credit checks and identity checks which we are required by law to undertake for anti-money laundering purposes. We may also pass your personal data to other people or organisations ("data processors") to carry out those activities on our behalf in order to provide you with our services.

We may retain your information, including personal data, after your contract with us has concluded.

We will require third party data processors to have in place suitable measures to protect your personal data.

By providing your data (or the data of others) to us, you give your consent to this transfer, storing or processing of data provided to or held by us (or you have obtained necessary consents from the individuals concerned).

If you require more information please request a copy of our Privacy Policy and the General Data Protection Policy which form part of these Terms and Conditions of Business.

People responsible for your work

The name of the person responsible for dealing with your work appears on the Case Fact Sheet. This also gives details of the supervisor and other staff who may help with your enquiries. We will try to avoid changing the people who handle your work, but if this cannot be achieved we will tell you.

Quality standards

We are proud of the fact that we have Lexcel accreditation, the Law Society's Practice Management Standard.

As a result of this we are subject to periodic checks by external assessors. Your file could be selected for auditing. All inspections are conducted in confidence and by entering into this retainer you give consent for this to occur. If you prefer to withhold consent then please let us know. Work on your file will not be affected in any way.

Care of our Clients

We are delighted to provide a quality service. If you do have a concern about the service provided, please contact the person dealing with your case.

We are usually able to resolve concerns informally, but if you wish to make a complaint, you should contact partner, Brett Lawrence, 2 Lime Court, Pathfields Business Park, South Molton, Devon EX36 3LH (or by telephone on 01769 575981) with details of your complaint. A copy of our Complaints Procedure for Clients is available on request.

At the conclusion of the complaints process (or after 8 weeks of you first making the complaint) you have the right to refer the matter to the Legal Ombudsman at PO Box 6806 Wolverhampton. WV1 9WJ (Telephone 0300 555 0333, email enquiries@legalombudsman.org.uk, (www.legalombudsman.org.uk)) Normally, you will need to bring a complaint to the Legal Ombudsman within twelve months of receiving a final written response from us about your complaint or within six years of the act or omission about which you are complaining occurring (or if outside of this period, within three years of when you should reasonably have been aware of it).

Some clients may not have the right to complain to the [Legal Ombudsman](#), for example:

- most businesses (unless they are defined as micro enterprises)
- charities or clubs with an annual income of more £1m, or
- trustees of trust with asset value of more than £1m

In addition you may object to our bill by applying to the court for an assessment of the bill under Part III of the Solicitors Act 1974.
Note: If you apply to the court for assessment, then the Legal Ombudsman may not consider a complaint about the bill.

Distance Selling

If we have not met you in person, you have the right to cancel your instructions to us with 14 days of the date of our retainer letter without charge. Please contact the person dealing with your work if you wish to cancel your instructions in this way or follow the procedure set out in any conditional fee agreement.

If you want us to start work on your matter immediately, then please return your signed Case Fact Sheet. However, if we do start work and then you change your mind and cancel your instructions within the 14 day cooling-off period, we are able to charge you for any work we have already done.

Once the 14 days have passed, we will carry on with your matter and our normal charging arrangements will apply.

Charges and expenses

Our charges are usually calculated by reference to the time spent by solicitors, legal executives and other staff on the work they do on your behalf. This includes attending meetings, carrying out research, drafting and considering documents, writing and dealing with correspondence, telephone calls, preparing detailed costs calculations, travel and waiting time.

Some of the work undertaken by us is charged on a fixed fee basis or under a Conditional Fee Agreement or Damages Based Agreement. Full details of the charges that will apply in your case or our estimate of the charges are set out in the Case Fact Sheet.

There are occasions when we have to pay out expenses on your behalf. These expenses are traditionally referred to as “disbursements”. Unless we have agreed to fund those we require you to provide us with funds before these expenses are incurred. We are not under any obligation to incur these unless you have done so.

Should this matter not be carried through to completion, a charge will be made in respect of the work undertaken and any expenses incurred.

Payment Arrangements

Payment is due to us on the date of the invoice

At our absolute discretion we may agree to an arrangement with you under which you pay a regular sum to us each month by standing order towards your costs.

In some cases, we will agree to an interim billing program, with invoices being submitted at regular intervals. If applicable, details are set out in the Case Fact Sheet.

We ask clients to pay money from time to time on account of the charges and expenses which are expected to accrue in the future. This helps clients to budget for costs as well as keeping them informed of the expenses which are being incurred. If such requests are not met with a prompt payment, delay in the progress of the case may result. In the event of any bill or request for payment not being paid or met, we may at our complete discretion refuse to act for you further.

Please note that, in accordance with the Law Society’s accounting rules, we require at least five working days for clearance of cheques, before drawing against them.

We are able to accept payment by most major Credit and Debit Cards. The following are currently acceptable: Visa, Mastercard, Maestro, Visa Debit, Visa Electron, Switch, Solo and JCB.

Charges and expenses payable by third parties

In some cases and transactions a client may be entitled to payment of some or all of their costs by another person. It is important 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 are liable to pay our charges and expenses in the first instance. Any amount which can be recovered will be a contribution towards your costs liability, but you will remain responsible for any shortfall. If the other party is in receipt of public funding no costs are likely to be recovered from them.

If you pursue a claim that is 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 and expenses on account, but we are entitled to the balance 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.

If a party to litigation is unsuccessful they may be ordered to pay another party's legal charges and expenses. That money would be payable in addition to their own charges and expenses. Legal expenses insurance may be available to cover this liability. Please discuss this with us if you require further details.

Solicitors' Financial Services (Conduct of Business and Scope) Rules 2001

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 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 the Solicitors Regulation Authority. The register can be accessed via the Financial Services Authority website at www.fca.gov.uk/register.

Sometimes conveyancing/family/probate/company work involves investments. We are not authorised by the Financial Conduct Authority and so may refer you to someone who is authorised to provide any necessary advice. However, we can provide certain limited services in relation to investments, where they are closely linked to the legal services we are supplying, as authorised and regulated by the Solicitors Regulation Authority.

If you have a problem with our service then please let us know. We will try to resolve any problems quickly and operate an internal complaints handling system. If for any reason we are unable to resolve the problem then we by the Solicitors Regulation Authority and complaints and redress are provided through are authorised and regulated the Solicitors Regulation Authority and the Legal Complaints Service

The Law Society is a designated professional body for the purpose of the Financial Services and Markets Act 2000, but responsibility for regulation and complaints handling has been separated from the Law Society's representative functions. The Solicitors Regulation Authority is the independent regulatory body of the Law Society and the Legal Ombudsman is the independent complaints handling body of the Law Society.

Your Money

Cyber Fraud

Cyber Fraud is on the increase. A specific threat arises from criminals gaining access to email accounts and in particular emails containing bank details. This enables fraudsters to substitute their own account details so that monies are sent to them rather than the intended recipient. Accordingly we are advising clients not to trust any bank details received by email, including emails that appear to originate from this firm. Please check with us before transferring funds to us to ensure you are using our correct bank details. Similarly it is important that you do not send your bank details to us by email as these could also be intercepted. Slee Blackwell LLP will not be liable for any losses arising from cybercrime of any form.

Holding your Money

The Solicitors Accounts Rules set out the circumstances in which interest is payable on money we hold for you. It is a matter for our discretion (depending on the circumstances of the case) as to whether we place your funds on short term or longer term deposit and rates of interest will vary accordingly and according to market conditions. We are not obliged and do not agree to constantly monitor fluctuating money markets in order to find the best available interest rates. We will however exercise our judgment in order to find a deposit holding financial institution which in our absolute discretion offers an acceptable package of terms and conditions. We are bound by the Solicitors Accounts Rules as to how we hold client money and where we can invest it, and while we agree to exercise a reasonable degree of professional judgment as to which institution we choose to deposit monies with we are not professional investment analysts nor do we profess to have any professional expertise in the credit rating of financial institutions. We do not therefore accept any responsibility for any loss or damage arising from the failure, or change in circumstances, of any financial institution in which we choose to deposit client monies.

In the event of a bank failing, we will a claim under the Financial Services Compensation Scheme (FSCS) in respect of client money on your behalf, where appropriate and with your consent. We may be obliged to provide client information to the FSCS in respect of such a claim. The FSCS scheme covers all deposits belonging to clients who are individuals or small businesses up to £85,000, per client.

Interest on your Money

We are required to pay you a fair sum in lieu of interest on any balance we hold on your behalf in our general client account. This is subject to a de minimis amount of £20 per annum. Interest is calculated on the balance over the whole period for which cleared funds are held, and is paid at a rate not less than the rate of interest payable on the relevant amount or amounts if placed on deposit on similar terms by a member of the public at the bank where the money is held.

Our Interest Policy is based on the principles of the Solicitors Accounts Rules 2011. Interest will be paid by us without deduction of tax. It is your responsibility to declare sums so received for tax purposes. Interest will be added to your account on an annual basis on 31st March each year and paid to you at the conclusion of the matter.

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. If you would like any original documents you have given us returned, then you must request them at the completion of your matter. We reserve the right to store your file electronically – this involves the papers being scanned and the images certified as true and complete before the original papers are destroyed. Where original papers are stored we have the right to destroy these papers after such period as we consider reasonable which is a minimum of 6 years and in some instances for a longer period dependent on the matter. We also reserve the right 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 for storage unless prior notice in writing is given to you.

Where we retrieve papers or documents from storage we reserve the right to make an administrative charge of £50 plus VAT. Where we are required to read the papers or undertake other work necessary to comply with your instructions we reserve the right to charge on a time spent basis.

Termination

Please see retainer documentation sent with these Terms and Conditions.

Limited companies

When accepting instructions to act, 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 a request is unreasonably refused we will be entitled to stop acting and require immediate payment of our charges and expenses.

Anti-Money Laundering Rules

Following the introduction of anti-money laundering and proceeds of crime legislation, we are obliged to request evidence of your identity (if you are a new client) and undertake certain other procedures to establish your identity and the legitimacy of your instructions before acting upon them. We will validate your name, address and other personal information against appropriate third party databases. By accepting these terms and conditions you consent to such checks being made. In performing these checks personal information provided by you may be disclosed to a registered Credit Reference Agency which may keep a record of that information. This is done only to confirm your identity. No credit check is performed and your credit rating will be unaffected. All information provided by you will be treated securely and strictly in accordance with the General Data Protection Regulation (GDPR) 2016 and the data Protection Act 2018.

These procedures may, in rare cases, introduce some small delays into your matter. We will, of course, strive to keep these delays to a minimum.

We may also have a legal obligation to report under Anti-Money Laundering and Proceeds of Crime legislation any information which comes to our attention concerning matters covered by the law. If we make a report to National Crime Agency (NCA) we may not be allowed to tell you or anyone else that we have done so. We may be ordered by NCA to stop the work you have instructed us to do. In that case we will not be able to tell you or anyone else why we have stopped work.

We are unable to accept cash payments in excess of £250.00, except by special arrangement. In addition, any funds required from you will be required in the form of cleared funds at least 7 working days in advance of the date they are needed by.

Professional Indemnity Insurance - Exclusions and Limitation of Liability

If we are prevented by circumstances beyond our reasonable control from providing the services we have agreed to perform for you, we will notify you. If as a result of those circumstances we are unable to meet any deadlines or complete the services by any estimated date of completion or at all:

- any such failure on our part will not constitute a breach of the agreement between us;
- we will not otherwise be liable to you for any such failure to the extent that it is attributable to any such circumstances notified to you; and
- any estimated date for completion of the services will be extended accordingly.

We shall not be responsible for any failure to provide services on any issue which falls outside the scope of our engagement and shall have no responsibility to notify you of, or the consequences of, any event or change in the law (or its interpretation) which occurs after the date on which the relevant service is provided.

We shall not be liable for any indirect loss or damage or any loss of profit, income, anticipated savings, production or accruals, arising in any circumstances whatsoever, whether in contract, tort, breach of statutory duty or otherwise.

Our liability for any claim in contract, tort, negligence, breach of statutory duty or otherwise, for any loss or damage, costs, other charges or any contractual or statutory interest howsoever caused arising out of or in connection with services provided by us shall be limited to the sum specified in, the case fact sheet or, if no sum is specified, the sum of £10 million.

Nothing in these Terms shall exclude or restrict our liability to you for death or personal injury resulting from our negligence or for fraudulent misrepresentation or in any other circumstances where liability may not be so limited or excluded under applicable law or regulation.

Subject to any agreed limit on our liability, our liability to you shall be limited to such sum as it would be just and equitable for us to pay having regard to the extent of our responsibility for the loss or damage and the responsibilities of all other persons. You agree that our liability shall not be increased by:

- any limitation, exclusion or restriction of liability you have agreed with any other person or any joint insurance or coinsurance provision between you and other person;
- your inability to recover from any other person, or your decision not to recover from any other person.

Subject to the foregoing, we are covered by professional Indemnity insurance in respect of the work we do for you. Our policy is written on a worldwide basis. Our insurer is:

Alliance Global Corporate & Specialty
Policies: B080135313P14/B080125315P14
60 Gracechurch Street, London, EC3V 0HR
Telephone: 0203 451 3000
agcs.uk@allianz.com

Slee Blackwell Solicitors
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