



WBW Solicitors Terms of Business

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1. 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 the basis on which we will provide our professional services.

2. General

These Terms of Business are to be read in conjunction with the client engagement letter. Together they form the basis upon which we shall provide the professional services to you. No variation shall be effective unless agreed in writing and signed by a Partner. Only a Partner of the firm has the authority to agree to a variation of these Terms of Business on behalf of the firm and they will apply to any future instructions you give us. The client engagement letter must be signed and returned to WBW.

3. Limited Companies

When accepting instructions to act on behalf of a limited company, we will require a director and/or controlling shareholder to sign this Terms of Business in respect of the charges and expenses of this firm. By doing this you are making yourself personally responsible for this firm's charges and expenses. If such a request is refused, we will be entitled to stop acting and to require immediate payment of our charges on an hourly basis and expenses.

4. Your instructions and objectives

It is vital that we have a clear understanding of what it is that you want us to do and what you wish to achieve. We need as much information as possible from you so that we advise on the issues raised and how we can help you.

Please:-

- **GIVE US** clear instructions
- **TELL US** about important time limits
- **DEAL** promptly with any questions which arise
- **LET** us have all relevant information, deeds, and documents from the outset.

5. 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** on tax matters, but only if specifically requested to do so
- **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

6. Communication between us

This is vital to both you and us. Please note:-

- Keep us updated if you are going away for any length of time with mobile/email address for contact
- Occasionally we shall ask you to confirm your instructions in writing – for our mutual protection and to ensure that important instructions are properly recorded
- Our offices are open between the hours of 9am to 5pm Mondays to Fridays inclusive with an out of hours answering machine and where necessary, we can see you or telephone you outside office hours
- On rare occasions, we ask an outsourcing company with whom we have a confidentiality agreement to carry out typing on our files to ensure that it is done promptly. If you do not want your file to be outsourced, please let us know as soon as possible
- Please note that we use an overflow telephone answering service with whom we have a confidentiality agreement to ensure that your calls are answered promptly
- Email security – we take reasonable precautions against viruses but cannot guarantee that emails will be free from viruses. You need to do likewise
- Emails are not secure and do not always reach the intended recipient – for this reason **we will always send or request bank account details by post**

- We may, from time to time, use these details to send you information which we think might be of interest to you. We can assure you that we will deal with your information in accordance with our legal obligations under the Data Protection Act.

PLEASE BE AWARE OF CYBERCRIME: WBW SOLICITORS CANNOT TAKE RESPONSIBILITY IF YOU TRANSFER MONEY TO THE WRONG BANK ACCOUNT. WE WILL NOT SEND OUR BANK ACCOUNT DETAILS BY EMAIL OR ACT ON EMAILED BANK DETAILS. IF YOU RECEIVE AN EMAIL FROM US REQUESTING YOUR BANK DETAILS, PLEASE CONTACT US [not via email] IMMEDIATELY TO CLARIFY.

7. Property work

We reserve the right not to act for you if:-

- Your seller/buyer is not represented; or
- Your seller/buyer is represented by a freelance solicitor [whether or not regulated by the SRA]

We shall discuss this with you, where appropriate, and explain the reasons behind our decision.

8. Bankruptcy and Court proceedings

This firm will undertake a bankruptcy search on all clients who will [or might] become involved as a party to Court proceedings.

This is because:-

- Bankruptcy can have unexpected consequences
- There are some circumstances where a bankrupt is not allowed, as a matter of law, to become a party to Court proceedings. In these cases:-
 - any proceedings would be invalid; and
 - there may be serious costs consequences; and
 - it may not be possible to start the proceedings again even when the bankruptcy comes to an end; and
 - you may be left without a remedy
- Any monies, damages, or any property in dispute in any litigation will belong to the Trustee in bankruptcy. Therefore, it may be that the only person who can properly conduct the litigation is the Trustee in bankruptcy
- Even when a bankrupt is discharged, there are continuing duties towards the Trustee, and in some cases part or all of the damages claimed continue to belong to the Trustee and can be used to satisfy your creditors

If you are bankrupt, are about to become bankrupt, or if there is any risk you might soon become bankrupt, it is vitally important you let us know at once so that we can plan accordingly.

9. Consumer Contracts Regulations 2013

If the contract between us has been concluded away from our premises, for example where you have instructed us over the telephone or we have met with you at your home or your place of work, you have the right to cancel your instructions to us within the next 14 days without charge.

To exercise the right to cancel this contract, please follow the instructions on the client engagement letter. Failure to use this form will not invalidate your cancellation.

If you want us to start work on your matter immediately, then please sign the client engagement letter and return it to us and we shall start work. However, if we do start work and you then change your mind and cancel your instructions within 14 days, we will be able to charge you for any work we have done.

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

10. Tax Advice

Any work that we do for you may involve tax implications or necessitate the 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 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. We do not agree to notify you of any change in law or the practice of the Revenue which may require a change of, for example, your Will. It is your responsibility to review such a document regularly.

11. Financial Services

If during our dealings with you we may identify the need to refer you to an independent financial adviser where we believe your situation warrants it and your best interest would be served by a consultation. In order that we can offer you an initial appointment free of charge and so that we can have confidence in the advice you receive, the firm has established a separate company, **WBW Chartered Financial Planners**, to provide this advice. Unless you expressly inform us you do not wish us to do so, we will in the first instance refer you to this company.

The Partners of WBW Solicitors LLP have a financial interest in the business of WBW Chartered Financial Planners by way of a Joint Venture, which is a trading style of Centurion Wealth Management Limited, which is authorised and regulated by the Financial Conduct Authority. It is not part of our solicitor's practice and it is not regulated by the Solicitors Regulation Authority. If you choose to instruct WBW Chartered Financial Planners you will engage them under separate terms of business which will confirm that any advice given is protected by the statutory provisions and protections afforded by the Financial Conduct Authority and includes Centurion's Professional Indemnity Insurance, the Financial Services Compensation Scheme and the Financial Ombudsman Service rather than those of the Solicitors Regulation Authority.

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

12. WBW Mortgages

If during our dealings with you we identify the need to refer you to a mortgage broker, we may refer you to **WBW Mortgages** who trade as Howard Mortgages who are able to offer a free initial consultation. Unless you expressly inform us you do not wish us to do so, we will in the first instance refer you to this company.

The Partners of WBW Solicitors LLP have a financial agreement with Howard Financial Limited which is an appointed representative of Quilter Mortgage Planning Limited, which is authorised and regulated by the Financial Conduct Authority. It is not part of our solicitor's practice and it is not regulated by the Solicitors Regulation Authority. If you choose to instruct WBW Mortgages you will engage them under separate terms of business which will confirm that any advice given is protected by the statutory provisions and protections afforded by the Financial Conduct Authority, the Financial Services Compensation Scheme and the Financial Ombudsman Service rather than those of the Solicitors Regulation Authority.

13. Anti-money laundering legislation and Know Your Client – compliance with the Money Laundering, Terrorist Financing and Transfer of Funds (Information on the Payer) Regulations 2017 (as amended)

We are under a statutory duty to:-

- verify the **identity of all the clients and third parties** who are financially involved in the transaction; and
- to know enough about our clients and their activities, including the **source of wealth and their funds**, to demonstrate that we understand the transaction and it is usual and appropriate in the circumstances.

To comply with this duty, we shall carry out online ID checks, in addition to the usual paper ID checks. Please note that for property and corporate transactions, we shall require you to complete a detailed due diligence questionnaire and to produce documentary evidence of source of wealth and of funds. Please note that we cannot rely on the UK Banks carrying out any checks – hence the requirement for further evidence.

We will receive personal data from you as a result of these checks as defined by the GDPR Regulations. You consent to us keeping these documents longer than the 5-year statutory period unless you tell us otherwise.

Our duty is to keep your affairs confidential, but we may be required by law to make a disclosure to the National Crime Agency if we know or suspect that a transaction may involve money laundering or terrorist financing. We have no discretion in this matter and cannot tell you that a disclosure has been made. We may have to stop working on your matter whilst this procedure is being carried out.

We are also under a duty to notify Companies House if there is a discrepancy between the information we hold about a beneficial owner of a Company or LLP and the information that is held on the PSC [People with significant control] register.

You agree that you will co-operate with us to enable us to comply with these obligations, and that you will have no claim against this firm for any loss suffered by you or any other person directly or indirectly as a result of steps taken by us which we believe are necessary.

We **do not** accept cash payments of more than **£300** or accept funds from any financial institution other than a bank or building society as defined in the SRA Accounts Rules which are in force from time to time. If you avoid this policy by depositing cash directly with our bank, we shall be obliged to carry out additional checks to confirm the source of funds. We shall charge for this additional time.

You agree that we shall send any funds due to you at the end of the instructions to you to a bank or building society as defined above with an account in your name. **If you do not have a bank account, please notify us immediately.**

Please note that any funds due to you will not be paid in cash or to a third party on your behalf.

If you do not let us have your bank details, and we send a cheque to you, and it is not cashed within 3 months, we shall [if the amount is not more than £500] pay the funds to charity or if more than £500 obtain written authorisation from the SRA to pay the sums to charity. Our charity would be the Rowcroft Hospice.

14. Legal costs and expenses and managing our financial agreement with you

We shall set out our fees in our client engagement letter. Unless that letter specifies to the contrary, our fees will be calculated mainly by reference to the time actually spent on your behalf. Routine outgoing and incoming letters and emails are charged at six-minute units of time and we charge for time making or receiving telephone calls in six-minute units.

All hourly rates are quoted exclusive of VAT which is payable in addition. Our hourly rates are reviewed annually.

Please note that for exceptionally complex, high value, or urgent work which requires a particular skill, attention or specialised knowledge or work outside office hours we reserve the right to charge a higher fee. Advance notice will be given, where possible.

We must emphasise that the final charge will be dependent upon all the circumstances, in particular the total amount of time involved on the matter, which cannot be foreseen with any certainty, although we will do our best to keep you informed as to the costs incurred as the case progresses.

We are happy to give you our estimate of the fees to be incurred. Unless otherwise stated that estimate will only be intended to give an indication of costs and not a fixed quotation. You may set a limit on the fees which may be incurred. That limit will not be exceeded without your consent. However, this may not be appropriate where court proceedings have been commenced. When that limit has been reached any further work to be undertaken will be subject to a further agreement regarding costs.

If for any reason the matter does not proceed to completion/conclusion, we shall be entitled to charge for work done and expense incurred.

Solicitors pay out various expenses on behalf of clients called "disbursements" – ranging from Land Registry fees, probate Registry fees, Court fees, expert witness fees and counsel's fees. We require these fees to be paid on account to us before the firm will incur those fees or instruct the expert or counsel.

In addition, the firm will not be liable to you for any penalties or loss caused by the non-payment of a disbursements by the firm which you have not put the firm in funds to pay.

If you are not satisfied with the amount of our fee you have the right to object in writing within one month of the date of our bill.

If you do object, you have the right to have our bill assessed as to its reasonableness by the Court under Sections 70, 71 and 72 of The Solicitors Act 1974.

If you do object, you will be notified in writing of our entitlement to charge interest on the outstanding amount of the bill in accordance with Article 5 of the Solicitors' (Non-contentious Business) Remuneration Order 2009.

In the event of non-payment of a bill or sum on account, the firm reserves the right to cease or to suspend acting for you in respect of any work we are currently undertaking on your behalf. If we decide to stop acting for you (for example, if you do not pay an interim bill or comply with a request for a payment on

account) we will tell you the reason and give you notice in writing. We will also be entitled to keep all of your papers and documents in the event of a non-payment of a bill. If you fail to pay a bill, final or interim, we will be entitled to issue Court proceedings to recover the amount outstanding.

15. Payment Arrangements

These will differ depending on the nature of your instruction but please note that we can only accept payments direct from you by cheque, debit, or credit card. **We do not accept funds from third parties.**

Property transactions - We would normally bill upon exchange of contracts. 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. We require cleared funds to complete a transaction and if we do not have cleared funds at the required time, your completion may be at risk.

Wills and Lasting powers of attorney - We would normally bill once the paperwork has been drafted, and payment is required when the papers are signed.

Administration of estate work - We would raise our first bill when we apply for the Grant, and thereafter interim bill, normally on a monthly basis. The final account will be prepared when the estate accounts are ready for approval. If sufficient funds are available, and we have sent you a bill, we will deduct our charges and expenses from the funds held.

Litigation and family proceedings - We normally bill on a monthly basis. We find that this helps clients in budgeting for costs as well as keeping them informed of the legal expenses which are being incurred. Costs can become substantial - particular if a matter is in litigation. We would also raise a bill in advance of any substantial hearing or final trial and payment will be due prior that hearing or trial.

Payments on account of costs - We shall routinely ask clients for payments on account not only of disbursements but on behalf of our costs to help you plan the financial arrangement between us and therefore many clients are asked to set up a monthly standing order.

Payment of bills and requests for payments on account - If such requests are not met with prompt payment, delay in the progress of a 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.

Please note that bills are due within 7 days of our sending you a bill - whether interim or final. Interest will be charged on a daily basis at the rate payable on Judgment Debts i.e. currently 8% pa. Payment of our fees is not to be contingent on the happening of some future event.

16. Other parties' charges and expenses

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.

In some cases, 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 or may not have the means to pay at all.

You have to pay our charges and expenses in the first place and any amounts which can be recovered will be a reimbursement towards our charges. If the other party is in receipt of legal aid no costs are likely to be recovered. Furthermore, the other party may not be in a position to make any payment towards your costs if their financial position does not allow them to do so. In such circumstances you will be responsible for the entirety of our costs.

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.

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. If it is appropriate to do so we will discuss this possibility with you.

17. Interest policy

The Firm receives monies from clients on account [generally] on a particular transaction. The funds are paid into a general client account to which we have immediate access to ensure that we can work quickly. We do not usually hold substantial client funds for more than a short period.

To keep our administration costs and overheads as low as possible we will not generally account for interest in these circumstances and in any event shall apply the following criteria which we believe to be fair to all:-

- (a) Where money is held for 20 working days or less, we shall not account for interest; and
- (b) We shall not account for interest where the sum involved does not exceed £50.

Where we recover monies on your behalf, our policy is to pay to you the sums due as soon as the funds are cleared.

In other cases, we may need to hold funds for a longer period and shall pay a sum in lieu of interest which will be calculated as follows:-

- (a) We shall apply to the monies held the interest rate which such sums would receive if lodged with Barclays Bank plc on an instant access account; and
- (b) The sum in lieu of interest will be calculated periodically [and on at least an annual basis], or when the funds are paid to you; and
- (c) The minimum threshold of £50 will apply.

We shall review this policy annually but in addition would do so if interest rates increase markedly.

We believe the policy to be fair to all but if you wish to discuss any aspect of it, please mention this to the lawyer handling your transaction/case.

Please note : 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.

18. Commission and Interest received

In cases where we receive commission from building societies, insurance companies, stockbrokers and other agents, this commission and interest will normally be yours.

19. Storage of papers and documents and retrieval

We retain your file of papers in paper form for a minimum of 6 years. You authorize us to destroy the file after the relevant period, without further reference to you. This does not include document you ask us to deposit in safe custody.

We do not charge our clients for storage of their files or related documents. However, if you require your file or any related documents to be retrieved from our storage areas and you are unable to collect your requested documents in person from one of our offices we will charge for postage to send the file to you. The charge will represent any charge imposed on the firm by an external postal/delivery provider.

20. Termination

You may terminate your instructions to us in writing at any time but we will be entitled to keep all of 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.

We may decide to stop acting for you only with good reason, for example, if you do not pay an interim bill or comply with our request for a payment on account. We must however give you reasonable notice that we intend to stop acting for you.

21. Data Protection – our obligations

A copy of the WBW Solicitors Privacy Notice can be found at www.wbw.co.uk. You can request a paper copy by writing to Mr S Bulman, Data Manager, WBW Solicitors LLP, Church House, Newton Abbot, TQ12 2QP.

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

Our use of that information is subject to your instructions, data protection law and our duty of confidentiality.

Please note that our work for you may require us to pass on such information to third parties such as expert witnesses and other professional advisers, including sometimes advisers appointed by another party to your matter. We may also give such information to others who perform services for us, such as typing or photocopying. Our practice may be audited or checked by our accountants or our regulator, or by other organisations. We do not normally copy such information to anyone outside the European Economic Area, however we may do so however when the particular circumstances of your matter so require. All such third parties are required to maintain confidentiality in relation to your files.

You have a right of access under data protection law to the personal data that we hold about you. We seek to keep that personal data correct and up to date. You should let us know if you believe the information we hold about you needs to be corrected or updated.

22. Data Protection – Your Obligations

If you send us personal data about anyone other than yourself you will ensure you have any appropriate consents and notices in place to enable you to transfer that personal data to us, and so that we may use it for the purposes for which you provide it to us.

23. Jurisdiction, professional indemnity insurance and limitation of liability

This agreement is subject to English Law and the exclusive jurisdiction of the Courts of England and Wales. This is the case even if you/your business are resident, domiciled or otherwise situated abroad, or the matter concerns persons/organisations/property situated abroad or we take any steps, or incur liability/expense outside of the jurisdiction of England and Wales.

Please note that this firm is not able to give advice on matters governed by foreign law and the firm will, in no circumstances, be deemed to have done so.

The firm maintains minimum mandatory professional indemnity insurance with Travelers Insurance Company Limited of 61-63 London Road, Redhill, Surrey, RH1 1NA and the cover extends to all our work in England and Wales in compliance with the SRA Indemnity Insurance Rules.

Our liability including legal costs and expenses is limited to £10m, save where such limitation is excluded by law. If you consider this limit is insufficient to cover your potential losses on the part of this firm or its agents, please let us know immediately.

24. Limited liability partnership

We are a limited liability partnership ("LLP"). References to "Partners" in these Terms of Business and in our client engagement letter are to "members" of WBW Solicitors LLP or employees with equivalent seniority or experience. A list of the Members and Non-Members designated as Partners is available for inspection at our offices. All liabilities of WBW Solicitors LLP will be borne solely by the LLP and the LLP have indemnified the Non-Member Partners against any claims made against the LLP. In consequence, you agree that you will not bring any claim against any Member personally.

25. Equality and diversity policy

The LLP are committed to promoting equality and diversity in all of its dealings with clients, third parties and employees. Please contact us if you would like a copy of our equality and diversity policy.

26. Problem solving

Our aim is to offer all our clients an efficient and effective service at all times. Our clients are of first importance to us. We hope that you will be pleased with the work we do for you. Should there be any aspect of our service with which you are unhappy, please notify the person acting for you in the first instance.

If, however you are unable to resolve the matter, or would prefer not to do this, then please contact Mrs Jane Couch the Client Care Partner at Church House, Queen Street, Newton Abbot TQ12 2QP, telephone 01626 202404 or via email JaneCouch@wbw.co.uk. The firm does have its own internal complaints procedure which is on our website and a copy of that procedure is available on request. Please also refer to the SRA Standards and Regulations which can be found at www.sra.org.uk.

We very much hope that we can resolve any issues, but if you are not satisfied with our handling of your complaint you can ask the Legal Ombudsman at PO Box 6806, Wolverhampton, WV1 9WJ or via their website www.legalombudsman.org.uk to consider the complaint.

Normally, you will need to bring a complaint to the Legal Ombudsman without 6 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.

27. Quality accreditations with the Law Society's Lexcel and Conveyancing Quality Scheme and the Legal Aid Franchise

These accreditations involve audits from external assessors who sign a confidentiality agreement. This assessment may involve the work involved in your instructions. Very few clients object, so we shall assume that we have your consent unless you notify us to the contrary, whereupon your file[s] will be excluded from the audit.

Please note that following our merger with Beviss & Beckingsale, our offices in Axminster, Chard, Honiton and Seaton are applying for the Law Society's Lexcel accreditation and, as such, if your matter is being handled in those offices, your file[s] may be reviewed by the auditor for that process. We assume that we have your consent unless you notify us to the contrary.

This is an important document; please keep it in a safe place for future reference.