

# TERMS AND CONDITIONS OF BUSINESS



1 Crown Court Wakefield WF1 2SU  
4 Great Cliffe Court Dodworth Barnsley S75 3SP

The purpose of this document is to make clear the service which we, GM Wilson Solicitors Limited (Company Registration Number 07496676) aim to offer and the charges which will be made. The information given is in general terms.

## 1. OUR SERVICE

### General

The work that we have been instructed to undertake on your behalf is set out in the client care letter sent to you and this is the work to which these Terms and Conditions of Business apply. If we are instructed to undertake further work, we would need to make additional charges. An estimate of what these are likely to be would be provided.

### Our Service Standards

- We will deal with your instructions promptly.
- We will update you regularly by telephone, email or in writing with progress on your matter.
- We will communicate with you in plain language.
- We will explain to you by telephone, email or in writing the legal work required as your matter progresses.
- We will update you on the cost of your matter no longer than every six months.

### Responsibilities

We will:

- Always act in your best interests subject to our professional duties.
- Give you our best advice in accordance with your instructions.
- Update you on whether the likely outcomes still justify the likely costs and risks associated with your matter whenever there is a material change in circumstances or the law relating to your matter.
- Update you on the likely timescales and costs for each stage of this matter and any important changes in those estimates.
- We will continue to review whether there are any alternative methods by which your matter can be funded.

## 2. OUR CHARGES AND PAYMENT ARRANGEMENTS

### Basis of Charging

The charges that we will make in this matter cover the work that we have been instructed to undertake. If we are instructed to undertake further work we would need to make additional charges. An estimate of what these are likely to be may be provided. Our charges will be calculated by reference to the time spent by legal and executive staff dealing with your matter.

### Charge Rates

The company's current rates are:

- (a) Attendance and preparation £177.00 per hour
- (b) Letters out, e-mails out and telephone calls £17.70 per item
- (c) Letters and e-mails in £17.70 per item
- (d) Long letters out (over one page) and telephone calls over 6 minutes are charged at the hourly rate according to the time spent.

(e) Travel and waiting £177.00 per hour

All letters and telephone calls (whether made or received) are counted as a minimum of 6 minutes. If any letter or telephone call represents a longer time involvement, then the time will be specifically noted on the file and will be costed accordingly.

### **Annual Rates Review**

The charge rates are reviewed annually in August and therefore if your matter has not been concluded before the next review, the rates applicable may increase. We will let you know the new rates as soon as they have been set.

### **Estimated Charges**

In a matter where the charges for the work instructed are variable, an estimate or series of estimates of the anticipated total charges will need to be given. You can at any time set a limit to the costs to be incurred. We would then need to discuss with you the up to date position, review the further work required and obtain your authorisation to an extension of the costs limit before we could incur charges beyond the limit set.

### **Disbursements**

Disbursements are payable in addition to the costs plus VAT.

### **Payment Arrangements:**

Unless alternative arrangements have been agreed, we require costs to be paid as follows:

- Monies on account as requested in your client care letter
- Upon delivery of a bill, whether quarterly or final.

### **Cash Payments**

Our company's policy is to only accept cash up to £500.00. If clients circumvent this policy by depositing cash direct with our bank we reserve the right to charge for any additional checks we deem necessary regarding the source of the funds.

We may also reserve the right to refuse cheques drawn by third parties or multiple cheques relating to the same matter. If you have any queries as to how any payment to this company may be made please let us know.

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.

### **Delivery of Bills**

In matters conducted over several months or years, we deliver interim bills quarterly. In shorter matters, the bill is usually delivered at the completion of the work.

### **Abortive Matters**

If your matter does not proceed for whatever reason, a bill is delivered in respect of the work that has already been completed. VAT is payable on that amount and you are also billed for any disbursements incurred. Depending upon the amount of work done, this may be a small proportion of the estimated charges or it may almost be the full amount.

### **Settlement Terms**

Bills are to be settled upon delivery. Interest is charged on bills that are not paid in time at the statutory rate above Bank of England base rate (currently 8%).

### **VAT**

Unless otherwise shown, the rates do not include VAT which will be added to the bill at the then prevailing rate. Our VAT registration number is 151 9470 08.

### **Non-Payment and Ceasing to Act**

If a required payment on account is not made or a bill is not settled in accordance with these Terms or a monthly payment arrangement is not maintained, you will understand that we must reserve the right to decline to act any further for you. The full amount of work done up to that date will be charged to you. Please note that we are able to retain your file and any associated papers whilst monies are owed to us (see section 13 below).

### **Payment of Interest**

The firm has a Payment of Interest Policy which sets out how interest is calculated and when it is payable. We are happy to provide a copy of this on request.

Whenever we are holding your money we may use it towards payment in full or part of any invoices submitted by us to you that are outstanding. We will tell you if we do this.

If you are to obtain funds from a lender, we will request the lender to arrange that the advance monies are received before the completion date to ensure that cleared funds are available in time for completion. You should note that the lender may charge interest from the date of issue of the cheque or a bank transfer.

### **Legal Expenses Insurance**

We recommend that you check any insurance policies that you may have to establish whether our fees can be paid by your insurer under the terms of your policy.

### **Financial Services Compensation**

It is possible that during the course of your case, we could receive your money or money due to you from a third party. It is our normal practice (in accordance with the SRA Accounts Rules) to pay such money into a general G M Wilson Solicitors Ltd Client Account which is held with Svenska Handelsbanken. We are advised by the Law Society that in the unlikely event of their insolvency or other failing, G M Wilson Solicitors Ltd will not be liable to you for any losses you may sustain. Please note that eligible deposits with Svenska Handelsbanken AB (publ) are protected up to a total of £85,000 by the Sweden Deposit Guarantee Scheme, the Swedish deposit protection scheme, and are not protected by the UK Financial Services Compensation Scheme. Any deposits you hold above the £85,000 limit are not covered.

## **3. CLIENT SATISFACTION**

We aim to offer all our clients an efficient and effective service with high quality legal advice and we are confident that we will do so in this case. If you are unhappy about any aspect of the service you have received or about the bill, please contact our Client Care Director, James Marris, on 01924 291111, or by post to our Wakefield office. Details of our Complaints Policy and Procedure are available on request.

If you are still unhappy with our service after following our complaints procedure, you may refer the matter to the Legal Ombudsman at P O Box 6806, Wolverhampton, WV1 9WJ and/or by telephone on 0300 555 0333 and/or by an email at [enquiries@legalombudsman.org.uk](mailto:enquiries@legalombudsman.org.uk).

You will need to bring a complaint to the Legal Ombudsman within six months of the conclusion of our internal complaints procedure.

A complainant to the Legal Ombudsman must be one of the following:

- (a) An individual;
- (b) A micro-enterprise as defined in European Recommendation 2003/361/EC of 6 May 2003 (broadly, an enterprise with fewer than 10 staff and a turnover or balance sheet value not exceeding €2 million);

- (c) A charity with an annual income less than £1 million;
- (d) A club, association or society with an annual income less than £1 million;
- (e) A trustee of a trust with a net asset value less than £1 million; or a personal representative or the residuary beneficiaries of an estate where a person with a complaint died before referring it to the Legal Ombudsman.

If you do not fall into any of these categories, you should be aware that you can only obtain redress by using our Complaints Handling Procedure, or by mediation, or arbitration, or by taking action through the Courts.

Alternative complaints bodies such as ProMediate exist which are competent to deal with complaints about legal services should both you and the firm wish to use the scheme. The website for ProMediate is [www.promediate.co.uk](http://www.promediate.co.uk) and there is a tab for complaints about "professionals".

We do not agree to use Promediate. This is because we consider that the service offered by the Legal Ombudsman to be the most appropriate means of resolving any dispute. However if you would like to make representations as to why we should use ProMediate on this occasion then you may do so.

We will not consider using ProMediate if the matter has already been dealt with by the Legal Ombudsman.

If you have any queries in respect of any element of a bill, you should still promptly pay all other elements of the bill. If you wish to make a complaint about one of our bills, you may do so by using our Complaints Procedure referred to above. You also have the right to object to a bill by making a complaint to the Legal Ombudsman and/or applying to the court for an assessment of the bill under part III of the Solicitors Act 1974. If you apply to the court for an assessment of the bill you may lose your right to complain about the bill to the Legal Ombudsman.

#### **4. REFERRALS AND INTRODUCTIONS**

If you have been referred to us by an introducer, then in accordance with the Solicitors Regulation Authority Standards and Regulations we will act independently of the introducer and you are free to raise questions on all aspects of the transaction. If applicable, we will also advise you of any financial arrangement we may have with the introducer in respect of your introduction. Any information disclosed to us by you will not be disclosed to the introducer under any circumstances unless we have your express consent. In the event that our acting on your behalf and the introducer causes any conflict of interest we will cease to act immediately.

#### **5. LIMITING LIABILITY**

In certain circumstances there may be a risk that we will be prejudiced as a result of your arrangements with other advisors to limit their liability to you. This could arise where we are one of several professionals advising you when you have agreed a limitation of liability with another of your advisors. If this occurs in circumstances where we would otherwise be jointly and severally liable with those other advisors for a claim you agree that our position will not be adversely affected by the other advisors potential liability. In other words our liability to you will not exceed the net amount for which we would have been liable after deducting the amounts, which the other advisor would have been liable in contribution proceeding if the limitation of their liability had not been agreed with you. We ask you to advise us as early as possible if you have agreed or are likely to agree a limitation of liability of your other professional advisors where we are also acting for you.

Unless otherwise agreed between you and one of the Directors of this company in writing our aggregate liability, whether to you or any third party, of whatever nature whether in contract, tort (including negligence) or otherwise, for any losses whatsoever and howsoever caused arising from or in any way connected with the provision of services to you shall not exceed £3m (three million

pounds). However nothing in these provisions shall exclude or restrict any liability arising from fraud or dishonesty or any other liability which by law cannot be excluded or terminated.

## **6. MONEY LAUNDERING AND FINANCIAL CRIME**

The law now requires solicitors, as well as banks, building societies and others to obtain satisfactory evidence of the identity of their client and sometimes people related to them. This is because solicitors who deal with money and property on behalf of their client can be used by criminals wishing to launder money. In order to comply with the law on money laundering, we need to obtain evidence of your identity as soon as practicable. We should be grateful, therefore, unless you have already done so, if you would provide us with documents to verify your identity and address, as set out in your client care letter.

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: recent 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 money laundering disclosure.

Under the provisions of the Proceeds of Crime Act 2002 (as amended) ("POCA"), we may be required to make a report to the relevant authorities if at any time we become aware of or suspect (whether from you or any other person) the existence of the proceeds of crime in relation to any Services on which we are engaged. Our obligation to make such a report will, in certain circumstances, override our duty of solicitor/client confidentiality and we may not be permitted to inform you whether or not we have made, or might intend to make, such a report.

We may terminate the provision of any Services to you, or be instructed to do so by the relevant authorities, if you fail to comply with your obligation to provide evidence of identity or we suspect that you or any other party connected with you or with the Matter is involved in activities proscribed by POCA.

**Please note this firm does not tolerate the facilitation of criminal tax evasion in any form by any of its owners, managers, employees, consultants or any other associated persons working with, or acting for and on behalf of this firm.**

For property transactions, please note we are under a duty to disclose any relevant information to any lender, where that information may reasonably be considered important to the lender, in their decision to grant a mortgage.

## **7. EQUALITY AND DIVERSITY**

This company is committed to promoting equality and diversity in all of its dealings with clients, third parties and employees, and is required to produce a written equality and diversity policy. Please contact us if you would like us to send you a copy of that equality and diversity policy.

## **8. CONFIDENTIALITY AND DATA PROTECTION**

We are committed to maintaining the trust and confidence of our clients and the security of your personal data is very important to us. Our use of that information is subject to your instructions, the General Data Protection Regulation and our duty of confidentiality.

A copy of our Privacy Policy is attached with these Terms and Conditions of Business which provides detailed information about how we collect, use and hold your personal data and your rights in this respect. This is an important document which we ask you to read carefully. If you have any questions about this, please contact us.

## **9. OUTSOURCING**

Sometimes we may ask other companies or people to do photocopying, typing, administration or other work on our files, or provide other services, to ensure that your work is carried out promptly. We will always seek a confidentiality agreement with these outsourced providers. External companies or organisations may also conduct audit or quality checks on our company in accordance with internal quality controls and/or external accreditations that we hold such as the Conveyancing Quality Standard. These external companies or organisations are required to maintain confidentiality in relation to your files. Further information about how we collect, use and hold your personal data is set out in the attached Privacy Notice.

## **10. REGULATORY INFORMATION**

We are authorised and regulated by the Solicitors Regulation Authority (SRA Number 596267). Details of the Solicitors Regulation Authority Standards and Regulations can be found at [www.sra.org.uk/solicitors/standards-regulations](http://www.sra.org.uk/solicitors/standards-regulations)

### **Professional Indemnity Insurance**

The company maintains professional indemnity insurance of £3m with QBE Insurance (Europe) Limited, Plantation Place, 30 Fenchurch Street, London, EC3M 3BD. Policy No: P18A298613P.

## **11. FINANCIAL SERVICES, TAX AND FINANCIAL IMPLICATIONS**

### **General**

Please note that in acting for you in this matter we do not assume any liability or responsibility for the tax and financial implications that may arise from this transaction.

### **Indemnity (insurance policies)**

We are not authorised by the Financial Conduct Authority, we are authorised and regulated by the Solicitors Regulation 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 and complaints may be made to them or the Legal Ombudsman. The register can be accessed via the Financial Conduct Authority website at [www.fca.org.uk/register](http://www.fca.org.uk/register).

We only select products from a limited number of insurers for, in conveyancing matters, the use of legal indemnity insurance policies, but we are not contractually obliged to conduct business in this way. Please ask us for a list of insurers.

## **12. TERMINATION OF INSTRUCTIONS**

You may cancel your instructions by writing to us at any time. We are entitled to keep all your papers and documents while you owe us money. We will not decide to stop acting for you without good reason, for example, if you do not pay a bill or an advance amount we have asked you to pay, or if there is a conflict of interest, or if there is a breakdown of confidence between us and you or if we are unable to obtain proper instructions. We will give you reasonable notice if we decide to stop acting for you. If you or we decide that we will stop acting for you, you will pay our charges on a time basis and all expenses up to the time we stop acting for you, or as set out in any separate correspondence.

## **13. LIEN**

We are entitled 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 the right to ask the court to make a charging order in our favour for any assessed costs.

#### **14. STORAGE OF DOCUMENTS**

The company keeps completed file papers (except for any papers you ask to be returned to you) for no more than the period of time set out in your closing letter (which will vary depending on the area of law that your matter concerns), and keeps the file on the understanding that the company has authority to destroy it after the number of years advised from the date of the final bill, although documents you ask to deposit in safe custody will not, of course, be destroyed.

If it becomes necessary to retrieve papers or documents from storage in relation to continuing or new instructions to act on your behalf the company would not normally charge for such retrieval. However, the company will make a charge, based on time spent producing stored papers or documents to you or to another person at your request, in other circumstances. The company may also charge for reading correspondence or other work necessary to comply with instructions given by you or on your behalf in this connection.

#### **15. TERMS AND CONDITIONS OF BUSINESS**

##### **Variation**

Any alteration or variation of the Terms set out in this document and the first letter must be:

- made by the person having day to day conduct of your matter or the Director responsible (no other member of staff has any permission or authority to do so); **AND**
- in writing.

##### **Disputes**

Please note English law applies to these Terms and Conditions of Business and any dispute will be dealt with by the English courts.

##### **Acceptance of our Terms and Conditions of Business**

Your continuing instructions in this matter will amount to your acceptance of these terms and conditions of business and those contained in our client care letter.