

TERMS AND CONDITIONS OF BUSINESS

1	<p>Introduction</p> <p>These Terms and Conditions of Business along with the accompanying engagement letter govern the lawyer-client relationship which will exist between us. By continuing to instruct this firm we shall be entitled to assume you have agreed to the terms and conditions set out here. 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. Nobody is authorised to alter these terms other than in writing.</p> <p>Our Aim</p> <p>Our aim is to provide exceptional services to all of our clients. We will act in their best interests by representing them with passion and conviction.</p> <p>People responsible for your work</p> <p>The person responsible for dealing with your work and the person responsible for the overall supervision of the matter will be set out in the engagement letter. 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 change and why it may be necessary.</p> <p>Due to the nature of our work the Solicitors and Legal Advisors are often out of the office during the day at Court. The firm works as a team and you may well meet other members of staff from time to time either in the office or at Court hearings.</p>
2	<p>Standards</p> <p>As part of our aim to provide you with the highest level of service, we shall:</p> <ul style="list-style-type: none">▪ represent your interests▪ keep your business confidential (subject to limited exceptions as outlined below)▪ explain in plain English and as succinctly as possible, the legal work that may be required▪ discuss the prospects of a successful outcome▪ discuss the potential financial risk that you may be taking on▪ keep you regularly informed of progress▪ provide you with copies of relevant correspondence or a summary▪ deal promptly with all communications▪ provide you with regular and timely costs updates▪ send you interim bills to help you budget.

<p>3</p>	<p>Your Role</p> <p>You can help us to do our best for you in a variety of ways. These include:</p> <ul style="list-style-type: none"> ▪ bringing all relevant papers to any appointment ▪ telling us if you have any special needs relating to the service you want to receive ▪ telling us at the start what you expect of us so that we can agree with you what is likely to be achievable ▪ telling us immediately if your expectations change ▪ telling us immediately if your circumstances change ▪ telling us immediately if you have personal time limits or targets which might not be obvious to us ▪ letting us know immediately if any advice we have given is unclear ▪ telling us if you wish to change our means of communicating with you ▪ keeping us informed of any changes to your contact details whilst you are a client of the Firm, as we may need to contact you urgently. Please notify us in writing of any changes.
<p>4</p>	<p>Hours of Business</p> <p>Our offices are open from 8.45 am to 5.15 pm on weekdays. Voicemail facilities are available and appointments may be arranged outside normal office hours where necessary.</p>
<p>5</p>	<p>Costs information – Privately Funded</p>
<p>5.1</p>	<p>If your case is being conducted on a Private basis we have provided you with an estimate of our costs in the client care letter. Depending on the nature of the matter, this estimate will cover either the costs for the overall matter or it will cover the first stage of the matter or it will be for a sum agreed with you which we shall not exceed without discussing the position with you.</p>
<p>5.2</p>	<p>The details of how we will recover our costs are set out in your client care letter. Unless otherwise agreed, our Fees are ordinarily based on the hourly charge rates for our directors, solicitors and other fee-earners. The current hourly rates for the key people dealing with your case are set out in the covering letter.</p> <p>It may be necessary for other individuals to assist with this matter from time to time and their current hourly rates are as follows:</p> <ol style="list-style-type: none"> 1. Band A - £255 – Solicitors with over eight years post qualification experience including at least eight years litigation experience. 2. Band B - £218 - Solicitors and legal executives with over four years post qualification experience including at least four years litigation experience. 3. Band C - £177- Other solicitors and legal executives and fee earners of equivalent experience. 4. Band D - £126 - Trainee solicitors, para-legals and other fee earners.

	<p>We shall keep you regularly informed with regard to the costs position and shall notify you if any estimate is likely to exceeded in advance of our having incurred any costs above the agreed figure. From time to time, we may review the hourly rates. We will notify you in writing of any changes.</p> <p>Time spent on your affairs will include: meetings; considering, preparing and working on papers; correspondence; making and receiving telephone calls; time spent on travelling and waiting.</p>
5.3	<p>Where applicable, VAT will be added to our invoice, at the rate that applies when each invoice is raised. Our VAT number is: 499 4681 72</p>
6.	<p>Costs Information – Publicly Funded</p> <p>If your case has been assessed as eligible to be publicly funded, we will be acting for you under the Legal Aid Agency.</p> <p>If your matter is financed via legal aid, the terms and conditions may differ according to the type of matter and legal aid cover which applies. This will be explained to you in the engagement letter. You agree that you will keep us and the Legal Aid Agency informed of any change in your financial circumstances once in receipt of legal aid. Please note that although your own costs will be covered by legal aid, if you lose your case you could be ordered to pay the other side’s legal costs. Any potential liability for costs under legal aid will be explained in the accompanying engagement letter.</p> <p>We must be able to demonstrate to the Legal Aid Agency that we are making proper use of Public Funds and that the work we carry out on your behalf is reasonable, necessary and justifiable</p>
7	<p>Payment Arrangements for privately funded cases</p> <p>It is normal practice to ask clients to pay interim bills and 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 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.</p> <p>Payment for final bills are due to us on whichever is the earlier of:</p> <ul style="list-style-type: none"> • date of court hearing, or

	<ul style="list-style-type: none"> • 28 days of our sending you a bill. <p>If payment is not made within the time we have requested, we reserve the right to cease to act on your behalf, suspend work on that matter and any other matter and retain all documents, working papers and other documents in our possession relating to any matter until all outstanding bills are paid in full including interest and any costs incurred in pursuing the recovery. Interest on outstanding bills may be charged after a period of 28 days from the date of the bill at the rate of 8% per annum.</p> <p>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.</p> <p>We do not accept payments in cash in excess of £500. If you try to avoid this policy by depositing cash directly with our bank, we may decide to charge you for any additional checks we decide are necessary to prove the source of the funds. Payment of our bills may be made by cheque, credit card or debit card issued by a UK High Street bank, BACS or CHAPS. 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.</p>
8	<p>Payments greater than £5,000</p> <p>We shall not generally accept personal cheques totalling in excess of £5,000 on any individual matter unless the entire payment is in settlement of our charges and any expenses that we have already paid out on your behalf. In any other instance, payments totalling in excess of £5,000 will have to be made by electronic bank transfer, banker’s draft, or bank or building society cheque.</p>
9	<p>Interest Payments</p> <p>Any money received on your behalf which is not in respect of our charges and expenses will be held in our Client Account. Subject to certain minimum amounts and periods of time, interest will accrue to your benefit.</p>
10	<p>Identity, disclosure and confidentiality requirements</p>
10.1	<p>Client Identification</p> <p>The law requires solicitors to get satisfactory evidence of the identity of their clients 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 wanting to launder money. To comply with the law, we need to get evidence of your identity as soon as possible. If you cannot provide us with the specific identification requested, please contact us as soon as possible to discuss other ways to verify your identity.</p>

	<p>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 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.</p>
10.2	<p><i>Anti-Money laundering</i></p> <p>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.</p>
10.3	<p><i>Confidentiality and quality assurance</i></p> <p>External firms or organisations may conduct audit or quality checks on our practice. These external firms or organisations are required to maintain confidentiality in relation to your files. We may need to disclose your information to third parties (such as barristers, accountants or government agencies) to enable us to handle your affairs. We may also need to permit third parties (such as our auditors and the Solicitors Regulation Authority) to have access to your information for administrative or regulatory purposes. We may also outsource work. This might be for example costings, 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. We will not otherwise disclose your information to any third party unless permitted or required to do so by law. If you do not want your file to be outsourced please tell us as soon as possible.</p>
11	<p>Receipt of Instructions</p> <p>If we are acting jointly for more than one person or for a company, we may require authority if we are to act on instructions from one individual on behalf of the other individuals or the company.</p>
12	<p>Communicating with us</p> <p>We shall communicate with you in the most effective way, as agreed between us. You should be aware that the use of e-mail is not secure for confidential matters. We take every precaution to ensure that e-mail is virus free but we cannot guarantee this. If you require correspondence to be addressed to a</p>

	particular person or marked private and confidential then you must tell us.
13	<p>Limit on our liability for professional negligence</p> <p>Our liability to you for a breach of your instructions shall be limited to £3M, unless we expressly state a higher amount in the letter accompanying these terms of business. We will not be liable for any consequential, special, indirect or exemplary damages, costs or losses, or any damages, costs or losses attributable to lost profits or opportunities. We can only limit our liability to the extent the law allows. In particular, we cannot limit our liability for death or personal injury caused by our negligence.</p>
14	<p>Financial services</p> <p>We are not authorised by the Financial Conduct Authority (FCA).</p>
15	<p>Complaints Procedure</p> <p>At Watson Woodhouse Solicitors we aim to provide the best possible service to our clients and, in order to do this, we need to know from you if you feel dissatisfied. Should you have any occasion to feel unhappy about our service, or about the bill, please let the fee earner responsible for your case know straight away who will be happy to discuss this with you. Should you wish to make a complaint, Neil Douglas is the person who deals with these matters and he will be prepared to meet with you to discuss your complaint. We have a procedure in place which details how we handle complaints which is available upon request. We have eight weeks to consider your complaint. If we have not resolved it within this time, or if you are not happy with our handling of your complaint, then you may ask the Legal Ombudsman to consider the complaint. The Legal Ombudsman may be contacted at PO Box 6806, Wolverhampton, WV1 9WJ.</p> <p>Please be aware that any complaint to the Legal Ombudsman must usually be made within six months of your having received a final written response from us about your complaint. Complaints to the Legal Ombudsman must usually be made within one year of the act or omission about which you are complaining occurring; or within one year from when you should have known about or become aware that there were grounds for complaint.</p> <p>For further information, you should contact the Legal Ombudsman on 0300 555 0333 or visit www.legalombudsman.org.uk</p> <p>You also have a right to complain about or challenge your bill by applying for an assessment of the bill under Part III of the Solicitors Act 1974. The Legal Ombudsman may not consider a complaint about a bill, if you have applied to the court for assessment of that bill.</p>
16	<p>Termination</p> <p>You may terminate your instructions to us in writing at any time but we will still be entitled to keep all your papers and documents while there is money owing</p>

	<p>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 only decide to stop acting for you if we have good reason, for example, if you do not pay an interim bill, fail to provide us with instructions or if a conflict of interest arises. We will tell you the reason and give you notice in writing.</p> <p>Under the Consumer Contracts Regulations 2013, you have the right to cancel this contract within 14 days without giving any reason. This only applies where contracts are agreed away from our premises or where we are not both physically present. To exercise the right to cancel, you must inform us of your decision to cancel this contract by a clear statement (e.g. a letter sent by post, fax or e-mail). To meet the cancellation deadline, it is sufficient for you to send your communication concerning your exercise of the right to cancel before the cancellation period has expired. Please note that should you exercise your right to cancel, reapplying for legal aid for the same issue might be difficult if our retainer is terminated.</p>
17	Storage of Papers and Documents
17.1	We will keep our file of matter(s) in paper and/or electronic form for at least (six) years except for any documents which you ask to be returned to you. Both our paper and electronic matter files will be destroyed (six) years after the conclusion of the matter. We will however retain certain identifying information, specifically your name, address and date of birth, on our electronic system indefinitely for the purposes of checking for conflicts of interest only.
17.2	<p>At the conclusion of your instructions you are entitled to request the return of your papers. Subject to our Solicitors' Lien, whereby we are entitled to keep all your paperwork if any invoices remain unpaid, we will return to you, at your request, your file of papers consisting of all correspondence sent and received on your behalf and copies of relevant documents produced and received during the course of your instructions.</p> <p>You are not entitled to copies of internal emails, notes, memoranda, drafts and other documents prepared for our internal purposes.</p>
17.3	We will not destroy documents and/or items you have asked us to put in safe custody.
17.4	We may return documents and/or items you have asked us to put in safe custody (six) years after the date of the final invoice unless you request them at an earlier time, in which case an administration fee may be charged.
17.5	We will not normally charge for retrieval of papers or documents from storage in relation to continuing or new instructions. However, we may make a charge based on time spent producing stored papers or documents to you or another person at your request.

18	<p>Provision of Service Regulations 2009</p> <p>In accordance with the Provision of Service Regulations 2009 details of our Professional Indemnity Insurance can be obtained by contacting our offices. Our VAT number is 499 168 172 We are regulated and authorised by the Solicitors Regulation Authority (SRA) under number 640409. The SRA Code of Conduct sets out the regulatory framework imposed on service providers such as ours. The current edition of the SRA Code is available on the SRA website at www.sra.org.uk.</p>
19	<p>Equality and Diversity</p> <p>Watson Woodhouse Solicitors Ltd is 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.</p>
20	<p>Data Protection</p> <p>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 and legal/regulatory compliance. Our use of that information is subject to your instructions, the General Data Protection Regulations, the Data Protection Act 2018 and our duty of confidentiality. Please note that our work for you may require us to give information to third parties such as expert witnesses and other professional advisers. You have a right of access under data protection legislation to the personal data that we hold about you. The firm is registered with the Information Commissioner. Further information regarding data protection and privacy is available from the Information Commissioner's Office www.ico.org.uk.</p>