

Terms and Conditions of Business

CLIENT GUIDE



SOLICITORS

here to help

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

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Wace Morgan Client Guide: Terms of Business

1 We have the experience to meet your needs

- 1.1 Wace Morgan Solicitors and its predecessors have served Clients in Shropshire and Mid Wales for over 200 years. We are one of the largest and longest established Firms of Solicitors in Shropshire, with our Head Office in Shrewsbury and an Outreach Office in Bishop's Castle for client consultations.

We have considerable experience in general legal practice providing a wide range of legal services. A number of our Solicitors are also members of approved specialist panels.

- 1.2 We aim to offer our Clients a professional, approachable, friendly and efficient service, and we understand that you will want to know the basis upon which this Firm will act for you. We therefore set out in the body of this Client Guide the main terms ("the Terms of Business") that apply as an integral part of this Firm's retainer, together with the Client care letter (see 10.3).
- 1.3 If there are any queries in relation to the Terms of Business, please contact us and we will clarify any ambiguity that may exist. Unless otherwise agreed the Terms of Business apply to any future instructions you may give to this Firm and we will consider these terms applicable to our ongoing course of dealings unless or until you advise us that you no longer wish to be bound by them.

2 We are committed to quality

- 2.1 Wace Morgan Solicitors ("The Firm") is committed to providing a consistently high quality service to all our Clients. We are dedicated to establishing a climate where our practice continually meets, if not exceeds, Client expectations and needs. It is our aim to operate and maintain a quality management system, which will improve and provide excellent Client service.
- 2.2 As part of the commitment to a Quality Assurance Programme, the Firm is a Member of LawNet.
- 2.3 LawNet operates a compulsory LawNet Quality Standard (LQS) assurance programme which encompasses the requirement of ISO9001:2015, Law Society Lexcel standards and outcomes of Solicitors Regulation Authority Code of Conduct 2019.
- 2.4 The LawNet Quality Standard provides a framework against which member practices may develop their Quality Management Systems and the Firm undertakes a rigorous re-accreditation external audit on a 3 year cycle.
- 2.5 The Firm is also accredited under the Lexcel Accreditation Scheme, which is the Law Society's standard for excellence in practice management in client care. The Firm is required to renew its accreditation annually.
- These accreditations enable the Firm to meet the standards necessary to be included on approved specialists' panels, eg Building Society and Bank Mortgage Panels and also enable the Firm to provide Legal Aid Agency Services. Without these accreditations we could not provide certain types of legal services.
- 2.6 Both the LQS and Lexcel Accreditation Schemes require an annual surveillance, maintenance or reaccreditation audit by an independent auditor to ensure efficient and effective working practices which deliver regulatory compliance, excellent risk management and the provision of high quality legal services against set Standards.
- Independent auditors will request a very small random selection of Client files at our offices in a controlled environment. The legal basis of disclosing this information is for legitimate or contractual obligations to the meet the requirements of providing services to you. Trends resulting from audits will be reviewed regularly and included in our annual review of risk. You may be assured of our commitment to keep information confidential takes precedence over the duty to disclose information.
- 2.7 We aim to operate systems which ensure high levels of quality control and supervision. All staff work under the ultimate supervision of a Director / Partner / Head of Department and are responsible to that Director / Partner / Head of Department for the work entrusted to them.
- 2.8 We carry out work on your behalf to a professional standard and endeavour to keep you informed of progress throughout the matter. We aim to offer all our Clients an efficient and effective service and we are confident that we will do so in your case.
- 2.9 We value all our Clients and aim to provide a first class legal service at a fair cost.
- 2.10 We hold Legal Aid Agency ("LAA") contracts in Family Work including Child Care and Family Mediation, and comply with the high standards set by the Legal Aid Agency.
- 2.11 We are authorised and regulated by the Solicitors Regulation Authority, SRA Number 623618.

3 Our status

- 3.1 Wace Morgan Solicitors is a trading name of Wace Morgan Limited which is a limited company incorporated in England and Wales, registered number 9646631. Our registered office is at 21 St Mary's Street, Shrewsbury, Shropshire, SY1 1ED.
- 3.2 A list of Directors is available for inspection at the Registered Office, 21 St Mary's Street, Shrewsbury, SY1 1ED.

4 Our office hours

4.1 Shrewsbury –

We are open from 9.00 am to 5.30 pm Monday to Thursday and 9.00 am to 5.00 pm on a Friday. Appointments may be arranged outside these hours if essential to the interests of a Client or in emergencies. Messages may be left on the main switchboard answer phone or individual staff voicemail outside normal office hours.

5 Our commitment to you

We will: -

- a) ADVISE you if public or other funding might be available and appropriate to you (for example certain insurance policies)
- b) ADVISE you if we have to cease acting for you and the reasons why if permissible
- c) AVOID technical language when writing to you
- d) DEAL with your queries promptly, for example, we will endeavour to return your telephone calls on the same day or by the lunchtime the next day
- e) EXPLAIN to you the legal work which may be required and the prospects of a successful outcome
- f) INFORM you if it becomes necessary to change the people handling the work, the reason for the change and the name of the new person handling your matter or transaction
- g) KEEP YOU regularly informed of progress or, if there is none, advise as to when you are next likely to hear from us
- h) MAKE SURE that you understand the likely degree of financial risk which you will be taking on
- i) QUOTE or estimate our charges either before the charges are incurred or, in case of emergency, as soon as practicable afterwards
- j) REPRESENT your interests and so far as the law permits keep your business confidential
- k) REVIEW your matter regularly and advise you of any the changes in law as relevant
- l) UPDATE you with any changes in the rates charged and in the event that our proposed charges are likely to increase significantly beyond our original estimate / quote, either before the charges are incurred or, in cases of emergency, as soon as is practicable afterwards

6 Our responsibilities

- 6.1 We must always act in your best interests and obtain for you the best results reasonably obtainable. Where appropriate, we must explain to you the risks and benefits of taking legal action and we must give you our best advice about whether to accept any offer of settlement.
- 6.2 So far as professionally ethical for us to do so, we will deal with your case according to your instructions but in publicly funded cases we do have a duty to report to the Legal Aid Agency ("LAA") under certain circumstances. This may mean that we cannot always proceed in precisely the way you have instructed us because we may need the LAA's authority before doing so and sometimes this authority may be refused. We will inform you as soon as possible of any situation of this nature which may arise.
- 6.3 We will discuss with you in advance whether it is appropriate for you to be represented by us or by Counsel (a barrister) at any Court hearing particular to your case.

7 Our expectations of you

- 7.1 You may instruct us verbally or in writing but we will usually need to meet you to take initial instructions. We may require you to confirm verbal instructions in writing and/or at a meeting. Please inform us immediately if you change your instructions as we can only act on the information and instructions which you provide.
- 7.2 Please do not assume that we know all about your personal circumstances – we would always rather have too much information than too little.
- 7.3 We do ask you to respond promptly when we request your instructions. If you do not respond promptly this may cause delays and increase your costs if we have to chase you.

8 You agree to the following points: -

- a) BE RESPONSIBLE for promptly paying our bills and also expenses & disbursements we pay on your behalf and any amount which cannot be charged to or not recoverable from another third party
- b) CHANGE of address for correspondence and serving of notices should be notified to us
- c) DISCLOSE all significant facts at Court within your knowledge, which might materially affect the exercise of the Courts discretion or powers. If such disclosure is not given, the Court can impose various sanctions including a costs sanction and can draw adverse inferences to the detriment of your case
- d) GIVE reasonable notice if you wish us to stop acting for you and pay the charges accrued
- e) INFORM us of any changes and significant developments in your matter
- f) INFORM us at the earliest opportunity of any Legal Expenses Insurance that you may have which may be included in your house or car insurance policy
- g) INSTRUCTION by more than one person, Firm or company will be considered to be joint and several. This means that each Client is responsible for the whole of the charges and that any arrangements between each Client on sharing is not binding on this Firm
- h) PROVIDE clear instructions which allow us to do our work properly; you must not ask us to work in an improper or unreasonable way; you must not deliberately mislead us; you must co-operate with us when asked and attend

all relevant Court appointments when requested to do so and provide all documentation required to complete the transaction in a timely manner

- i) PROVIDE a personal guarantee if required. If a request is refused, we will be entitled to stop acting and to require immediate payment of our charges on an hourly basis and all expenses incurred
- j) YOUR continuing instructions amount to acceptance of these Terms of Business

9 Confidentiality

- 9.1 We understand that everything that is said in any discussions between us is confidential unless you instruct us (including the personal representative of a deceased Client) to waive that confidentiality.
- 9.2 We outsource some business and operational processes, and only when we are satisfied that our outsourcing suppliers take all the appropriate steps to ensure client confidentiality, have effective systems and controls in place to enable the Firm to identify risks to client confidentiality and mitigate these risks, do we appoint the Person, Company or Organisation.
- 9.3 Circumstances which may override our duty of confidentiality to you:
- a) In any matter or discussion relating to the life or safety of anyone particularly a child (including serious sexual, mental or physical abuse) then we have imposed on us by the Courts an obligation to disclose such information for the protection of the individual concerned if there is actual harm or risk of significant harm
 - b) If it is considered necessary to prevent you or a third party from committing a crime that is likely to result in serious bodily harm
 - c) In proceedings under the Children's Act 1989, expert's reports (for the purposes of proceedings) are not privileged
 - d) A Court orders that material should be disclosed where a warrant permits a Police Officer or other authority to seize confidential material
 - e) An act of terrorism that should be prevented
 - f) Our obligations under the Money Laundering, Terrorist Financing and Transfer of Funds Regulations 2017, Fraud Act 2006, Proceeds of Crime Act 2002 and Terrorism Act 2000

10 How do we charge?

- 10.1 Our charges will normally be calculated by reference to the time spent in dealing with your case or transaction unless otherwise indicated to you in writing. All members of our legal staff are required to record any time they spend in working on your case or transaction and this includes advising, attending you and others, perusing and considering, preparing and working on papers, correspondence, making and receiving telephone calls, faxes and emails and (where appropriate) attendances at court, travelling and waiting time.
- 10.2 The time of Directors, Partners, Solicitors, Legal Executives, Licensed Conveyancers and Legal Assistants and some support staff members is charged on an hourly rate, which reflects our overheads. Routine letters that we write and routine telephone calls, faxes and emails that we send and receive will be charged as units of one-tenth of an hour. Other letters, calls, faxes and emails will be charged on a time basis.
- 10.3 We will set out the way we charge for the work in an initial letter (the "Client Care Letter"), which will be forwarded to you with this Client Guide incorporating the Terms of Business. Any fixed fee quote provided will only cover the work set out in the "Client Care Letter". Hourly rates will vary dependent on the level of seniority and expertise of the member of the Department dealing with your matter. Your instructions will be carried out at a level appropriate in providing an efficient and economic service.
- 10.4 Our current hourly rates will be confirmed in the Client Care Letter and will be reviewed annually on the 1st May and also, at the Firm's discretion, the hourly rates may be revised at anytime.
- 10.5 We will let you know when any new rates will apply as soon as they have been set.
- 10.6 We will endeavour to provide you with the best information possible with regard to costs and these will include:-
- a) Agreeing a fixed fee; or
 - b) Giving a realistic estimate; or
 - c) Giving an hourly rate and anticipated number of hours on the matter / phase of work
 - d) Giving a possible range of costs; or
 - e) Explaining why it is not possible to give the above, and instead give the best possible information about the costs at each stage of the matter.
- 10.7 It is often difficult to estimate the amount of the time or the costs involved that will be necessary to complete your matter but we will inform you as soon as it becomes apparent if the amount of such costs or the hours

involved is greater than first envisaged. We will also provide you with costs update on your matter at least every six months whether or not there has been any action on your file during that time.

10.8 Charges

Your Fee Note may include:-

Time spent on your matter including:-

Meetings

Dictating

Travelling

Reading and preparing and working on documents

Research

Dealing with correspondence

Making and receiving telephone calls

Attending Court and formal proceedings, including waiting time. Preparing notes for meetings, of telephones calls and proceedings. Complying with professional and statutory requirements (e.g Money Laundering Regulations)

10.9 Expenses (or "Disbursements")

You are responsible for paying expenses we incur on your behalf. These expenses are added to the Fee Note at cost including any VAT which may be payable. As our Client, we act as your agent in incurring the cost, and your liability for the costs that arise out of the relationship as well as out of this agreement.

10.10 Normally we will give you an estimate of the likely expenses before they are incurred and ask you to make a payment on account. A Fee Note may include anticipated expenses to be incurred on your behalf

10.11 If you require, we can tell you when chargeable time reaches a certain level and place a limit on the level of charges that we may incur without further reference to you.

10.12 Travelling expenses by car will be charged at the current rate of 45p/mile (or as otherwise advised), or first class rail fares, taxi fares and parking (as appropriate).

10.13 When required, hotel accommodation will be booked and charged which is of a business standard.

10.14 We will add Value Added Tax (VAT) to our charges and expenses as applicable (taxable supplies) at the statutory rate that applies when the work is carried out.

10.15 Where your instructions require that work is carried out outside normal office hours or on an expedited basis we reserve the right to increase the level of the hourly charge. You will be notified in writing of any increased rate.

10.16 In addition to the time spent, we may take into account a number of factors, which include the complexity of the issues, the speed at which action must be taken, the expertise or specialist knowledge that the case requires and if appropriate the value of the property or subject matter involved. If any of these factors apply we reserve the right to increase the amount of our charges to reflect this.

10.17 Fees are payable whether or not a case is successfully concluded or a transaction completed, e.g. a property sale or purchase which does not proceed for any reason.

10.18 In Court cases the amount of our costs that you will have to pay may be greater than the amount that you can recover from any other party to the case.

11 Conditional Fee Agreement

11.1 If representing you under the terms of a Conditional Fee Arrangement, full details of that Agreement will be sent to you under separate cover. If we are representing you under a Conditional Fee Agreement then payment of our costs, disbursement and success fees are usually deferred until the end of the case. However, in some circumstances we may still require you to pay disbursements and if so this will be explained to you. In the event of a successful conclusion of a claim your basic costs and disbursements will be in most circumstances recoverable from the opponent. The success fee that we charge will be deducted from your damages compensation subject to a 25% cap. If the claim is unsuccessful then our disbursements and expenses will be payable by you and in some circumstances you will also have to pay your opponents costs. You will be advised as to this from the outset and in most circumstances a policy of "After The Event" insurance will have been

taken out to cover this adverse cost risk. If you are unclear on any aspect, please raise this with us at the outset.

12 Contingency Fee Agreement

Certain non-contentious matters may be conducted pursuant to a Contingency Fee Agreement. If this is applicable in your case you will have signed a separate Contingency Fee Agreement, which will contain terms and conditions varying those contained here.

13 Payment terms

- 13.1 It is our normal practice to ask our clients for sums of money on account of charges and expenses which are expected in the following weeks or months. It is important that you respond promptly as this helps avoid delays in the progress of your work.
- 13.2 We are under no obligation to make payments of expenses / disbursements on your behalf, such as Court Fees, Search Fees, Stamp Duty Land Tax, Land Registry fees, report fees and Counsel's fees – unless funds have been provided by you for that purpose. Please note that we may not instruct Counsel (a barrister) where appropriate to your case unless payment on account of his or her fees has been received from you first. This money will be held in our client account until it is used to settle an invoice or paid out for expenses. We will off set any such payment against your final invoice. Please note that the total charges and expenses may be greater than any advance payment you have made. However, if we have entered in to a Conditional Fee Arrangement with you, you will be required to refer to the terms of the agreement and any accompanying client agreement letter. Any expenses / disbursements that we do make on your behalf are payable by you.
- 13.3 Where appropriate in the case of ongoing work we shall deliver interim bills to you for the work carried out. Payment is due within 14 days of sending out the bill. We will charge you interest on each bill at the County Court Rate (currently 8 % per annum) from the date on which payment of our bill is due until it is paid, if you do not pay our bill within this time. Interest will be charged on a daily basis.
- 13.4 In the event that you do not pay our charges and expenses promptly, we reserve the right to stop acting for you further and the full amount of the work carried out for you up to that date will be charged to you.
- 13.5 You may wish to arrange a regular monthly payment to us in settlement of costs. To enable us to consider such an arrangement, we may request sight of your last three months bank statements and a completed Income and Expenditure profile. If you require this, you should discuss this at an early stage with the person dealing with your matter.
- 13.6 Where an arrangement has been made for a third party to pay all or part of our invoice we shall still send you our invoices in accordance with these Terms of Business but shall take into account any money received by us from that third party. This arrangement will not absolve you from your primary responsibility to pay our charges and expenses.
- 13.7 Under our bank's rules we cannot use funds paid to us by cheque until the expiry of 7 working days from the day the cheque was paid into our bank account (cheque paid in on a Monday will be clear on the Wednesday the following week). In order to avoid delays we therefore prefer to receive funds by electronic transfer direct into our bank account or by debit/credit card, which can be paid at our Reception desk or over the telephone.
- 13.8 We accept all major Credit and/or Debit Cards. Where payment is made by Credit Card in respect of disbursements incurred on your behalf an administration charge of 1.5% plus VAT may be added to the total amount of any disbursements. There is no administration charge on the payment of our legal costs or on payments made by Debit Cards.

14 Disputed fees

- 14.1 If you dispute the amounts in your bill you must write to us within 14 days of the date of the bill to advise us.
- 14.2 We are required to inform you in writing a) of your right to have the bill assessed by the Court and b) that we are entitled to charge interest on the outstanding amount of the bill.

15 Other party's charges and expenses in Court cases

- 15.1 It is important that you understand that you are responsible for paying our bills. In Court cases we will discuss with you whether your charges and expenses might be paid by another person. Even if you are successful, the other party may not be ordered to pay all of your charges and expenses, or these may not be recovered from them in full. If this happens, you will have to pay the balance of our charges and expenses. If the other party is publicly funded, you may not get back any of your charges and expenses, even if you win the case.

- 15.2 If you are successful and the Court orders the other party to pay some or all of your charges and expenses, interest can be claimed on that from the other party from the date of the Court Order. We will then account to you for the interest to the extent that you have paid our charges or expenses on account, but we are entitled to keep the rest of that interest.
- 15.3 You will also be responsible for paying the charges and expenses of seeking to recover any charges and expenses that the Court orders the other party to pay.
- 15.4 In some circumstances, the Court may order you to pay the other party's legal charges and expenses, for example if you lose the case. These charges would then be payable in addition to our own charges and expenses. We will discuss with you whether our charges and expenses and your liability for another party's charges and expenses may be covered by insurance and, if not, whether it would be advisable and practicable for you to have insurance to meet the other party's charges and expenses (if such insurance is available to you).

16 Interest payments

- 16.1 Any money received on your behalf will be held in a separate client account and in accordance with Wace Morgan's Interest Policy, which is available on request and on our website.

17 Banking

- 17.1 Under the Financial Conduct Authority ("FCA") rules Handelsbanken has permission to accept monies to be deposited into Client Accounts held at a branch or head office in England and Wales. The deposits can be divided among separate client accounts and also distributed between different banks.
- 17.2 Monies paid to us are paid into our clients accounts as regulated by the Solicitors Regulation Authority and the SRA Code of Conduct 2019 and the SRA Accounts Rules 2019. We are thereby required to notify you that: -
- 17.3 If a bank in which we deposit money fails, it is unlikely that we will be held liable for losses resulting from that bank failure. However, our position is – it is a term of agreement with you -that our liability in the event of such banking failure is hereby excluded.
- 17.4
- a) We operate multiple client accounts into which our clients' monies are pooled. The Financial Services Compensation Scheme ("FSCS") currently covers deposits belonging to clients up to £85,000 per client per bank or authorised lending institution (although this may change from time to time)
 - b) This £85,000 is personal to you, so if you hold other monies with the same bank and it fails, the FSCS limit of £50,000 would apply to all deposits whether held by you directly or by us
 - c) Some banks and deposit taking institutions have different brand names but are in reality a single institution for FSCS purposes. You should check with your bank, the FCA or an independent financial adviser for more information
 - d) If a bank fails, in order to receive compensation from the FSCS, we must notify the FSCS with details of all clients, which we can only do with your consent. Your acceptance of these Terms of Business shall be deemed to be such consent for these purposes
- 17.5 Further information can be obtained from the following website
<http://www.fscs.org.uk/what-we-cover/questions-and-answers/qas-about-deposits>

18 Compliance with Money Laundering Regulations

- 18.1 The Money Laundering, Terrorist Financiers and Transfer of Funds Regulations 2017 require that we identify and verify our Client's identity and conduct ongoing monitoring of the matter. We are not able to receive any money into a Client Account for you until identification matters have been satisfactorily dealt with.
- 18.2 Under anti-money laundering legislation we are obliged to confirm the identity of individuals and companies and the beneficial owners of organisations and trusts before accepting new instructions, and to review this from time to time. To avoid the need to request detailed identity information from you, we may use approved external services which review publicly available information on companies and individuals. However, we may also request that you provide passport / address verification in addition if we are completing a conveyancing matter or require additional evidence. If you do not provide satisfactory evidence or information within a reasonable time, we may have to stop acting for you. In that event, you will be charged for any work we have already completed.

- 18.3 Please note that the Proceeds of Crime Act 2002 and related regulations set out certain reporting requirements with which we have to comply. These requirements override our professional confidentiality to you. We are professionally and legally obliged to keep your affairs confidential. However, solicitors may be required by statute to make a disclosure to the National Crime Agency ("NCA") where they know or suspect or have reasonable grounds for knowing or suspecting that a transaction may involve money laundering (which could include dealings with the proceeds of any criminal act) terrorist financing or tax evasion. If we fail to make a disclosure, we commit an offence under the Anti Money Laundering legislation.

We shall not be liable for any losses, you incur arising from our inability to progress with a transaction, whilst we are prevented from doing so, by such restrictions. These losses may include penalties for delay, interest payments, damages or costs claimed or the failure of the transaction

18.4 The Criminal Finance Act 2017

Prohibits any Fee Earner in this Firm, from facilitating, procuring, aiding or abetting any tax evasion and any Fee Earner will refuse to implement which may require him/her to facilitate any tax evasion. Any instructions given which may require any Fee Earner to facilitate any form of tax evasion, will be declined or refused and the retainer terminated. The Firm will not be responsible for any loss as a consequence of any action taken or termination of the retainer.

19 Cash

- 19.1 Mindful of our obligations under the Money Laundering, Terrorist Financiers and Transfer of Funds Regulations 2017 and the Proceeds of Crime Act 2002, we regret that we are unable to accept any payments in cash (whether in settlement of our charges or otherwise) in excess of £1000. Any requests to make payments to us of amounts exceeding this amount in respect of a single transaction can only be agreed by the Firm's Money Laundering Reporting Officer (MLRO) or the Managing Director.

20 Communications

- 20.1 We will communicate by post or we may telephone (landline or mobile), email, fax or text if you have the necessary facilities unless you tell us not to. There are specific points of which you should be aware:

- a) Communications over the internet may not be secure
- b) We do not guarantee that every email, fax or text sent either by you or by us will reach the intended recipient
- c) Viruses or other harmful and unwanted software may be spread over the Internet. Whilst we take reasonable precautions to prevent these problems by use of a firewall and virus checking software, we do not guarantee that our email correspondence will be free from viruses etc. If we are to communicate by email, it is on the basis that you will also take reasonable precautions to prevent such viruses or other harmful software.

21 Exclusions and limitations of liability

- 21.1 We shall not be liable to you for any failure or delay or for the consequence of any failure or delay in performance of your instructions if it is due to any event beyond our reasonable control including without limitation, acts of God, war, banking failure, industrial disputes, protests, fire, flood, storm, tempest, explosion, acts of terrorism and national emergencies.
- 21.2 Save as stated in this section paragraph headed "Exclusions and Limitation of Liability" our total liability to you for any loss, liability or damage howsoever caused whether through negligence, delay, non-performance, breach of contract or otherwise by the Firm will be limited to an amount of £30 million for any one claim.
- 21.3 We can only limit our liability to the extent the law allows. In particular, we cannot limit our liability for death or personal injury resulting from our negligence, any loss caused by our fraud, fraudulent misrepresentation or reckless disregard of our professional obligations or any other situation where the law prohibits us from excluding or limiting our liability to you. The provision under exclusions shall continue to apply notwithstanding the termination of our engagement for any reason.
- 21.4 Any dispute or legal issue arising from our terms of business will be determined by the law of England and Wales, and considered exclusively by the English and Welsh courts.
- 21.5 Our advice to you is recorded in file notes or in correspondence as the case may be. We will only advise you as to the matters on which you have specifically sought our advice. We can only advise you on matters relating to English and Welsh Law. If we do not feel that we are competent to advise you we will notify you and may be able to refer you to other professional advisers having the required expertise.

22 Financial Advice

- 22.1 We do not provide financial advice.
- 22.2 The Firm is not authorised under the Financial Services and Markets Act 2000 (Benchmarks) Regulation 2018 but we are able in certain circumstances to offer a limited range of investment services to Clients because we are members of the Law Society. We can provide these investment services if they are an incidental part of the professional services we have been engaged to provide.
- 22.3 If, whilst undertaking work for you, you need advice on investments, we may refer you to someone who is authorised by the FCA.

23 Insurance Mediation

- 23.1 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 out 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. The register can be accessed via the Financial Conduct Authority website at www.fca.org.uk/firms/financial-services-register
- 23.2 The most likely circumstances which we are likely to be involved in arranging insurance contracts are the following:-
- a) after the event accident insurance in personal injury claims
 - b) missing beneficiary indemnity in probate cases
 - c) insurance against conveyancing risks (such as restrictive covenant, defective title or defective access or service risk indemnity)
- 23.3 We use a number of companies established within this specialist market which we believe provide the appropriate insurance cover. However, we do not make any surveys between companies as to either the terms of cover or premium payable. If you require comparison of the market to be made we can refer you to specialist insurance brokers. You would need to advise us in writing to do this at the outset of any transaction, whether or not any insurable risk has been identified at that time.

24 Tax Advice

- 24.1 Unless agreed in writing at the outset we will not provide tax advice on your proposed transaction (including Stamp Duty Land Tax).
- If you do ask us to provide tax advice we will discuss with you whether it is a matter on which we are able to give advice or if a tax specialist should advise you.

25 Third Party Insurance

- 25.1 There may be occasions when it will be necessary to instruct a third party either on your behalf or jointly with other parties to assist with your matter (e.g. actuary, financial adviser, forensic accountant, pensions expert, stockbroker, surveyor, valuer). We will of course discuss any such appointment and agree everything with you in advance. The instructions will be given to the third party on the basis that you contract directly with the third party and that you are responsible directly to the third party for payment of the third party's fees.

26 Data Protection

- 26.1 As an essential part of our business, we collect and manage client and non-client data as a "Data Controller". In doing so, we observe the UK data protection legislation, and are committed to protecting and respecting client's and non-clients' privacy and rights.
- The information that we seek to collect from you, enables the Firm to:-
- a) Administer our relationship with you, provide services and respond to
 - b) enquiries
 - c) Deliver requested information to you about our services
 - d) Ensure the billing of any procured services and obtain payment
 - e) Process and respond to any complaints
 - f) Enable us to meet our legal and other regulatory obligations imposed on us
- 26.2 As a Data Controller, in respect of the information collected, we are subject to the General Data Protection Regulations 2018.

Please note that working for you may require us to give information to third parties, such as expert witnesses and other professional advisers and the legal basis of disclosing this information is for legitimate or contractual obligations to meet the requirements of providing services to you.

Under the terms of the General Data Protection Regulations 2018 you are entitled to certain Rights and these can be found in the Privacy Notice on the Firms Website www.wace-morgan.co.uk or on a request a hard copy can be forwarded to you.

27 Storage of Documents

- 27.1 After completing the work, we will be entitled to keep all your papers and documents while there is still money owed to us for fees and expenses.
- 27.2 When the matter is completed, unless we advise you otherwise, we will keep our file of papers for a period of at least six years. If you require us to keep your file for a longer period, you must notify us of that in writing at the earliest opportunity and we reserve the right to make a charge for this service. If you do not notify us, we will keep the file on the understanding that we can destroy it after the period of seven years from the date of the final bill has elapsed. We will not destroy documents you ask us to deposit in safe custody.
- 27.3 If we take papers or documents out of storage in relation to continuing or new instructions to act for you, we will not normally charge for such retrieval. However we may charge you for time spent producing stored papers that are requested and also reading, correspondence or other work necessary to comply with instructions in relation to the retrieved papers.
- 27.4 We provide a safe custody service to our Clients for Wills, Deeds and other securities. No charge will be made for that storage unless we notify you otherwise or unless you remove such documents.

28 Equality and Diversity

- 28.1 This Firm is committed to eliminating discrimination and promoting equality and diversity in its own policies, practices and procedures and in those areas in which it has influence.
- 28.2 This applies to the Firm's professional dealings with Directors, Salaried Partners, Solicitors, Licensed Conveyancers, ILEX Fee earners and support staff, barristers, clients and third parties.
- 28.3 The Firm intends to treat everyone equally and with the same attention, courtesy and respect regardless of their disability, gender, marital status, age, race, racial group, colour, ethnic or national origin, nationality, religion or belief or sexual orientation.
- 28.4 Please let us know if you need any particular assistance from us, such as facilities to help with mobility, vision or hearing, or information in a different format.

29 Termination

- 29.1 You may end your instructions to us in writing at any time, but we can keep all your papers and documents while there is still money owed to us for fees and expenses.
- 29.2 We may decide to stop acting for you only with good reason, such as:-
- a) Where a conflict of interest arises
 - b) You fail to provide us with written instructions within 10 working days of being asked to do so
 - c) It becomes professionally improper for us to continue acting on your behalf
 - d) You fail to pay a bill as it falls due
 - e) You fail to pay us a sum on account of costs and/or expenses when requested to do so
 - f) It is clear the professional relationship between us has broken down.
- 29.3 If you or we decide that we should stop acting for you, you will pay our charges and expenses up until that point. These are calculated on an hourly basis plus expenses as a proportion of agreed fees as set out in these terms and conditions.
- 29.4 If we are acting for you in Court proceedings, you agree that you will sign a Notice of Acting in person, which we may hold, undated, on our file. If our retainer is terminated, for whatever reason, you irrevocably authorise us to lodge that Notice at Court (thereby removing ourselves from the Court record) on the expiry of seven days written notice to you at your last known address.

30 Client Acknowledgement – Agreement

- 30.1 Unless otherwise agreed, these Terms of Business apply to any future instructions you give to us.

You should also read the Client Care Letter, which we have provided to you with these Terms of Business. Your continuing instructions will amount to your acceptance of both the Client Care Letter and the Terms of Business. Even so, we ask you please to sign and date the enclosed copy Client Care Letter and return it to us immediately. We can then be confident that you understand the basis on which we will act for you.

31 Your right to cancel this agreement

- 31.1 The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 may apply to the agreement between us. This means that you may have the right to cancel your instructions to us within 14 days of receiving the Terms of Business. If your contract is covered within these regulations, we attach a model cancellation form to your Client Care letter to provide information to help you. You do not have to use this form, instead you can send us confirmation by way of letter or email to the case handler. We will pay back any money you have sent us within 14 days of receiving notice from you.
- 31.2 Because of the work we are undertaking on your behalf, it may not be in your best interests for us to delay starting work until the end of this 14 day period. If you would like us to commence work on your file within this period please sign and date the copy client care letter as confirmation of your instructions. In these circumstances, if you subsequently cancel the contract within the 14 day period we will charge an amount which is in proportion to the services we have provided during this period.

32 Complaints – Our Service

- 32.1 We are committed to providing a high quality legal service to all our Clients. If you are unhappy with any aspect of our service we want to know about it, as we take all complaints seriously. If you have a complaint, please contact our Complaints Officer on 01743 280 100 or by post to 21 St Mary's Street, Shrewsbury, SY1 1ED or email help@wmlaw.co.uk. A copy of our complaints policy is available on request via the Complaints Officer. As well as using our internal complaints procedure, you also have the right to complain to the Legal Ombudsman and the Legal Ombudsman can be contacted at:-

PO Box 6167, Slough, SL1 0EH
Telephone 0300 555 0333,
Minicom text phone 18002 0300 555 0333
Email enquiries@legalombudsman.org.uk
Website www.legalombudsman.org.uk

- 32.2 The Legal Ombudsman can only start investigating a problem after you have directed your complaint to us. We have up to eight weeks to respond. If you are not happy with our final response, or we have not responded within eight weeks, you can ask the Legal Ombudsman to look at your complaint.
- 32.3 The Legal Ombudsman expects complaints to be made to them within a year of the date of the act or omission about which you are concerned or within a year of you realising there was a concern. There is also a requirement to refer your concerns to the Legal Ombudsman within six months of our final response to you.
- 32.4 The Legal Ombudsman will not accept complaints where the act or omission date of awareness was before 6th October 2010.
More information can be found here: [Legal Ombudsman](#)
33. You can also raise your concerns with the Solicitors Regulation Authority (SRA) and further guidance is available on the following SRA link:-
www.sra.org.uk/consumers/problems/report-solicitor.page
34. The Legal Ombudsman can only deal with complaints from individuals and small businesses, charities, clubs, societies, associations and trusts with a turnover of less than £1million. Clients with a turnover of over £1million still have a right to complain to us about our service and object to their bill using the above process.
35. Alternative bodies (such as ProMediate – website: www.promediate.co.uk) exist which are competent to deal with complaints about legal services should both you and this firm wish to use such a scheme. We do not agree to use ProMediate, or other alternative bodies, as we are satisfied that the Legal Ombudsman is the appropriate referral body.
- 35.1 You also have the right to object to our bill and apply to the Court for an assessment of it under Part III of the Solicitors Act 1974.

However, the Legal Ombudsman may not deal with a complaint about the bill if you have applied to the court for an assessment.

