

TERMS OF BUSINESS**Introduction**

At the beginning of a new matter, clients will receive a letter confirming the instructions received, the name of the supervising staff member, other professional staff involved and information on costs. This information is updated as necessary.

The client engagement letter together with these terms of business set out the terms on which PWT Advice LLP accepts instructions and charges for its services. If there is any conflict between these terms and the client engagement letter then the latter will take precedence.

PWT Advice LLP

PWT Advice LLP is regulated by the Solicitors Regulation Authority to provide legal advice, with SRA number 551173. The SRA is the independent regulatory body of the Law Society. See www.sra.org.uk for further details. The SRA Handbook can be found here: <http://www.sra.org.uk/handbook/> and this Handbook sets out the standards and requirements that we have to adhere to.

PWT Advice LLP is also a limited liability partnership registered in England with registration number OC358662.

Place of business

Our registered office is located at 36 The Mount, Fetcham, Surrey KT22 9EA. We can arrange meetings at locations suitable to our clients.

Client's responsibility

We depend upon clients giving clear and prompt instructions, responding promptly to communications and providing full and accurate information.

Service standards

We will endeavour to keep clients regularly informed of progress on their matter and explain the legal work that

may be required. We will communicate with them in plain language and inform them of the likely time scale involved.

Correspondence

Wherever possible the use of email is encouraged and usually results in a quicker response time. However, when communicating by email or fax we cannot accept any responsibility for computer-generated viruses or for the security of the transmission. If a client requires documents that are sent out by email to be password protected, the client must inform us of this otherwise attachments will be sent without password protection.

Fees and expenses

We will whenever possible agree a fixed fee with clients for the advice they require. Full details of our fees are set out in the client engagement letter.

We may need to incur expenses on clients' behalf from time to time and such expenses will be recharged. We reserve the right to ask for funds on account of our fees or any expected expenses that we may incur.

VAT

VAT will be payable on our fees and on taxable expenses incurred unless exempt, zero-rated or outside the scope of VAT. Our VAT number is 101 7052 71.

Payment of our invoices

Our invoices are payable within 30 days of delivery. We are entitled to charge interest at the judgment rate for any invoice that remains outstanding for more than 30 days from delivery. A client's right to seek assessment of our final bill, under the provisions of the Solicitors Act 1974, runs from the date of delivery. We reserve the right to exercise a lien over a client's files and any related deeds and documents unless and until all bills rendered to that client have been paid in full.

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When we receive money from or on behalf of a client, it will be paid into a general client account. Sometimes, at our discretion, client monies may be held in a separate designated client account instead.

Any client account, whether general or designated, is separate from our own bank account and is held on instant access terms unless otherwise instructed.

Currently we deposit client monies with Metro Bank.

In the event of any bank with which client monies are deposited failing to repay that money we will not be liable for the loss. The client may be protected under the Financial Services Compensation Scheme (FSCS) subject to limits (currently £85,000 per depositor, but with a £1m protection limit for temporary high balances in some circumstances). The FSCS limit applies to the individual client so if a client holds other monies in the same bank as PWT Advice LLP then the total limit will be £85,000.

In accordance with the Solicitors' Accounts Rules 2011, it is the firm's policy to account to its clients for a sum in lieu of interest on a fair and reasonable basis.

The sum in lieu of interest paid to clients on money held in the general client account is in line with Metro Bank published interest rates and is normally calculated and applied at the conclusion of the matter. If the sum in lieu of interest should exceed £20 the funds will be credited to the client. If, however, the balance is less than £20 then no sum in lieu of interest will be paid to the client.

In addition, we will not pay a sum in lieu of interest in any of the following situations:

- on money held for the payment of a professional disbursement, once counsel etc. had requested delay in settlement;
- on money held for the Legal Services Commission;
- on an advance from us to fund a payment on behalf of a client or trust in excess of funds held for that client or trust; or
- if there is an agreement to contract out of the provisions of our policy.

If monies are held in a separate designated client account, any interest of less than £20 earned in that account will only be paid to the client at the firm's discretion. Otherwise the interest arising will be paid to the client in full.

Confidential information

We will at all times keep confidential any information clients give us in the course of acting for them. However, UK anti-money laundering legislation covers the proceeds of any crime, no matter how small, and extends to activities taking place outside the UK which would be criminal if committed in the UK (e.g. evasion of foreign taxes). If we become aware of, or suspect, the existence of proceeds of crime as a result of information a client or anyone else provides to us then we may have to make a report to the National Crime Agency (NCA). In some circumstances we may have to make a report without informing our client. Our legal obligations under the money laundering legislation may override the duty of confidentiality that we owe clients. We will not be liable to clients if they suffer any damage or loss caused by this release of confidential information in these circumstances or by any delay in acting for clients while we make the necessary report to the NCA.

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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 clients' files.

Outsourcing of work

Sometimes we ask other lawyers or advisers to provide assistance or specialist advice for our clients. We will always ask these advisers to keep confidential any client information we give them. We will ensure that any external advisers are aware of their legal obligation to comply with the General Data Protection Regulation.

Professional indemnity insurance

Our insurers are Endurance Worldwide Insurance Ltd and our policy covers us worldwide (excluding claims brought in the US and Canada) to a limit of £3m.

Client due diligence

The law requires solicitors to obtain satisfactory evidence of the identity of their clients and sometimes people related to them, to comply with the anti-money laundering legislation.

To comply, we need to obtain evidence of each client's identity as soon as possible. Our practice is to ask that clients provide us with a passport and recent (less than three months' old) utility bill or credit card statement. We must see the original or a copy certified by a suitable professional, e.g. bank manager, another solicitor or accountant.

Storage of papers & GDPR

We may destroy our paper files six years after the matter has completed. We may store correspondence and documents electronically after that time.

Our use of any information given by clients is subject to their instructions, the UK's Data Protection Act and the

General Data Protection Regulation (GDPR) 2016/679 and our duty of confidentiality. We are data controllers and we use the information provided for the provision of legal services and for related purposes including updating and enhancing client records, statutory returns and legal and regulatory compliance. Clients have a right of access under data protection legislation and GDPR to the personal data that we hold about them.

Recommendations

If we should recommend anyone's services to clients, such as accountants, surveyors, foreign lawyers or anyone else, we shall do so in good faith and this shall be the sole extent of our liability with regard to the recommendation in question.

Limitation of liability

Our liability to clients for a breach of contract or negligence shall not exceed the amount of our professional indemnity insurance cover at the time the claim arises 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.

Contract (Rights of Third Parties) Act 1999

Unless we specifically agree to the contrary in writing we shall act only on our clients' behalf in relation to the work that we do for them and the Contracts (Rights of Third Parties) Act 1999 will not apply.

Any legal advice that we give our clients is for their own use only and we shall not be liable to anyone else in relation to that advice (including anyone to whom clients pass or transmit it) unless we

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expressly agree to be liable to the recipient(s) in writing.

The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013

If the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations of 2013 apply, you will have a period of 14 days to cancel our contract for services. If you instruct us to work for you within this 14-day period, then you will be deemed to have waived the right to cancel and we will have the right to charge for our services in that period.

Equality and diversity

We are committed to promoting equality and diversity in all of our dealings with our clients, third parties and consultants and are required to produce a written equality and diversity policy. A copy is available on request.

Governing law

Our relationship with our clients is governed by English law and any dispute arising out of or in connection with it will be subject to the exclusive jurisdiction of the English courts.

Copyright

We retain the copyright in any work created for clients but, subject to them having paid all costs promptly, they have the right to use such copyright material for the purpose for which it was created.

Complaints

PWT Advice LLP is committed to high quality legal advice and client care. If clients are unhappy about any aspect of the service they have received, or about the bill, they should contact Jo Summers, Partner, by email: jsummers@pwtadvice.co.uk, on 0345 833 9025 or by post to our registered office.

If clients are not satisfied with our handling of their complaint they can ask

the Legal Ombudsman to consider the complaint. Contact details for the Legal Ombudsman are:

Telephone: 0300 555 0333

From overseas: +44 121 245 3050

Email: enquiries@legalombudsman.org.uk

Postal address: PO Box 6806,

Wolverhampton WV1 9WJ.

Website: www.legalombudsman.org.uk

There is a time limit for complaints to the Legal Ombudsman, currently of 6 months.

Termination

Clients may terminate our engagement by notice in writing at any time. We may decide to stop acting for clients if we have good reason and on giving reasonable notice. This may occur, for example: if we are prevented from continuing due to Practice Rules or ethical code; in the event of non-payment of our bills or expenses; if there is a breach of good faith; or if clients refuse to accept our advice and there is a breakdown of the solicitor/client relationship. On the termination of our engagement the client must pay our charges and expenses up to the time of our ceasing to act. These terms will continue to apply where relevant even after we have ceased to act for the client.

Amendment of these terms

From time to time it may be necessary for us to amend the terms on which we act. In such a case, we will inform our existing clients of the proposed changes. Any clients who object to this must contact us in writing within 21 days. Otherwise, such amendments will be deemed to come into effect from the end of that period.

PWT Advice LLP
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