



FILE REFERENCE:

CLIENT & MATTER:

Thank you for instructing Wilson Davies & Co Solicitors in connection with the above matter. These Terms and Conditions set our general terms of business for the legal services we provide. It is supplemental to any initial letter of engagement we send to you and together will form the basis of the contractual agreement between us.

We aim to provide our clients with a professional, efficient and friendly service at a fair and reasonable cost.

We will:-

- Ensure you understand fully the steps involved in any matter we deal with on your behalf
- Keep you regularly updated as to the progress of your case
- Represent your interests
- Ensure you understand fully your legal position in any given matter and any possible financial risks involved
- Deal with any queries and questions promptly

Opening Hours

Our Office is open between 09.00am and 05.00pm weekdays.

Who we are

Wilson Davies & Co Solicitors is a partnership and an authorised body which is authorised and regulated by the Solicitors Regulation Authority under SRA number 805995. The SRA standards and regulations may be viewed at www.sra.org.uk/solicitors/standards-regulations

Equality and Diversity

We are committed to promoting equality and diversity in all of our dealings with clients, third parties and employees. Please contact us if you would like a copy of our Equality and Diversity Policy. We will not discriminate against our clients, potential clients, employees or third parties on the ground of gender, age, sexual orientation, disability, race or religious belief.

Data Protections /GDPR (EU General Data Protections Regulation) and Privacy Notice

As a firm we comply with the current law on data protection and use the information you provide primarily for the provision of legal services to you and for related purposes.

This includes:

- Updating and enhancing client records
- Analysis to help us manage our practice
- Statutory returns
- Legal and regulatory compliance

Our use of that information is subject to your instructions, the Data Protection Act 1998 and our duty of confidentiality. Please note that our work for you may require us to give information to third parties such other professional advisers. You have a right of access under data protection legislation to the personal data that we hold about you. Our Privacy Notice, which is available to view on our website or upon request, sets our details of how we use your personal data, your rights and how we store your data.

Financial Services

When we act for you, we are acting as your legal advisers. We are not authorised by the Financial Conduct Authority. However, we are included on the register maintained by the Financial Services Authority so that we can carry on insurance distribution activities, which is broadly the advising on, selling and administration of insurance contracts. This part of our business, including arrangements for complaints or redress if something goes wrong, is regulated by the Solicitors Regulation Authority. The registry can be accessed via the Financial Conduct s Authority website www.fca.org.uk/firms/financial-services-register.

Sometimes, conveyancing, family and probate involves investments. We are not authorised by the Financial Conduct Authority and so may refer you to someone who is authorised to provide any necessary advice. However, we can provide certain limited services in relation to investments, provided they are closely linked with the legal services we are providing to you, as we are regulated by the Solicitors Regulation Authority

Nothing we say or do should be taken as advice on the merits of any investment activity (whether under the Financial Services and Markets Act 2000 or otherwise). No communication from us will constitute or should be regarded as an invitation or inducement to engage in any investment transaction or other activity or to exercise any rights conferred by any investment. You are solely responsible for any decision you take to negotiate or enter into a proposed transaction and should

do so based on your own assessment of its merits or risks. If you are in any doubt over these matters, you should seek advice from an appropriately qualified financial adviser.

Confidentiality

As a firm we are bound by a duty of confidentiality. This means that we will keep all details and information we hold about you, including details in relation to your matter(s), confidential and we will not disclose information to anyone outside of the firm without your prior consent. Unless you have informed us in writing to the contrary, we will assume that we have your consent to disclose your file on a strictly confidential basis to Quality Assessors, Auditors and our Professional Indemnity Insurers or their Agents.

If you would like us to discuss your matter with somebody else on your behalf, you must confirm this verbally, and also in writing if so requested. Without your expressed permission, we will not discuss your matter with anyone other than you.

Subject to the foregoing, we may be required to disclose confidential information in particular circumstances, for example to the Government or to other statutory bodies as required by law.

There are certain reporting requirements in relation to Money Laundering Regulation, which override our duty of confidentiality to you, as detailed in the Anti-Money Laundering section below.

Anti-Money Laundering

The Money Laundering, Terrorist Financing and Transfer of Funds (information on the Payer) Regulations 2017 require solicitors to complete certain checks on their clients (including companies) and sometimes related parties to ensure that their services are not being used for the purposes of criminal activities and specifically, money laundering. We are required to complete prescribed checks including but not exclusively, checking and verifying the identity of any individual or persons associated with any legal entity we act for. We will also take steps to verify the authenticity of any bank account we pay money too. If we are required to send money or receive money from a non-UK bank account, we will undertake additional checks.

We will not be able to act for you unless we are able to verify your identity as aforesaid and are able to satisfy ourselves that you instructing Wilson Davies & Co Solicitors for legitimate legal matter or transaction.

We may be required by statute to make a disclosure to the Serious Organised Crime Agency where we know or suspect that a transaction may involve money laundering or terrorist financing. If we make a disclosure in relation to your matter, we may not be able to tell you that a disclosure has

been made. In the event of such a report being made to the relevant authorities, whether appropriately or not, we will not be held liable and in no circumstances will any compensation be due or payable.

Unless in exceptional circumstance, we do not accept cash payments exceeding £500. Where we have to pay money to you, it will be paid by cheque or bank transfer. It will not be paid in cash or to a third party.

As part of our compliance with Money Laundering regulations, we will ask you to provide us with evidence of identity as soon as practicable. This is a requirement for both new clients and existing clients of the firm. If you have not already done so, please supply us with the original of one item from Table A and one item from Table B below. Please note that same document for each table will not suffice.

TABLE A	TABLE B
1.Current signed Passport 2.Current full UK Driving Licence photocard 3.National ID Car (non-UK residents) 4.Military / Police ID Card with photograph 5.Firearms or shotgun Certificate	1.Utility Bill less than three months old 2.Original Council Tax bill less than three months old 3.Recent original Mortgage Statement less than three months old 4.Bank Statement from UK bank less than three months old 5.Current full UK Driving Licence photocard 6.Letter from HMRC with tax demand or self-assessment

If you are a corporate client, we will require the abovementioned personal identification from the beneficial owners of the company, or anyone with more than a twenty-five per cent share in the company or who otherwise exercises control of the company, for example, directors. If your company is a Partnership or LLP, we will require personal identification from anyone who is entitled to or has control over more than twenty five percent of the capital of profits, more than twenty-five per cent of the voting rights or who otherwise exercises control.

Our existing clients may be asked periodically to provide us with evidence of identity.

In the event that we are unable to verify your identity because you are unable to attend our office, we will require copies of your identification to be certified by another firm of solicitors who should

preferably send the certified identification directly to us. The solicitor may charge a small fee for this service. We will not certify an individual's identity unless they appear before us with their original documentation.

When we act for an estate, we will need to verify the identification of at least two of the executors to proceed. We will also check the identify and bank details of beneficiaries if we are required to make payments to them from an estate. We will also verify the legitimacy of any charity or charitable organisation we pay funds to.

Electric Verification Checks

We may agree to carry out electronic identity verification checks on residential property matters and on other matters. The cost of the search is £8.40 and will be added to your matter as a disbursements which you will be liable to pay on or before the conclusion of your matter.

Our professional fees

Like other solicitors, our charges are based on fixed hourly rates. Hourly rates are determined accordingly to the qualifications and experience of the person dealing with your matter. Unless you engage our services on a fixed fee or written quotation, our fees will be calculated principally by reference to the time spent by us dealing with your work. Routine letters or e-mails sent and received and telephone calls made and received are each charged at 1/10th of the fee-earner's hourly rate. Other lengthy letters, e-mails and telephone calls will be charged with reference to the time spent on each letter, e-mail or telephone call. This includes attending upon you and others on your behalf, attending Court, meetings and conferences, considering, perusing or reading documentation together with any preparation. Also included is time spent travelling away from the Office if this is necessary. Our fixed hourly rate is calculated taking into account all usual business overheads but do not include third party payments or disbursements and are always subject to VAT.

Our hourly rates may be subject to change during the course of your matter in line with our annual price increases.

Please note that should it become necessary for another member of our team to work on your matter, the time they have spent may be charged at their rate, which may be higher. We will inform you if this is the case. We will try to avoid changing the people who handle your work; however, if this cannot be avoided, we will advise you of any change and why it may be necessary.

We are a firm registered for VAT which will be charged at the appropriate rate (currently 20.00%) on all fees and expenses (where applicable). We are happy to supply our VAT registration number upon request.

We offer a range of fixed fee services, which are available to view on our website at www.wilsondavies.co.uk or upon request from our office. If, for any reason, your matter does not conclude or you decide not to proceed after instructing us, we will be entitled to charge you for any work which we have already completed. In the case of fixed fee services and residential conveyancing, this may include abortive costs (which will not for the avoidance of doubt exceed the fixed fee), and also any disbursements where the liability to pay the same had been incurred by us.

Photocopying charges are normally included within our hourly rate charges. However, we reserve the right to make additional charges, especially if we have to use outside sources due to assist us due to excessive court bundles, for example. We will notify you in advance if this is the case.

Where we carry out work which falls outside the scope of an accepted fixed fee or written quotation, we may charge fees at our standard hourly rates in addition to the fixed or quoted fee. We may also charge additional fees on the same basis for work within the scope of such a quotation which is made more time-consuming, onerous or urgent as a result of the circumstances or information which we did not know about or could not have reasonably anticipated at the time of the quotation. We will advise you if we consider this is likely in your matter.

Probate and Estate Administration Charges

When we administer an estate, our charges may be reflected as a percentage of the value of the estate, in which case an hourly rate will not be charges. Our fees for probate and administration services can be viewed on our website www.wilsondavies.co.uk or upon request.

Expenses and Disbursements

You are required to pay the expenses we incur in the course of dealing with your work. These are referred to as disbursements. These (non-exhaustive) disbursements will include:

- travel and subsisting expenses
- All residential search and Land Registry fees
- Court fees
- Stamp duty
- Barrister's Fees
- Expert's fee i.e. forensic accountants, pension actuaries and surveyors

These expenses are separate from our professional fees and it is our policy to ask you to pay these in advance of the fee being incurred.

Experts and Barrister's Fees

Sometimes it may be necessary to instruct barristers and other experts in the course of your matter, to give their professional opinion and advice to you, or to provide expert evidence to the court. We will use our best professional judgement to help you select an appropriate barrister or expert for your case. Unless you have informed us in writing of your own preferred barrister or expert, we will instruct the said barrister or expert. However, we will not be liable for any verbal or written advice of any barrister or expert we help nominate and instruct on your behalf. Further, we will not be able to provide any redress for any issue you find with the services of the barrister or expert instructed. You will be liable to pay us the professional fees of the barrister or expert whether or not you are satisfied with the service you have received from them. Any complaint about a third party including a barrister or expert should be sent directly to them.

For the avoidance of doubt, an estimate of legal costs does not include the fees of barristers or experts we instruct for or on your behalf, or disbursements. We may not know until your case has progressed what these third-party charges or disbursements will be. We will be able to provide you with an estimate as your case progresses, provided we are given an estimate of the said charges by the barrister or expert we propose to instruct on your behalf. We will always seek an estimate of fees from third parties before issuing instructions. You should ask the fee-earner dealing with your matter if you are not sure of, or need us to clarify the fees of a barrister or expert instructed on your behalf, or disbursements.

Estimated Costs

In all cases, with the exception of those based on a fixed fee or written quotation, we will tailor our services to meet your individual needs. For that reason, is often difficult to accurately or precisely calculate at the onset of a matter the likely overall costs and the cost-effectiveness of the matter, but we shall do so when we have a fuller understanding of the work which is likely to be involved. The provision of estimates (orally or in writing) from time to time for the likely costs of a piece of work is an estimate only and does not constitute a contract to carry out work at that cost. The estimate is for your guidance. Unless stated in writing to the contrary, the provision of figures as to the likely costs of a piece of work does not include disbursement and VAT.

It may become necessary to carry out work which could not have been foreseen at the onset of your matter. Such work will be carried out and charged at the fee-earner's standard hourly rate in

addition to the costs estimate above given. We will, however, use our best endeavours to keep costs as close to the original estimate as possible.

In order to keep your costs to a minimum, we will not contact you unless it is necessary to do so. You can keep your costs as low as possible by replying promptly to any request for information or instructions. Whilst the person with day-to-day conduct of your matter will usually be able to speak to you, please remember that the nature of our charges means that you are charged for the time they spend on each telephone call with you.

Please feel free to ask the fee-earner dealing with your matter for an updated cost estimate as your matter progresses.

Funding your legal fees

We do not offer services that are publicly funded. If we believe that you may be eligible to receive public funding, we will tell you and you will then have the option of instructing another firm able to offer such services. You will, of course, always retain the option of instructing us on a privately paying basis.

Should you decide to end your instructions at any point, you will remain liable to pay for all work we have undertaken on the matter to date, including barristers and expert's fees, and all disbursements which have been incurred.

Payment on Account and Invoicing

We will usually ask you to make payments on account of costs from time to time during the course of your matter. These payments assist in meeting our expected charges and expenses, and punctual payment will help to avoid incurring any delays in the progress of your matter. If you do not make payments on account promptly when requested, we will be entitled to stop working for you and may cease acting for you. If your matter is adversely affected by use ceasing work on your behalf or ceasing acting because you have failed to make a payment on account when requested, we will not be liable for any loss suffered by you, and in the case of court proceedings, cost or other sanctions which the court may impose.

When you make a payment on account of costs and disbursements, these payments will be held in our firm's client account. When we render an invoice or provide you of other written notification of our fees incurred, we will forthwith transfer payment from our client account to our own account in settlement of your fees together with VAT and any expenses we have paid on your behalf.

In certain matters, where we receive money on your behalf, we may deduct our costs and expenses before accounting to you if there are outstanding fees and disbursements owing to us. In the case of probate and administration matters, we will deduct our fees and disbursements from the estate funds we receive.

The liability to pay our fees are your sole responsibility or, where we are jointly instructed by one or more persons, you will be jointly and severally liable.

Once we render an invoice or notify you in writing of fees owing, we require immediate payment. If all or part of any invoice remains unsettled, we reserve the right to charge you interest on the outstanding fees at 8% per annum applied on a daily basis. We also reserve the right to recover any costs in connection with collecting the overdue amount, to cease working on your behalf until the full amount outstanding has been received or permanently subject our discretion, and to retain all of your papers and documents until the amount outstanding has been received and cleared.

We accept payment made by way of cheque made payable to “Wilson Davies & Co Solicitors”, or alternatively we are able to accept payment by credit or debit Payment may be made in person or by telephone. Unless in exceptional circumstance, we do not accept cash payments exceeding £500. If you try to avoid this policy by depositing cash directly with our bank we reserve the right to charge for any additional checks we deem necessary regarding the source of funds in accordance with our Anti-Money Laundering procedures.

We accept all major debit and credit cards with the exception of American Express.

If you require any further information or would like to discuss paying by Standing Order or Direct Debit, please do not hesitate to contact the fee-earner handling your matter.

If you have any questions about an invoice or written notification of fees, in the first instance please raise these with the fee-earner dealing with your matter.

Detailed Assessment of Costs

You have the right to make an application to the court for an assessment of our bill pursuant to the Solicitors Act 1974. There are timeframes for applying and more information can be found www.gov.uk/challenge-solicitors-bill/get-a-detailed-assessment

Client account and Interest

The money we hold on your behalf including payments on account will be held in our firm's client account in accordance with the Solicitors Regulation Authority Accounts Rules. We will not pay interest earned on our client account otherwise than in accordance with our [Interest Policy](#).

We are not permitted to hold funds on your behalf unless we are doing so for the purposes of a specific legal transaction. Please do not place funds on our client account unless we have requested you to do so and you have confirmed you are making a payment. If we are unable to identify the source and purpose of funds sent to our client account, we will instruct our bank to promptly return the money to the account it came from.

We can only accept payments from a bank account or a joint bank account in your name. We cannot accept payments made by third parties unless we agree otherwise and for good reason.

We will not be responsible for losses arising from the closure of a bank where we deposit client funds. In those circumstances redress may be sought from the FSCS (Financial Services Compensation scheme which is the compensation scheme in the UK for those customers who have suffered loss when financial firms and institutions fail. For more information please contact www.fscs.org.uk

Residual balances following the conclusion of your matter

At the conclusion of your matter and after deducting our fees and disbursements, we will return to you the balance of funds we are holding. If we identify a residue balance on our client account after your matter has concluded and we are unable to notify you because you have changed your personal contact details, we may pay residual balances up to £500 to a charity nominated by us. Before we do this, we will make sure we have exhausted all reasonable measures to try to contact you including (but not exclusively) calling the telephone number we have on file for you, writing to the address and email address on our file, using social media, searching Companies House and official probate records, and making use of the Department of Work and Pensions letter forwarding service.

Risk managing of cybercrime and bank fraud

We take cybercrime and bank fraud very seriously, especially as Solicitors can often be targeted by cyber criminals. We will only disclose our bank details to verified clients and other law firm's known to us or verified by us as legitimate. We will also only make payment to bank accounts which we have verified to be legitimate. We will only pay funds to one nominated bank account for each recipient of funds unless in exceptional circumstances and for good reason. We are unlikely to ever

change or bank details especially halfway through a transaction. Please do not send funds to any other account other than the account details you have received directly from the fee-earner dealing with your case. If you receive any notification purporting to be from our firm directing you to pay funds to any account other than the account the fee earner has advised, do not pay any money and contact our office immediately. If you have any concerns about the authenticity of our written or verbal communication with you, please contact our office immediately. When sending sale proceeds and distribution sums, to ensure no fraudulent activity we will carry out a Consumer bank check. The cost of this check is £4.75 inclusive of VAT.

Timescales

We will provide you with a timescale estimate at the outset of your matter will be update you as your matter progresses. The timings of your matter may be subject to delays brought about by the Court, HM Land Registry, a mortgage lender, the other party or other factors outside of our control. If it comes to our attention that there may be a delay, we will inform you and explain the reason for any delay. Whenever we can, we will provide you with a revised timescale estimate.

We advise you not to make any arrangements based on any estimated timescale provided without first checking with us whether it would be sensible to do so. If you are aware of a deadline that needs to be met, or you require to work to a deadline, please confirm these instructions in writing. Unless we are aware of deadlines and have reasonable notice of the same, we will not be liable for any loss which you may suffer as a consequence of the same not being met, or in the case of court proceedings, any sanctions which may be imposed by the court for non-compliance.

Third Party Payments

In some circumstances, you may have the right of recovery your legal costs against a third party; this might be respect of all or part of our fees and expenses. Notwithstanding this, right, you will remain liable to us to pay our fees and expenses in the first instance. You are also responsible for paying our fees and expenses in connection with the recovery of any costs from a third party if you instruct us to do so.

If you are required to pay a third party's fees and expenses, you will still remain liable to pay our fees and expenses. This might be the case if you failed to win, either whole or in part, a court case and the court makes a costs order against you.

Commissions and Referral fees

We do not receive commission payments or pay any third parties or agents for referring work to us.

Complaints handling

We are committed to providing our client with reliable, efficient and friendly service. When something goes wrong, we need you to tell us about it. This will help us to improve our standards and put things right.

If you have a complaint, in the first instance you should contact the person handling your case. If it is not possible to resolve your issue or if you would prefer not to, please contact Senior Partner, Emma Muldoon on 01279 439184/426486 or by emailing info@wilsondavies.co.uk. If we are unable to alleviate your concerns following your initial contact raising the issue, we will send you our formal written complaints procedure. Making a complaint will not affect how we handle your case and you will not be charged for us investigating your complaint.

We will do everything we can to resolve your complaint to your satisfaction. However, in some cases, this may not be possible and you may wish to contact the Legal Ombudsman as follows: -
Legal Ombudsman of PO Box 6167, Slough, SL1 0EH

The Legal Ombudsman can help you if we are unable to resolve your complaint ourselves. They will look at your complaint independently.

Please note that any complaint to the Legal Ombudsman must usually be made within six months of the date of our final written response on your complaint. Before accepting a complaint for investigation, the Legal Ombudsman will check that you have tried to resolve your complaint with us first. You should make your complaint Within six months of receiving a final response to your complaint and in any event,

- No more than one year from the date of act/omission; or
- No more than one year from the date of the act or from when you should reasonably have known there was cause for complaint.

If your complaint to the Legal Ombudsman relates to your legal fees or an aspect of our service which is subsequently results in the Legal Ombudsman making a final decision accepted by you, that decision will be binding and enforceable by you and us and cannot be further challenged via the court system.

If you are unhappy with our behavior or conduct, you should contact the Solicitors Regulation Authority. The Solicitors Regulation Authority regulates solicitors in England and Wales and set the ethical and professional standards expected from solicitors, and from law firms that they regulate, as well as the people that work in those firms. Contact details are: - Solicitors Regulation Authority, The

Cube, 199 Wharfside Street, Birmingham, B1 1RN or DX 720293 BIRMINGHAM 47 or visit www.sra.org.uk

Termination

You may end your instructions to us in writing at any time, but please note, we to retain all your papers and documents while there is still money owed to us for fees and disbursements, including barrister's and expert's fees. We may also charge you any additional fees and expenses for work we need to complete to close your file or transfer our files to a third party including our reasonable photocopying charges.

We may stop acting for you or decline to accept instructions from you in the following circumstances:

- You do not pay our fees or provide us with funds on account promptly when requested;
- You are unable to provide us with the necessary information we require to prove your identity or complete our anti-money laundering checks;
- You fail to provide us with instructions, documentation or information that we reasonably request;
- We consider there has been a breakdown in the trust and confidence that is imperative to us continuing to act as your legal advisers;
- We consider that by continuing to act for your we would compromise our professional reputation and/or the trust and confidence the public places in us as Solicitors;
- The legal work you require is beyond our areas of practice or our skillset;
- You are verbally abusive or aggressive towards our staff or exhibit discriminatory behaviour toward our staff on the grounds of gender, race, religious belief, sexual orientation, disability or age (for the avoidance of doubt this will not relate to legal experience or qualification);
- We are unable to act due to time restraints or resources, for example, where you have a court deadline to meet at the time you instruct us which we cannot meet;
- There is a conflict of interest which prevents us acting in accordance with our regulatory requirements

We will usually explain to you why we consider we must decline instructions or stop acting for you unless we consider that by doing so, we will be in breach of our regulatory requirements or legislation.

Storage and retention of files

After concluding your matter, we will keep our file and your papers for a minimum of six years, except those papers which you ask to be returned to you. As we pay third party fees for the safe

and secure storage of your file(s) and associated data, we will add a one-fee of £10.00 plus VAT to your final invoice. We keep files on the understanding that we can destroy them six years after the date of our final invoice. We will not destroy papers if you confirm in writing that you do not want us to.

All files, papers and documents relating to a particular matter on which you instruct us will be stored by us may not be stored at our office and therefore if you require us to retrieve them, we will charge £65.00 plus VAT to cover the administrative costs of the same, unless the documents retrieved are in connection with continuing or new instructions. We may retain a copy of all or some of your file and documents before releasing them to.

We will safely store Wills, Deeds, Securities and other important documents free of charge whilst you remain our client. We will not, without your written consent, destroy such documents or release them to any third party.

If you require us to withdraw Wills, Deeds, Securities or other important documents which we hold on your behalf from storage other than in connection with continuing or new instructions, we will charge £25.00 plus VAT for the retrieval of the same and delivery to you or the case of Wills, to your personal representatives on your death. We will not release a Will to any third party without sight of an original death certificate and unless for good reason, a written authority of all the executors named in the Will. The executors will also need to prove their identity to us and save for in exceptional circumstances, will need to appear before us to collect the Will.

Next Steps

Your continuing instructions in any matter will amount to an acceptance of our Terms and Conditions of Business. However, we would ask you to sign and date one copy of these Terms and Conditions of Business and return the same to us as soon as reasonably possible.

We hope that this document clarifies and addresses any questions you may have as we commence working for you. However, should you have any questions in relation to our terms of business, please do not hesitate to contact the fee-earner handling your matter.

May we take this opportunity to thank you for choosing Wilson Davies & Co Solicitors as your legal advisers. We very much look forward to working with you.

Please confirm that you have read and understood our Terms and Conditions by signing and returning the enclosed copy together with the originals of the identification referred to above.

I confirm that I have read and understood and I accept these Terms and Conditions of Business.

Signed: _____

Dated: _____

Signed: _____

Dated: _____