

## Terms & conditions

Any term that appears in 'bold' type shall have the meaning ascribed to it in our Client Care letter (CCL).

### 1 People responsible for your work

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Every time you instruct us, our first letter to you will be our CCL. The CCL will identify

- the case handler with day-to-day responsibility for your matter and their status and
- the supervising partner or manager.

Specific tasks may be allocated to other members of the team. We will tell you the name/s of any other case handler/s working on your matter and their status. We try to avoid changing case handler but, if we have to, the new case handler will explain promptly why the change was necessary.

### 2 Types of work

Work is contentious or non-contentious.

Contentious work is defined in the Solicitors Act 1974. All matters are non-contentious unless and until they involve

- proceedings in any court
- a hearing before an Employment Appeals Tribunal or
- arbitration.

### 3 Excluded matters

We shall not advise or provide guidance on any matters which fall outside the scope of the **Initial Work or Services**.

- we shall not advise or provide guidance on tax in any form. In particular (but by way of example only – this is not intended to be an exhaustive list), we shall not advise in relation to or have any responsibility for
  - The tax implications (or potential tax implications) of this matter;
  - Any tax reporting or tax compliance obligations of or associated with this matter;

- The structuring of Our Client's affairs in a tax-efficient manner;
- The need for Our Client to obtain any taxation advice in relation to this matter now or in the future.

unless we have expressly agreed in writing that we will do so.

For these purposes the terms "tax" and "taxation" mean all forms of direct and indirect taxation whatsoever and howsoever arising and any reliefs or exemptions.

The taxation consequences of this matter should be considered by you with appropriate independent expert taxation advisers. For the avoidance of doubt, to the extent that any issues connected to or relevant to taxation are discussed or considered by us with you in the course of providing the Services, any opinion or view offered by us must not be relied upon by you. You should seek advice from an appropriate independent expert taxation advisor on the issue before acting further.

- Any laws other than the laws of England and Wales. We shall attempt to obtain separate advice for Our Client from a lawyer in a different jurisdiction where necessary/appropriate should we be instructed to do so;
- Any accountancy matters;
- Any matter expressly excluded in the Appendix to the CCL.

If we are asked to offer an opinion on the commercial, (as opposed to legal), merits of a particular course of action and we offer such an opinion, you agree that you have sole ultimate responsibility for choosing the course of action to pursue and that neither this firm nor any member or employee of it shall or can have any liability therefor.

### 4 Conflicts

We conduct routine checks for conflicts of interest on accepting instructions. We can only accept your instruction if no conflict exists or is likely to develop. If that situation changes during a matter, we will talk with you about how to resolve it.

We may have to stop acting for you if a conflict arises. This may occur because we have discovered or are aware of information obtained whilst acting for another client which we would normally have to tell you about. However, telling you about that information would conflict with our duty of confidentiality to the other client. In this event, we reserve the right to withhold this information and stop acting for you. In certain cases, we may continue to act for you and the other client, but only if we are able to observe our duty of confidentiality to you.

We act for many clients. Some of our clients work in the same industry and sector. You accept that the fact that other current clients we may have or any future clients we may obtain, will sometimes have commercial interests which may be adverse to your own. In that situation you agree that that of itself would not prevent us from acting for you.

## 5 Our charges

If you have insurance cover for your own or another's legal fees, you must tell us straightaway. We will ask you if you have any relevant insurance. If you do not tell us we will assume there is none and you may lose the right to be covered by the policy.

We charge either by hourly rate or fixed fee.

Whatever the agreed basis of charging, we will add VAT at the rate that applies when the bill is prepared, at present 20%.

You are responsible for payment of our charges even if you have entered an agreement with another to pay or share payment. If you are one of two or more clients retaining us jointly, you are all jointly and severally liable for our fees.

## 6 Hourly rate and estimate of costs

Each client matter has a unique number. Time is recorded in six-minute units or part thereof per activity on a computerised time-recording system. Details of current hourly rates are in the Appendix to our CCL. Rates are reviewed annually with effect from 31 March and in the absence of agreement to the contrary will increase by not less than an amount equal to the greater of:

- the increase in the Consumer Prices Index during the previous 12 months;
- the increase in the Retail Price Index during the previous 12 months; or
- 5%.

The hourly rate applied depends on the seniority of the individual and the complexity and urgency of the matter. The rate is applied to time spent, for example, on research, meetings, making and receiving telephone calls, correspondence and travel. If charging by hourly rate, we will in our CCL give you an estimate of the likely costs and confirm to you the rates which will be applied to particular case handlers.

This is not a firm quote and may need to be varied as the matter progresses, for example, (but this is not intended to be an exhaustive list or exclude any other circumstances)

- If the nature of the matter is materially different to that which you have described to us so far;
- If the matter requires the assimilation of/consideration of larger quantities of

documentation, data and/or evidence than you initially provide to us or appears likely based on your current instructions;

- If your instructions to us and/or requirements change;
- If any of the assumptions set out in the Appendix to the CCL prove to be false;
- If the other side and/or a third party involved in the matter is uncooperative and/or delays in dealing with matters;
- The longer we spend discussing matters relating to the case with you, whether in person, by email or by telephone;
- Once we have completed any "Initial Work" described in the Appendix to the CCL;
- Once we better understand how the other side intends to proceed in relation to the matter.
- Is not intended to be a 'fixed fee' or to impose a 'cap' on our fees, (unless we have expressly agreed this in writing with you for a particular tranche of work);
- Does not include any work that does not form part of the **Initial Work** or **Services**;
- Does not include any expenses or disbursements. (See the Appendix to the CCL);
- Does not include any costs of the implementation of or enforcement of any judgment or award made in your favour.

Where our estimate of the likely costs for the provision of the **Initial Work** or **Services** increases for whatever reason we shall confirm the reason and provide a revised estimate at the earliest opportunity. We will confirm our initial estimate or provide you with a revised estimate at the time that we deliver each bill to you.

However, we charge, we will provide you with details of the time spent and fees incurred to date on a regular basis or on request. We will agree with you the timing and frequency for submission of bills. If for any reason we cease acting for you, unless agreed otherwise, we will charge you for the work done and expenses incurred.

## 7 Limiting your costs

You may at any time set a limit on the amount of costs to be incurred. Such a limit will only take effect once we receive notice in writing to this effect. Please bear in mind that a limit might have an adverse impact on our ability to provide the **Initial Work** or **Services**, or their effectiveness, and for that reason we shall require to discuss and agree a realistic limit with you in the particular circumstances of the case and/or agree a revision of the scope of the **Initial Work** or **Services** to be provided

## **8 Capped or Fixed costs**

We may agree to carry out work for a 'capped' or 'fixed' fee, e.g., for a particular tranche of work. If so the amount of the fee and the scope of the Initial Work or Services will be described in the Appendix to the CCL, or you may later request that we quote a 'capped' or 'fixed' fee for work still to be done. If at any stage it becomes impractical to complete the matter for the fee agreed, we will inform you and seek to agree a revised fee prior to incurring any additional charges.

## **9 Expenses and disbursements**

We may incur expenses which we require you to reimburse. These may include counsel's or expert's fees, court fees, travel expenses, courier's fees and photocopying costs. Some expenses may represent costs imposed on us by third parties, which are often described as "disbursements". Other expenses represent our own internal costs. Wherever possible we will inform you of the relevant amounts before they arise. VAT may be payable on certain expenses.

- If we incur TT fees on your behalf, we will bill £20 plus VAT by way of administrative (profit) fee, plus £7.00 plus VAT (as a disbursement).
- If photocopying of documents is required, we will ordinarily carry out such copying internally. Our charge (profit) for that service will be 15p per A4 sheet of paper for black and white copying and 50p per A4 sheet for colour copying, in each case plus Vat. It is not possible to predict in advance how much photocopying will be necessary. If photocopying is undertaken by an outside agency we will pass on the direct cost (plus VAT) to you as a disbursement.
- If it is necessary for us to travel in the course of the transaction, we will pass on to you the direct cost of any travel by public transport or taxi as a disbursement, with the addition of VAT. If travel by private car is undertaken, we will charge you for that travel at the rate of 45p per mile, plus Vat. This is in addition to the cost of time incurred in travel. Any car parking charges will be passed on to you at cost as a disbursement, with the addition of VAT.
- To meet our obligations under The Money Laundering, Terrorist Financing and Transfer of Funds (Information on the Payer) Regulations 2017, there will be a charge to cover costs in relation to obtaining information as set out in clause 16 below. The charges will be an administrative (profit) fee as follows:

- £30 plus VAT for individual clients. Where there are joint or multiple individual clients, the charge will be applied to each of them.
- £75 plus VAT for corporate entities.
- Where checks are required on investors, £30 or £75 plus VAT per investor depending on whether they are an individual or a corporate entity.
- An additional annual ongoing monitoring cost in relation to clients which are corporate entities with open matters of £75 plus VAT.

## **10 Funding matters**

We will where appropriate discuss with you the range of funding options including the availability of insurance in relation to each individual matter.

## **11 Billing arrangements and payments on account**

Unless otherwise agreed (whether in the CCL or otherwise), our usual practice is to submit a statutory interim bill for our charges and expenses each calendar month while the matter is in progress. We may submit other statutory interim bills for shorter defined periods, if we need to incur substantial expenses on your behalf. Similarly, if there are periods of limited activity, there may be a longer interval between our statutory interim bills. It will be clear from the narrative on each bill what period is covered. We will send a final bill after the matter has concluded.

We reserve the right to ask you to pay us money on account of both profit costs and disbursements before we incur them. If you are not happy with the service or work provided by the third party then, nevertheless, you agree that we may discharge their fees out of any monies on account of costs that we are holding. We will be happy to advise you on how to make a formal complaint to the third party in question should you wish to do so.

Payment is due to us upon presentation of a bill. Compliance with a request to pay funds on account of anticipated profit costs and disbursements is required promptly please.

If full or part payment is late in the case of a bill or not forthcoming promptly in the case of a payment on account: we reserve the right

- to suspend work on or to withdraw from all matters where you instruct us and
- (in relation to late payment of part or all of a bill) to claim statutory interest at 8% above the

Bank of England base rate at the date the debt becomes overdue and the fixed sum (where relevant in accordance with the amended Late Payment of Commercial Debts (Interest) Act 1998) and

- to exercise a lien and withhold your file pending payment.
- If you have any query about your bill, you should contact the supervising partner or manager straightaway. Their name appears in our initial letter to you. If you wish to dispute the amount we have charged, you should be aware of the following rights of challenge:
  - If you have a complaint about a bill, you should deal with it under our Complaints procedures set out later in this document.
  - There may also be a right to object to a bill by making a complaint to the Legal Ombudsman or by applying to the court for an assessment of the bill under Part III of the Solicitors Act 1974.
- If you anticipate a problem in paying future bills, please tell us as soon as you can. If we hold some money belonging to you in client account, we can deduct any amount you owe us from that sum.

## 12 Other party's charges and expenses

You are responsible for paying our bill(s) in full. In certain circumstances (for example where proceedings are issued) it may be possible that our charges and expenses may be recovered partially or in full, from another party. Where this is a possibility, we will discuss with you the circumstances in which this may occur. We will also discuss whether you may be responsible for paying some or all of another party's charges and expenses.

**In contentious matters where proceedings in court have been undertaken**, the court has a very wide discretion in relation to recovery of costs. It can order that one party pay the costs of the other party(s) in relation to the whole or any part of the case or it can make no order at all.

**If you are 'successful' you may recover some (but commonly not all) of the legal costs that you pay to us under the retainer from the 'unsuccessful' party at the end of the case.** "Success" may differ from case to case.

The amount that you may recover:

- will be fixed (if fixed costs apply to your case);
- can be agreed with the other party in settlement negotiations; or

- will be decided by the court in assessment proceedings at the end of the case.

**Where you are 'successful' and you recover legal costs on a fixed costs basis**, in the event that the amount of the fixed costs recovered from the 'unsuccessful' party exceeds the aggregate value of our charges when calculated on an hourly rate charging model, **we shall be entitled to charge you for and receive in settlement of our charges the full sum recovered from the 'unsuccessful' party.**

Conversely, **if you are 'unsuccessful'**, (or the court orders it for some other reason), **you may be ordered to pay the other side's costs in addition to the amount you are required to pay to us.** The amount you have to pay will again subject to determination, agreement or assessment by the court. As a rough guide, **we advise that you provide a reserve litigation fund of 100% of your own Legal Costs to cover such a potential liability.**

**ON ENTERING INTO THIS RETAINER, YOU ARE AGREEING TO PAY THE FULL AMOUNT OF THE LEGAL COSTS TO US AND SO IT IS VERY IMPORTANT THAT YOU UNDERSTAND FROM THE OUTSET THAT YOU REMAIN LIABLE TO US FOR ANY SHORTFALL AS AGAINST ANY RECOVERY OF COSTS YOU MAY RECEIVE FROM THE OTHER PARTY. YOU ALSO REMAIN LIABLE TO PAY THE LEGAL COSTS TO US EVEN IF THE COURT ORDERS ANOTHER PARTY TO PAY SOME OR ALL OF THE LEGAL COSTS, BUT THEY FAIL TO DO SO..**

## 13 Your obligations

If we ask you for help, you agree to respond promptly, that all information or documents provided to us will be true and accurate and that if the position changes, you will inform us. We cannot be responsible for loss or damage suffered if we rely upon inaccurate, incomplete or late information provided by you.

## 14 Liability

**PLEASE READ THIS SECTION CAREFULLY. IT CONTAINS RESTRICTIONS ON OUR LIABILITY IN THE EVENT OF A CLAIM BY YOU.**

### 14.1 Duty of care

We will use reasonable skill and care in the provision of legal services to you. CCL summarises our understanding of your instructions. We are not responsible for matters which fall outside the scope of those instructions.



#### **14.2 Current law**

The legal services are provided in accordance with our professional practice rules and guidelines and the proper interpretation of laws, court decisions and regulations in existence on the date on which the advice is provided. Changes in the law and interpretations may take place before our advice is acted upon or may be retrospective in effect. We accept no responsibility for such changes in the law, or in interpretations of the law, occurring subsequent to the date on which our advice is delivered to you.

#### **14.3 Acceptance of liability**

We will accept liability without limit for

- death or personal injury caused by our failure to take proper care or our employees failing to take proper care whilst acting in the course of their employment
- any fraudulent statements of fact made by us which caused you to engage us, or any other fraudulent acts or omissions committed by us in the course of the performance of the services and
- any other liability which by law we cannot exclude.

#### **14.4 Liability cap**

**WE WILL ACCEPT LIABILITY TO PAY DAMAGES IN RESPECT OF LOSS OR DAMAGE SUFFERED BY YOU AS A DIRECT RESULT OF ANY BREACH OF OUR RESPONSIBILITIES TO YOU UNDER THESE TERMS, OR OUR FAILURE TO TAKE PROPER CARE ARISING FROM THE PROVISION OF SERVICES, BUT SUBJECT TO CLAUSE 14.3 THE TOTAL AGGREGATE LIABILITY OF WEIGHTMANS LLP OR ANY OTHER WEIGHTMANS LLP ENTITY, AND ITS OR THEIR PARTNERS OR EMPLOYEES (WHETHER ARISING AS A RESULT OF A BREACH OF OUR RESPONSIBILITIES UNDER THESE TERMS, OR OUR FAILURE TO TAKE REASONABLE CARE OR OTHERWISE) UNDER THIS CLAUSE SHALL IN NO CIRCUMSTANCES EXCEED £5 MILLION OR SUCH AMOUNT AS MAY BE STATED IN THE CCL.**

**ANY INDIVIDUAL WHO IS ACTING ON BEHALF OF WEIGHTMANS LLP, WHETHER THEY ARE A MEMBER OR AN EMPLOYEE OR SOMEONE WHOM THE FIRM WISHES TO BE REGARDED AS AN EMPLOYEE FOR THE PURPOSES OF THE ENGAGEMENT EVEN IF SUCH PERSON IS NOT ACTUALLY AN EMPLOYEE, WILL NOT BE PERSONALLY LIABLE AT ALL FOR ANY ACT OMISSION OR NEGLIGENCE IN THE COURSE OF THE CONDUCT OF THE MATTER. NO LIABILITY WILL IN ANY EVENT APPLY IN RESPECT OF ANY INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF REVENUE.**

**NOTE HOWEVER THAT THESE EXCLUSIONS SHALL NOT APPLY TO ANY CLAIM IN RESPECT OF THE DEATH OF OR INJURY TO ANY PERSON. SUBJECT TO THAT, PLEASE NOTE THAT BY ENTERING INTO AN AGREEMENT UPON THESE TERMS, YOU ARE AGREEING TO LIMIT YOUR POTENTIAL ABILITY TO CLAIM.**

#### **14.5 Limits to our Responsibilities**

Except for liability expressly accepted by us under this clause 14, all other liability is expressly excluded (subject to clause 14.3) and in particular

- these Terms are the sole statement of our responsibilities and no terms other than those set out in the CCL and any other documents referenced in it, will apply (unless we agree a written Service Level Agreement (SLA) with you in which case in the event of conflict the SLA will prevail);
- we are not liable on any basis for error, damage, loss or omission arising from the use of electronic communication;
- we do not accept any responsibility for any failure by you to realise anticipated savings or benefits;
- the maximum financial responsibility we accept is stated in clause 14.4 and
- unless stated expressly to the contrary in the CCL, we are not liable for monitoring or notifying you of any post completion dates once a matter is concluded.

#### **14.6 Exclusion of Liability**

In no event will we be liable for any loss, damage, cost or expense arising in any way directly or indirectly, from failure by you, your employees or agents to exercise reasonable skill and care or for any fraudulent acts or omissions by you or them.

#### **14.7 Oral Advice**

We shall answer enquiries over the telephone or in meetings on an informal basis. As these may involve an immediate answer to a complicated problem in respect of which we may not have received full and accurate information, we shall have no liability to you in contract or tort (including negligence) for our answers unless confirmed in writing. You should neither act nor refrain from acting on the basis of such answers unless they are confirmed in writing by us.

#### **14.8 Draft Agreements, reports and letters**

Any draft documents we might provide will not constitute our definitive agreements, opinion and conclusions which will be contained solely in a final written product.

## 15 Storage of papers and documents

After our involvement in a matter has concluded, we are entitled to keep certain of the papers relating to it if there is money owing to us for our charges (a lien).

We will always keep the file of papers (except for any of your papers that you ask to be returned) for at least three but up to ten years after the matter has concluded. We may destroy papers three years after the final bill. We will not destroy documents that you ask us to keep safely, for which service we may impose an annual storage charge. However, if we continue to act for you, we will not normally charge to store or retrieve papers from storage.

## 16 Anti-money laundering

Anti-money laundering and counter terrorism legislation requires us to ask you to prove your identity and address to us before we progress your instructions.

We must also make checks about:

- people related to you (beneficial owners)
- your company or other vehicle through which our retainer with you is run

and we are obliged continuously to monitor the transaction and the need for identity details.

In all cases you are required to produce documents to prove ID and address. Usually, a UK driving licence or National ID card will suffice. We may need your passport and a utility bill.

We use a commercial partner, First AML Limited, to assist us with completing the verification and ongoing monitoring process. First AML Limited will contact you directly on our behalf to request the required information and we ask that you engage with them promptly so that we can begin our work as quickly as possible. Failure to do so will likely mean we cannot act for you. Delay in providing requested evidence will delay progress of your instructions. If you object to us using First AML or you are experiencing any difficulties with the process, please let us know as soon as possible and we will make alternative arrangements to verify your identity. The administration charge as set out in clause 9 will still apply.

Personal information that you provide may be disclosed to a credit reference or fraud prevention agency which may leave a credit search footprint. You can ask to see a copy of the search results if you wish.

We have a policy of not accepting payments, even of bills, in cash (unless under £500). If you think that may cause a problem, please discuss it with us as

soon as possible. If you try to avoid that policy by depositing cash directly with our bank, we may charge you for additional checks, necessary to prove the source of the funds. If we have to pay money to you it will be paid by cheque or bank transfer, not in cash and not to third parties.

Solicitors are under professional and legal obligations to keep affairs of clients confidential. However, legislation on money laundering creates a legal duty in certain circumstances to disclose information to the National Crime Agency (NCA). If this happens, we may not be able to tell you because the law prohibits "tipping off".

Our duty to report includes any transactions which appear to us suspicious. The Proceeds of Crime Act 2002 ("the Act") creates a number of offences relating to the proceeds of crime which you should be aware of when you instruct us. The proceeds of crime are any monies/property/assets which have arisen as a result of any crime. These include, for example, monies (however low in value), saved as a result of tax evasion, whether that money has been saved or spent.

If we become aware or suspect the existence of the proceeds of crime in your case (whether from you or from any other person), we may have to report the irregularity to the NCA. NCA may withhold permission for us to continue with the case. NCA can pass the information received to any relevant body such as HM Revenue and Customs and an investigation may take place at any time in the future.

It follows that if you have any concerns about irregularities in your financial position you may wish to seek specialist accountancy advice to correct those irregularities. We strongly recommend that you do this before proceeding further. Please note that accountants are also required to comply with the provisions of the Act.

It is important that you are aware that we may have a legal duty under the Act to report known or suspicious circumstances without telling you. This could have serious consequences for you. In rare situations you could find that you then become subject to an HM Revenue and Customs investigation or benefits investigation and/or criminal proceedings.

The obligations we have under this Act can, in certain circumstances, override the duty of solicitor/client confidentiality. Circumstances may arise where we have to approach you to seek your permission to report certain matters to NCA. For instance, we may take the view that by proceeding further with your case (without permission from

NCA) we may be assisting in the commission of a money laundering offence. In the event that you refuse such permission we reserve the right to terminate your instructions and if we do so in these circumstances you will be liable for all our fees and expenses incurred up to the date of such termination.

We will not be liable to you for **any** losses arising out of our statutory reporting obligations under the Act. The limitation of our liability to you under this paragraph will only apply if we have acted reasonably (in terms of such reporting obligations) in accordance with the requirements of the Act and any anti-money laundering guidance published from time to time by the Law Society.

You represent to us throughout our retainer that you know of no matter upon which you ask us to advise which facilitates money laundering.

### **17 Termination and suspension**

You may terminate your instructions to us in writing at any time.

We may decide to stop acting for you (permanently or temporarily) only on reasonable notice and with good reason. Examples are if an unforeseen conflict of interest arises, we are unable to obtain instructions from you, you do not pay an interim bill or comply with our request for payment of anticipated expenses if there is a breakdown of the relationship of trust and confidence or if your instructions might put us in conflict with our Code of Conduct or the law.

Our outstanding charges and expenses will be payable on the date of termination.

### **18 Copyright**

You acknowledge that any copyright and other rights of whatever nature subsisting in or attaching to the product of the services, including reports and agreements provided by us, will belong to us absolutely to the fullest extent permitted by law. You may only copy or use such documents to the extent their copying or use relates to the subject matter of the services or for keeping copy records concerning the services.

### **19 Complaints**

We value your business and do not wish you to have any reason to be unhappy with us. We are confident of providing a high-quality service. We have a duty to seek to resolve problems that arise with our services. It is therefore important that you raise any concerns you may have with us immediately.

If you have any queries about our work for you or about a bill you have received, please raise them with

the named case handler with day-to-day responsibility for the matter or with the partner or manager. If that does not resolve the situation to your satisfaction, or if you prefer, please contact the Practice's Complaints Partner, James Holman (Tel: 0151 242 7943, [james.holman@weightmans.com](mailto:james.holman@weightmans.com)).

A copy of our complaints procedure is available on request or on our website ([www.weightmans.com](http://www.weightmans.com)). If when we tell you that we have finished investigating your complaint (usually within eight weeks) you are unhappy with our conclusion you may write to the Legal Ombudsman at PO Box 6167 Slough SL1 0EH. E-mail: [enquiries@legalombudsman.org.uk](mailto:enquiries@legalombudsman.org.uk) – telephone: 0300 555 0333. You should do that within six months of your last contact with us or within one year of the act or omission about which you are complaining occurring (or if outside of this period, within one year of when you should reasonably have been aware of it).

Insofar as any of the services are authorised and regulated by the FCA, if when we tell you that we have finished investigating your complaint (usually within eight weeks) you are unhappy with our conclusion you may write to the Financial Ombudsman Service at Exchange Tower, London E14 9SR. E-mail [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk). Telephone 020 7964 1000. You should do that within six months of your last contact with us or within six years of the act or omission about which you are complaining occurring (or if outside of this period, within three years of when you should reasonably have been aware of it). We recognise that Alternative Dispute Resolution Regulations have implemented ADR/EDR Directive 2013/11/EU to promote alternative dispute resolution as a means of redress for consumers in relation to unsatisfactory services. We have however chosen not to adopt an ADR process, in favour of the mechanisms in this paragraph

### **20 Security of e-mails**

All of our emails to you are encrypted to the point of delivery into your email system. If your email system does not support Transport Layer Security (TLS) then you may be required to log onto a web portal to retrieve our communications. Whilst we take all reasonable security measures, there still remains a very small risk of interception. We cannot accept responsibility for any loss arising from a third-party gaining access to e-mail between us. We will assume that you consent to the use of e-mail unless you tell us in writing that you do not.

## **21 Quality standards**

We have Lexcel, the Law Society quality kite mark. As part of this system, your file may be inspected by an independent certification agency. The agency will not examine the detailed contents of the file and both they and we are bound by strict rules of confidentiality. If you do not wish your file to be inspected, please advise us. We are bound by the Solicitors' Code of Conduct 2019 which can be viewed at <https://www.sra.org.uk/solicitors/standards-regulations/>.

## **22 Publicity**

We may occasionally wish to give details of our existing client base and the nature of the work we undertake to prospective clients, publishers of legal directories or the media. We will contact you for agreement before providing any information about you or your business.

## **23 Severability**

If any provision of these Terms is found by a competent court or administrative body of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability shall not affect the other provisions of these Terms which shall remain in full force and effect. If any provision of these Terms is found to be invalid or unenforceable but would be valid or enforceable if some part of the provision were deleted, the provision in question shall apply with such deletions as may be necessary to make it valid and enforceable.

## **24 Precedence**

In the event of any conflict between these Terms and the CCL, these Terms shall take precedence. In the event of a conflict between these Terms and a client's SLA or contract, the SLA or contract prevails.

## **25 Agreement**

Your continuing instructions amount to your acceptance of these. In addition, please sign and date the enclosed copy of these Terms and return it to us immediately. Unless otherwise agreed, these Terms apply to any future instructions you give to us.

## **26 Status disclosure**

We are an ancillary insurance intermediary. We are not authorised by the Financial Conduct Authority. However, we are included on the register maintained by the FCA so that we can carry on insurance distribution 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 the Solicitors Regulatory Authority (SRA). The register can be accessed via the FCA web site at <http://www.fca.org.uk/firms/systems-reporting/register>.

James Holman is our Insurance Distribution Officer. The Law Society is a designated professional body for the purposes of the Financial Services and Markets Act 2000 but responsibility for regulation and complaints has been separated from the Law Society's representative functions. The SRA is the independent regulatory body of the Law Society and the Legal Ombudsman is the independent complaints handling body of the Law Society.

## **27 Data Protection**

For the purposes of this clause 27 'the Legislation' shall mean the General Data Protection Regulation ((EU) 2016/679) (GDPR) and any national implementing laws, regulations and secondary legislation, and the Data Protection Act 2018, in each case as amended or updated from time to time, in the UK. The expressions 'controller', 'data subject', 'personal data', 'processing' and 'processor' shall, where used in this clause 27, have the meanings given to them under the Legislation.

'Your personal data' includes any information about you or any living individual which is provided to us in connection with your instructions, whether we obtain this from you or from any third party (for example, as contemplated by clause 16). Please see and invite any such living individual to view our Privacy Notice, available on our website at

<https://www.weightmans.com>. This explains how we use and process, and for how long we will retain, such personal data. It also explains the relevant individual's rights as data subject in respect of their personal data, including a right to request details of personal information which we hold about the individual. You should have regard also to clause 16 above, and other clauses, which identify some of the information that we will require from you and why we will require it, and which explain that we may obtain information about you and people related to you from third party sources.

For the purposes of the Legislation, in respect of your personal data we are a controller. This means that we determine the purposes and means of processing this data, in order to carry out your instructions. We agree to comply with the Legislation, as it applies to us in our capacity as controller.

We will collect, store, structure, use and disclose your personal data to enable us to discharge our duties to you, to liaise with third parties on your



behalf and to comply with the law, update client records, produce management data, prevent crime and comply with regulatory requirements.

In very limited circumstances, we may unusually act as a processor of your personal data, or we may appoint a processor to process such data in accordance with our written instructions. In this case

- if we consider that we will be acting as a processor, we will agree with you the scope, nature and purpose of the processing by us, the likely duration of such processing, and the types of personal data and categories of data subject that we expect will be involved, we will only process your personal data in accordance with your written instructions and we will comply with our obligations as processor under the Legislation;
- if we need to agree with you the matters described in the preceding bullet, we will send to you for countersignature an addendum to these Terms, which will relate to such matters and to certain other matters as prescribed by the Legislation. Both you and we will be required by the Legislation to sign such an addendum, or an alternative document in similar terms; and
- if, as controller, we propose to appoint a processor to process your personal data, we will observe the requirements of GDPR in respect of such appointment, and in particular the requirements of Article 28.

A copy of our privacy policy can be viewed on our website at [www.weightmans.com](http://www.weightmans.com). Alternatively, please contact us if you would like a hard copy of the policy.

If you have a data protection concern, please raise it with the named case handler with day-to-day responsibility for the matter or with the partner or manager. If that does not resolve your concern to your satisfaction, or if you prefer, please contact the Practice's Data Protection Officer (Tel: 0345 073 9900 or [DPOcontact@weightmans.com](mailto:DPOcontact@weightmans.com)) If you have a data protection concern which you wish to raise with us.

Nothing in these Terms shall prevent us from processing data for internal business analytics purposes and for products and services offered to third parties provided that such data will only be shared with third parties in a form that does not enable the third party to identify any individual.

## **28 Third party rights**

It is agreed between us that the Contract (Rights of Third Parties) Act 1999 does not apply to the terms of the retainer

## **29 LLP**

Weightmans LLP is a limited liability partnership, registered in England and Wales, registered number OC326117, registered office 100 Old Hall Street, Liverpool, L3 9QJ. We are regulated by the SRA under ID463329. We use the word partner to refer to a member of the LLP, or an employee or consultant with equivalent standing and qualifications. A list of members' names is available at our registered office.

Anyone undertaking work on this matter does so as an employee or member of or otherwise on behalf of the LLP not personally and accepts no personal liability.

## **30 Equality and diversity**

Weightmans LLP 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 policy.

## **31 Applicable law**

Any dispute or legal issue arising from our Terms will be determined by the law of England and Wales and considered exclusively by the English and Welsh courts.

## **32 Obtaining a mortgage**

If we are acting for your proposed lender in a transaction, we have a duty to the lender to reveal fully all facts relevant about your purchase and mortgage. This includes any differences between your mortgage application and any information we discover during the transaction and any cash back or discount schemes with the seller or developer.

## **33 Interest on client account**

Where we hold money in our general client account on your behalf in respect of a retainer, we **will not** account to you for interest on such sums if:

- the retainer in respect of which such funds are held proceeds as reasonably anticipated; or
- the Bank of England base rate is negative; or
- where in circumstance where we would otherwise pay you interest the amount of such interest does not exceed £100.

Where we hold money in our general client account on your behalf in respect of a retainer, we **will** account to you for interest on such sums only if:

- the retainer in respect of which such funds are held is unexpectedly delayed; and

- we have not agreed to return such funds to you or any relevant third party; and
- we have agreed with you that interest will be paid on the sums held.

If all of the above conditions are met, we will account for reasonable interest calculated and paid to you at 2% below the current Bank of England base rate; if the base rate is 2% or lower, interest will be credited at 0.1%.

Where it is agreed that interest will be paid the period for which interest will be applied will run from the date of such agreement, until we no longer hold cleared funds on your behalf or the agreement to pay interest otherwise ends.

#### **Interest on separate designated client account**

Where monies are held in a separate designated client account the whole of the interest earned will be credited to the account.

#### **34 Distance selling/Off-Premises Contracts**

If we have not met you or our retainer is concluded away from our premises the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 may apply to our retainer. If so, you can cancel your instructions to us within 14 days of receiving this letter without giving any reason. To exercise your right to cancel, you must inform us of your decision either by using the attached cancellation form or by letter sent by post, fax or email. Once we have started work you may be charged if you then cancel your instructions.

#### **35 Business continuity**

We have a detailed Business Continuity plan which we are happy to discuss with you. Our plans include offsite storage and data replication of our core systems and data to ensure we can continue to meet your expectations even if our usual place of business is inaccessible.

#### **36 Insurance arrangements**

The firm maintains professional indemnity insurance in excess of the minimum required by the Solicitors Regulation Authority. Our primary insurer is Aviva, 18th Floor, St Helen's, 1 Undershaft, London EC3P 3DQ (contact Aoife Conlon). The Legal Ombudsman (see paragraph 19 above) may provide a non-judicial dispute resolution procedure.

We are obliged by our insurers to notify them of any circumstances known to us which may give rise to a claim against us. That may require us to tell them (and our brokers) information about you and your instructions to us which is privileged and to supply

documents to them. We will only pass on privileged or confidential information in good faith to ensure your legal rights to claim against us are preserved. Our insurers and brokers are contractually obliged to keep all information we pass to them strictly confidential. They may only use it for the purposes of administering our insurance arrangements including any claim you might make. Accordingly, disclosure is important for you to protect your interests. We will assume you consent to our sharing information in this way unless you tell us you do not.

**THIS IS AN IMPORTANT DOCUMENT. PLEASE KEEP IT  
IN A SAFE PLACE FOR REFERENCE.**

**Reference :**

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VAT number GB 974 82 57 69

I confirm that I have received, understood and  
accepted these Terms and the CCL under cover of  
which they have been sent to me and I agree to work  
commencing prior to the expiry of the cancellation  
period if applicable.

**Signed** .....

**Print name/Organisation**

.....

**Dated** .....

## INFORMATION ABOUT THE EXERCISE OF THE RIGHT TO CANCEL

(FOR APPLICATION ONLY IF CONTRACT IS CONCLUDED OFF-PREMISES OR WE HAVE NOT MET YOU)

### Right to Cancel

You have the right to cancel this contract within 14 days without giving any reason.

The cancellation period will expire after 14 days from the day of the conclusion of the contract i.e., when the contract is entered into.

To exercise your 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 email). You can use the cancellation form provided below but you do not have to do so.

Any cancellation notice should be delivered or sent to James Holman, at Weightmans LLP of 100 Old Hall Street, Liverpool, L3 9QJ or by email to james.holman@weightmans.com

If you agree in writing that the performance of this contract should begin before the end of the cancellation period then even if you cancel the contract, you may still be required to pay for the Services supplied before the cancellation.

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### Cancellation Form

(FOR APPLICATION ONLY IF CONTRACT IS CONCLUDED OFF-PREMISES OR WE HAVE NOT MET YOU)

To Weightmans LLP [insert central postal address, and e-mail address of fee earner].

I/We [\*] hereby give notice that I/We [\*] cancel my/our [\*] contract for the supply of the following Services **[insert brief scope of work instructed to do]**.

Name of client:

Address of client:

Signature of client:

Date:

[\*] Delete as appropriate