



attwells^{LLP}
Solicitors

Terms and Conditions

November 2024

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1. Our contract with you

- 1.1** These **Terms of Business** (as updated from time to time) apply to all work we do on your behalf. It is an important document—please read and keep it in a safe place for future reference.
- 1.2** Each time you instruct us on a new matter we will send you a letter confirming your instructions and setting out the scope of the work we will carry out for you, our fees and individual contact details. This is called the **Engagement Letter**. These Terms of Business should be read together with the Engagement Letter—together they form the contract between us.
- 1.3** If there is any inconsistency between our Terms of Business and the Engagement Letter, the Engagement Letter will take priority.
- 1.4** Your continuing instructions in this matter will amount to your acceptance of these Terms of Business.
- 1.5** Unless otherwise agreed, these Terms of Business will apply to all future instructions you give us on this or any other matter.
- 1.6** These Terms of Business are subject to change from time to time and are updated on our [website](#).
- 1.7** This contract and any dispute or claim arising out of, or in connection with, it, its subject matter or formation (including non-contractual disputes or claims) shall be governed by, and construed in accordance with, the laws of England and Wales.

2. Authority to give instructions

- 2.1** When we are instructed by a business or organisation, we shall assume that all of your employees, directors and officers who give us instructions are authorised to do so and that we may act on oral instructions, unless you instruct us to the contrary. If you retain us as an agent for a third party, or purport to do so, you warrant that you have the authority of that third party to retain us.

2.2 Where we are instructed by more than one person, firm or company to represent their legal interests, the instructions will be considered to be joint and several unless the instructions are otherwise varied and agreed in writing between us.

3. About us

3.1 Attwells Solicitors LLP is a limited liability partnership incorporated in England and Wales with registered number OC327266. Its registered office is at Sun Buildings, 35-37 Princes Street, Ipswich, Suffolk, IP1 1PU. We use the term 'partner' to refer to a member of Attwells Solicitors LLP or an employee or consultant with equivalent standing and qualifications. A list of the members, together with those non-members who are designated as partners, can be inspected at this address.

3.2 You can find details of the postal address, fax number, telephone number and email address of each office on our [website](#).

3.3 Attwells Solicitors LLP is authorised and regulated by the Solicitors Regulation Authority (SRA), The Cube, 199 Wharfside Street, Birmingham, B1 1RN. The SRA is the independent regulatory arm of the Law Society of England and Wales, our professional body. Attwells Solicitors LLP and our solicitors are governed by Codes of Conduct and other professional rules, which you can access on the SRA's website at www.sra.org.uk or by calling 0370 606 2555. Our SRA authorisation number is 466580 for the Ipswich Office, SRA number 437697 for the London Office, SRA number 657512 for the Colchester Office and SRA number 8009174 for the Woodbridge Office. All services provided by Attwells Solicitors LLP are regulated by the SRA.

3.4 We are registered for VAT purposes. Our VAT registration number is 911252759.

3.5 Where we say 'we', 'us' or 'our' in these Terms of Business, we mean Attwells Solicitors LLP.

4. **About you**

Where we say 'you' or 'your' in these Terms of Business, we mean the client identified in the Engagement Letter and anyone authorised to give instructions on that client's behalf.

5. **Our responsibilities and your responsibilities**

| What you can expect of us | What we expect of you |
|--|--|
| Treat you fairly and with respect | Provide documents when we ask for them and respond promptly when we ask for instructions or information |
| Communicate with you in plain language | Notify us if your contact details change |
| Review your matter regularly | Tell us immediately if your expectations change or if you are not sure you understand what we have discussed |
| Advise you of any changes in the law that affect your matter | Inform us of any time limits or objectives that might not be obvious to us. Notify us immediately if you receive any email or other communication purporting to be from the firm stating that we have changed our bank details or payment arrangements |

| | |
|---|---|
| Advise you of any reasonably foreseeable circumstances and risks that could affect the outcome of your matter | Let us know about any other changes that may affect the way we deal with your matter, including any changes that may affect your tax status in any jurisdiction |
|---|---|

6. Scope of our legal services

- 6.1** The scope of the services we will provide is set out in the Engagement Letter.
- 6.2** We will provide legal advice and services to you with reasonable care and skill. However, the nature of many types of legal work means that it is not possible to guarantee a particular outcome.
- 6.3** We will not advise on surveying, valuation, commercial viability, trading, or marketability issues. We only advise on tax when we have expressly agreed in writing to do so. Except as described at section 16 (***Financial services***), we do not provide financial services or advice.
- 6.4** If you ask us to obtain advice from another law firm, that firm will be responsible for the service and advice they provide.
- 6.5** Unless otherwise agreed in writing, our advice and any documents we prepare:
- (a) are for use only in connection with the specific matter on which we are instructed, can only be relied on by you; and
 - (b) reflect the law in force at the relevant time.

7. Service standards

- 7.1** We are normally open between 9.00 am and 5.00 pm from Monday to Friday. We are closed on all bank holidays.
- 7.2** We are unequivocally committed to the quality of service we provide to our clients and to ensure that we are continually aware of any possible improvements, we regularly review our own performance. These reviews include feedback from clients from, for example, analysis of completed client questionnaires.

- 7.3** We will update you by telephone or in writing (including by email) with progress on your matter regularly and explain to you the legal work required as your matter progresses.
- 7.4** We will update you at appropriate intervals on the likely timescale for each stage of your matter and any important changes in those estimates. Whenever there is a material change in circumstances associated with your matter, we will update you on whether the likely outcomes still justify the likely costs and risks.
- 7.5** We will update you on the cost of your matter (where these are not fixed) at the intervals set out in the Engagement Letter. If appropriate, we will continue to review whether there are alternative methods by which your matter can be funded.
- 7.6** We are committed to acting in a way that encourages equality, diversity and inclusion in all our dealings with clients, third parties and employees. Please contact us if you would like a copy of our equality and diversity policy.

8. Our liability to you

- 8.1** Your contract is solely with Attwells Solicitors LLP, which has sole legal liability for the work done for you and for any act or omission in the course of that work. No representative, member, officer, employee, agent or consultant of Attwells Solicitors LLP, will have any personal legal liability for any loss or claim.
- 8.2** Unless explicitly agreed otherwise, in writing:
- (a) we do not owe, nor do we accept, any duty to any person other than you; and
 - (b) we do not accept any liability or responsibility for any consequences arising from reliance on our advice by any person other than you.
- 8.3** We are not responsible for any failure to advise or comment on matters falling outside the scope of our instructions, as set out in these Terms of Business and the Engagement Letter.

- 8.4** Our maximum liability to you (or any other party we have agreed may rely on our services) in relation to any single matter or any group of connected matters which may be aggregated by our insurers will be £5,000,000 including interest and costs unless we expressly state a different figure in the Engagement Letter.
- 8.5** We are not responsible for giving you general advice about and make no assessment of the financial, investment, surveying, valuation, business, commercial viability, trading, marketing, accounting, taxation (including without limitation Stamp Duty Land Tax, Annual Tax on Enveloped Dwellings, Land Transaction Tax, Value Added Tax, or Capital Gains Tax), environmental, insurance, or other non-legal implications of a proposed transaction.
- 8.6** For matters involving land or property, we do not carry out physical property inspections, valuations, or arrange or advise on the suitability of mortgage or other financial arrangements.
- 8.7** We will not advise you on the planning implications of a proposed purchase. However, we will advise you on the relevant information contained in the Local Search done on your property.
- 8.8** We are not qualified either as accountants or as surveyors and the interpretation of financial information or environmental surveying information should be undertaken on your behalf by specialist advisers qualified to render such advice.
- 8.9** We will not be liable for:
- (a) losses that were not foreseeable to you and us when this contract was formed;
 - (b) losses not caused by any breach on the part of the firm; and
 - (c) business losses, including losses sustained by any individual not acting for purposes of their trade, business, craft or profession.
- 8.10** Nothing in these Terms of Business shall exclude or restrict our liability in respect of:
- (a) death or personal injury caused by our negligence;

- (b) fraud or fraudulent misrepresentation;
- (c) any losses caused by wilful misconduct or dishonesty;
- (d) any other losses which cannot be excluded or limited by applicable law.

8.11 Please ask if you would like us to explain any of the terms above.

9. Our charges and billing

9.1 You are liable to pay legal costs as set out in the Engagement Letter, which also states the arrangements for billing. We will usually discuss this with you at the outset of your matter.

9.2 We may deliver our bills to you electronically. Please let us know if you have any particular requirements for the delivery of our bills.

9.3 Our bills become due for payment on the earlier of 14 days or the date of completion if your matter is a transactional property matter.

9.4 Please inform us if you would like a third party to be responsible for paying our bills or any part of them. We must approve this in advance and we will need the party's name, contact details and any other information or identification documents we request. It is your responsibility to pay our bills even if someone else has agreed to pay some or all of them and our bills will still be addressed to you. If someone else does pay some of our bills, you are responsible for paying the rest.

9.5 We may charge interest on overdue bills on a daily basis at the rate applicable to judgement debts.

9.6 We may cease acting for you if an interim bill remains unpaid after 14 days or if our reasonable request of a payment on account of costs is not met. Ultimately if bill(s) continue to remain unpaid, we will conclude that you have terminated the retainer and we will write to you informing you of this. We also reserve the right to deduct any amounts owed to us from any money that we hold on your behalf, irrespective of the reason for it being held.

9.7 By law we have a lien (i.e. a right to retain but not sell) any property that has come into our possession on this or other matters. The lien exists until payment

of all outstanding costs, expenses and VAT and disbursements due from you to us has been made. We are not entitled to sell your property, although its value may well exceed the value of the unpaid debt. The lien would incorporate such items as a policy of assurance, share certificate, deeds, money, or your file of papers. This is not an exhaustive list, but it should be noted that the lien does not extend to your original Will, original court records or documents which come into hands in some capacity other than as your solicitor. If we are conducting litigation for you we have additional rights in any property recovered or preserved for you, whether it is in our possession or not, and in respect of all costs incurred, whether billed or unbilled. We also have a right to ask that court to make a charging order in our favour for any assessed costs.

9.8 You have the right to challenge or complain about our bill. Please see section 19 (***Complaints***) for details of how to complain about our bill.

9.9 You have the right to challenge our bill by applying to the court to assess the bill under the Solicitors Act 1974. The usual time limit for applying to the court for an assessment is one month from the date of delivery of the bill.

10. Conflicts of interest

10.1 A conflict of interest arises when we are considering acting for you in a transaction or in litigation when we already represent the other side, for example if you have asked us to purchase a house when we already act for the seller. To help us identify conflicts at an early stage you will be asked for your name and address and for details of the transaction or litigation proposed. Corporate clients will be asked for information about the company, its directors and shareholders as well as information about the proposed transaction or litigation.

10.2 The information provided allows us to search our client database for any conflicts. We cannot normally accept an instruction to act if there is a conflict situation or if we feel you may be acting under duress or the undue influence of another person.

10.3 Conflicts may also arise during a matter as further facts come to light or if we think you are being pressured to instruct us. In this situation we may have to stop working for you and ask you to instruct new solicitors. In this case we will

charge you for our fees, expenses and disbursements incurred to the time we stop work, or a proportion of the agreed fee.

10.4 It is possible that we may now or in the future hold for another past, present or future client, confidential information which we cannot disclose to you in relation to your matter. You agree to that non-disclosure.

11. Confidentiality

11.1 We will keep your information confidential, unless:

- (a) you consent to the disclosure of that information;
- (b) disclosure of the information is required or permitted by law or regulatory requirements that apply to us; or
- (c) these Terms of Business state otherwise.

11.2 Examples of organisations we may be required to disclose your information to include:

- (a) the National Crime Agency;
- (b) domestic and international tax authorities;
- (c) regulatory authorities.

11.3 Unless you instruct us otherwise, we may contact you or others by email. We deploy a range of information security measures, but we cannot guarantee the security of information or documents sent by email. If you do not wish us to communicate information by email, please let us know.

We may also ask other companies or people to provide specific business and

11.4 compliance support, for example:

- (a) IT services
- (b) File Storage services
- (c) Carrying out Electronic ID Checks

11.5 We ensure all outsourcing providers operate under service agreements that are consistent with our legal and professional obligations, including in relation to confidentiality. Information on outsourcing in relation to your personal data is set out in our Privacy policy — see section 12.4.

11.6 External organisations such as the Information Commissioner’s Office or Lexcel auditors and the SRA may conduct audit or quality checks on our practice from time to time. They may wish to audit or quality check your file and related papers for this purpose. We will require that these external organisations maintain confidentiality in relation to any files and papers which are audited or quality checked.

12. Privacy and data protection

12.1 We use your personal data primarily to provide legal services to you, but also for related purposes such as administration, billing and record keeping and to inform you of our services and events that we think may be of interest to you.

12.2 Our use of your personal data is subject to your instructions, the UK General Data Protection Regulation (UK GDPR), other relevant UK legislation and our professional duty of confidentiality.

12.3 The Money Laundering Regulations stipulate we can hold records obtained in relation to complying with these regulations for 5 years from the date that your occasional transaction completes, or the date the business relationship comes to an end. By accepting these terms and conditions you consent to us holding these records for up to 7 years, in line with statutory limitation periods. Any personal data obtained for the purposes of these Regulations will only be processed for the purposes of preventing money laundering or terrorist financing, or any other purposes to which you have consented.

12.4 We take your privacy very seriously. Our Privacy policy contains important information on how and why we collect, process and store your personal data. It also explains your rights in relation to your personal data. The Privacy policy is available on our [website](#), but please contact us if you would like us to send a copy to you or if you would prefer us to explain our Privacy policy verbally.

- 12.5** We may record telephone calls and monitor emails for training, regulatory and compliance purposes.
- 12.6** We use third party service providers (including 'cloud' service providers) to help us deliver efficient, cost effective legal services. This may include document/information hosting, sharing, transfer, analysis, processing or storage. We ensure all third party service providers operate under service agreements that are consistent with our legal and professional obligations, including in relation to confidentiality, privacy and data protection. If you instruct us to use an alternative provider for storing, sharing or exchanging documents/information, we are not responsible for the security of the data or the provider's security standards.
- 12.7** We may use your personal data to send you updates (by email, text, telephone or post) about legal developments that might be of interest to you and/or information about our services, including exclusive offers, promotions or new services. You have the right to opt out of receiving promotional communications at any time, by:
- (a) contacting us by email at marketing@attwells.com
 - (b) using the 'unsubscribe' link in emails

13. Banking and related matters

13.1 Our client account

Unless agreed otherwise, we hold client money in various accounts with UK banks regulated by the Financial Conduct Authority (FCA).

13.2 Changes to our bank details

We will never tell you about changes to important business information, such as bank account details, by email. Please inform us immediately if you receive any email or other communication purporting to be from the firm stating that we have changed our bank details or payment arrangements.

13.3 Transfer of funds

We will not be responsible for any delay or failure in effecting payment by electronic transfer of funds to you or any other party if this results from any of the following events (a) the failure or delay of the electronic banking transfer system in any country; (b) the imposition of any exchange controls or similar rules of any country or (c) any other such matter beyond our control which makes it unlawful for the electronic funds transfer or other funds payment to be made. In such circumstances, and subject to the events mentioned above, we will instruct our bank to make the required transfer as soon as it is reasonably practicable to do so.

13.4 Payment of interest

- (A) as part of carrying out your instructions we may need to hold your money in our client bank account. Our client bank account is an instant access bank account. Because the holding of funds is incidental to the carrying out of your legal work, the rate of interest is unlikely to be as high as the rate you may be able to obtain when depositing the money with your bank or other financial institution in an instant access account.
- (B) Attwells client account is an instant access account with Barclays bank plc. We will be paying interest in line with the interest rates received on a Barclays Bank Everyday Saver Account unless the interest rate that we receive from Barclays is very low or zero when we will not be paying any interest. Should Barclays bank introduce negative interest rates then we will bear any charges, levies or negative interest that we incur. Other firms may well offer interest too, others may not. We consider that this policy is a fair compromise and we will keep this under review.
- (C) For money held in a separate designated deposit account we will agree with you when the account is opened a fair and reasonable interest rate (if any) depending upon the access required to such an account.
- (D) Where your money is held in a separate deposit account, any interest paid to you is paid without deduction for income tax unless you are resident overseas (see below). As such it is your responsibility to inform HMRC of

interest amounts received from us and the implications of this will depend upon your own financial circumstances.

- (E) Under the European savings directive regulations 2003/48/ec, we are required to inform hm revenue & customs (HMRC) of payments of interest to relevant payees and residual entities in prescribed territories. Where you reside outside the UK and EC, we are required to deduct income tax at the current basic rate and account for this tax to HMRC directly and pay you the net amount.
- (F) Interest will be calculated from the time the funds become cleared for interest purposes. On cheques or banker's drafts this will be three days after the cheque or draft has been deposited with our bank. For amounts received by debt or credit card, interest will start to accrue from the date of the actual receipt, usually three days after the transaction has been authorised. For direct transfers or same day payments the funds become cleared on the day after receipt. Interest will be calculated on a daily basis and calculated on amounts held overnight from the day the funds become cleared for interest purposes.
- (G) Interest is added to each client account quarterly and/or at the end of each case if sooner.

13.5 Bank failure and the financial services compensation scheme

- (a) We are not liable for any losses you suffer as a result of any bank in which we hold client money being unable to repay depositors in full. You may, however, be protected by the Financial Services Compensation Scheme (FSCS).
- (b) The FSCS is the UK's statutory fund of last resort for customers of banking institutions. The FSCS can pay compensation up to £85,000 if a banking institution is unable, or likely to be unable, to pay claims against it.
- (c) The limit is £85,000 per banking institution. If you hold other personal money in the same banking institution as our client account, the limit remains £85,000 in total. Some banking institutions have several brands. The compensation limit is £85,000 per institution, not per brand.

- (d) The FSCS also provides up to £1m of short-term protection for certain high balances, e.g. relating to property transactions, inheritance, divorce or dissolution of a civil partnership, unfair dismissal, redundancy, and personal injury compensation (there is no financial limit on protection for personal injury compensation). This is called the temporary high balance scheme and, if it applies, protection lasts for a maximum of six months.
- (e) The FSCS (including the temporary high balance scheme) will apply to qualifying balances held in our client account. In the unlikely event of a deposit-taking institution failure, we will presume (unless we hear from you in writing to the contrary) we have your consent to disclose necessary client details to the FSCS.
- (f) More information about the FSCS can be found at <https://www.fscs.org.uk>.

13.6 Receiving and paying funds

- (a) Our policy is not to accept cash from clients. If you try to avoid this policy by depositing cash directly with our bank, we may decide to charge you for any additional checks we decide are necessary to establish the source of the funds and this could also cause delays.
- (b) If we receive money in relation to your matter from an unexpected source, there may be a delay in your matter and we may charge you for any additional checks we decide are necessary. If we are unable to identify the source of funds received from an unexpected source, subject to approval of the Money Laundering Reporting Officer, these funds will be returned to source.
- (c) 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. We will make a charge of £45 plus VAT for arranging any bank transfer that we have to make on your behalf.

14. Residual balances

Following the conclusion of our legal work any residual balance held on our client account will be returned to you promptly provided that we can do so. If

we cannot trace you then we will pay the funds to a charity of the Firm's choice. The steps that will be taken to trace you if these are not self-evident from your file are as follows:

(a) Up to and including £49

All steps that can be taken free of charge from our own computer and if we do not receive a response within 30 working days then we will pay to the Firm's nominated charity.

(b) £50-£499

All free steps described above and then to use the DWP letter forwarding service and if we do not receive a response within 60 working days then we will pay to the Firm's nominated charity.

(c) £500 or more

We will obtain the consent of our Regulator the SRA following all required steps having been taken and before paying to the Firm's nominated charity.

15. Prevention of money laundering, terrorist financing and proliferation financing

15.1 To comply with anti-money laundering, counter-terrorist financing and counter-proliferation financing requirements, we are likely to ask you for proof of your identity and we may conduct searches or enquiries for this purpose. We may also be required to identify and verify the identity of other persons such as directors or beneficial owners. If you or they do not provide us with the required information promptly, your matter may be delayed.

15.2 You agree that we may make checks using online electronic verification systems or other databases as we may decide, which will include an electoral roll search. Credit agencies and other users of credit reference agencies services will be able to see that an ID search has been performed.

15.3 You must not send us any money until we have told you these checks have been completed.

- 15.4** We will charge you for these identification and verification checks - we will confirm the cost in our engagement letter.
- 15.5** We may ask you to confirm the source of any money you have sent us or will send us. If you do not provide us with that information promptly, your matter may be delayed.
- 15.6** Any personal data we receive from you for the purpose of preventing money laundering, terrorist financing or proliferation financing will be used only for that purpose or:
- (a) with your consent; or
 - (b) as permitted by or under another enactment.
- 15.7** We are professionally and legally obliged to keep your affairs confidential. However, we may be required by law to make a disclosure to the National Crime Agency where we know or suspect that a transaction may involve money laundering, terrorist financing or proliferation 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. We may have to stop working on your matter for a period of time and may not be able to tell you why.
- 15.8** Subject to section 8 (*'Our liability to you'*), we shall not be liable for any loss arising from or connected with our compliance with any statutory obligation, or reasonable belief we may have, to report matters to the relevant authorities under the provisions of the money laundering, terrorist financing and/or proliferation financing legislation.

16. Financial services

- 16.1** We are not authorised by the Financial Conduct Authority. However, we are included on the register maintained by the Financial Conduct Authority so that we can carry 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 Regulation Authority. The register can be accessed via the Financial Conduct Authority website at www.fca.org.uk/firms/financial-services-register.

16.2 We are also not authorised by the FCA to provide investment advice services. If you need advice on investments, we may refer you to someone who is authorised by the FCA to provide the necessary advice. However, because we are regulated by the SRA, we may be able to provide certain limited investment advice services where these are closely linked to the legal work we are doing for you.

16.3 The SRA is the independent regulatory arm of the Law Society. The Legal Ombudsman deals with complaints against lawyers. If you are unhappy with any financial service you receive from us, you should raise your concerns with the SRA or Legal Ombudsman.

17. Professional indemnity insurance

17.1 We have professional indemnity insurance giving cover for claims against us. Details of this insurance, including contact details of our insurer and the territorial coverage of the policy can be provided on request.

17.2 It is a condition of our professional indemnity insurance that we notify our insurer and/or broker of any circumstances which may give rise to a claim against us. In doing so, we may disclose documents and information to our insurer, broker and insurance advisers on a confidential basis. Our insurers and brokers are contractually obliged to keep all information we pass to them strictly confidential.

18. Disclosure of information for property transactions

18.1 If we are also acting for your proposed lender in this transaction, we have a duty to fully reveal to your lender all relevant facts about the purchase and mortgage. That includes any differences between the mortgage application and information we receive during the transaction and any cash back payments or discount schemes that a seller is giving you.

18.2 You must disclose all information which may affect your liability for stamp duty land tax or other stamp duty (duty) as we can then ensure you pay the correct duty. If you fail to disclose all information (and if in doubt, please disclose it as it can be discounted if it is not relevant) you must accept full liability for any penalties or action or other proceedings that any authority may take against

you for failing to disclose information which resulted in a duty or greater liability to pay such duty.

19. Complaints

19.1 We want to give you the best possible service. However, if at any point you become unhappy or concerned about the service we have provided you should inform us immediately so we can do our best to resolve the problem.

19.2 In the first instance it may be helpful to contact the person who is working on your case to discuss your concerns and we will do our best to resolve any issues. If you would like to make a formal complaint, you can read our full complaints procedure [here](#). Making a complaint will not affect how we handle your matter.

19.3 What to do if we cannot resolve your complaint

(a) We have eight weeks to consider your complaint. If we have not resolved it within this time you may be able to complain to the Legal Ombudsman. Generally, this applies if you are an individual, a business with fewer than 10 employees and turnover or assets not exceeding a certain threshold, a charity or membership organisation with a net annual income of less than £1m, a trustee of a trust with an asset value of less than £1m, or if you fall within certain other categories (you can find out more from the Legal Ombudsman). The Legal Ombudsman will look at your complaint independently and it will not affect how we handle your matter.

(b) Before accepting a complaint for investigation, the Legal Ombudsman will check that you have tried to resolve your complaint with us first. If you have, then you must take your complaint to the Legal Ombudsman:

(i) within six months of receiving our final response to your complaint;

and

(ii) no more than one year from the date of the act or omission being complained about; or

- (iii) no more than one year from the date when you should reasonably have known there was cause for complaint.
- (c) If you would like more information, you can contact the Legal Ombudsman by:
- (i) visiting www.legalombudsman.org.uk
 - (ii) calling 0300 555 0333 between 10.00 to 16.00
 - (iii) emailing enquiries@legalombudsman.org.uk
 - (iv) writing to Legal Ombudsman PO Box 6167, Slough, SL1 0EH

19.4 What to do if you are unhappy with our behaviour

- (a) The Solicitors Regulation Authority (SRA) can help if you are concerned about our behaviour. This could be for things like dishonesty, taking or losing your money or treating you unfairly because of your age, a disability or other characteristic.
- (b) The SRA's website contains information on raising concerns about solicitors and law firms.

20. Terminating your instructions

- 20.1** You may terminate our appointment at any time by giving us notice in writing. We can keep all your papers and documents while there is still money owed to us for our charges or disbursements.
- 20.2** We will only decide to stop acting for you with good reason, e.g. where we feel that the relationship has broken down, if you do not pay a bill, if you provide us with misleading information, if you become a "designated person" for the purposes of the sanctions legislation or if you act in an abusive or offensive manner. We will give you reasonable notice before we stop acting for you.
- 20.3** If you or we decide that we should stop acting for you, we will charge you for the work we have done and, where appropriate, for transferring the matter to another adviser if you so request. This will be calculated based on the fees method shown in your engagement letter as follows:

- a. An hourly basis plus expenses; or
- b. By a proportion of the agreed fee; or
- c. Some other method previously agreed.

20.4 We are not responsible for reminding you about important dates and/or any deadlines after our appointment has been terminated. This may include but is not limited to rent reviews, lease renewals, exercise of options, service of notices or counter notices within time limits, or any other such matters.

21. Consumer contracts (information, cancellation and additional charges) regulations 2013

21.1 The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 gives most clients a 14 day 'cooling off' period following the start of their contract with us. The rules do not apply to clients that we have met at our premises and during the meeting the client has asked us to carry out their legal work and we have agreed to do so. The rules will also not apply where you have agreed that we should start work on your matter during the cooling off period.

21.2 Where you have requested for work to commence within the 14-calendar day cancellation period and you later exercise your right to cancel, you will be liable for any costs, expenses, VAT and disbursements incurred up to the point of cancellation. The cancellation period expires 14 calendar days from the date the contract started.

21.3 To exercise your right to cancel, you must inform us of your decision to cancel the contract by a clear statement (i.e. by letter, fax or e-mail). You may use the Cancellation Form attached for this purpose but it is not obligatory. We will acknowledge receipt of a cancellation. To meet the cancellation deadline, you must advise us that you wish to cancel before the 14 day cancellation period has expired.

21.4 If you cancel, any money paid to us by you will be refunded within a 14 day period. The refund will be by the same means of payment that you used to pay us initially unless we have agreed otherwise. Because of the delays that can be caused by getting property searches done, we always ask you to pay for these

at the start of any conveyancing matter we handle. These searches are exclusive to you and therefore if you cancel once the searches have been ordered we will not be able to refund your money. However, once the search results have been received, we will pass these onto you and they may be used by any other solicitor you instruct.

22. Storage and retrieval of files

- 22.1** We may create and hold client files in hard copy (paper), electronically or a combination of both.
- 22.2** We normally store client files (except any of your papers you ask to be returned to you) for six years after we send you our final bill. We store the file on the understanding that we may destroy it after six years. We will not destroy original documents such as wills, deeds and other securities that we have agreed to hold in safe custody but we may, on reasonable notice, send them to you for safekeeping.
- 22.3** We will not charge for this storage.
- 22.4** If we retrieve your file from storage (including electronic storage) in relation to continuing or new instructions to act for you, we will not normally charge for the retrieval.
- 22.5** If we retrieve your file from storage for another reason, we may charge you for:
- (a) time spent retrieving the file and producing it to you;
 - (b) reading, correspondence, or other work necessary to comply with your instructions in relation to the retrieved file; and/or
 - (c) providing additional copies of any documents.
- 22.6** We will provide you with an electronic copy of the file unless it is inappropriate to do so.
- 22.7** Our Privacy policy contains more information about how long we keep personal data for—see section 12.4.

23. Waiver

Any failure by us to enforce any time period of other term of these conditions shall not be a waiver of any condition or a waiver of the right, now or any time subsequently, to enforce the remaining terms and conditions. We reserve the right to amend these terms and condition of business at any time upon reasonable prior notification being given to you.

24. Severability and variation

In any part of these Terms and Conditions are found by a court (or other competent authority) to be illegal, invalid or unenforceable in part or whole then they will be deemed not to form part of these Terms and Conditions. In these cases, the rest of the Terms and Conditions will not be affected or impaired by the decision of the court or other competent authority.

25. Force majeure

We will not be liable in any way for failure to perform, or delay in performing our obligations to you, if failure is due to outside our reasonable contract ('Force Majeure'). In the event of a Force Majeure event arising, we will notify you as soon as reasonably practicable.

26. Notices

Any change of your address must be notified to the person responsible for your matter as soon as possible but in any event within seven days. Your address for all purposes including correspondence and service of notices shall be the initial address notified to us by you unless otherwise varied in accordance with this clause.

27. The contracts (rights of third parties) act 1999

You should understand that this agreement between us does not create any right or duty enforceable by any person not a party to it.

28. Novation

We may transfer the benefit of your work to any other authorised legal practice which carries on the business of this firm in succession to it. In this case you accept that responsibility for the performance of your work rests with the new firm and references to 'we', 'our' and Attwells shall be taken as references to the successor practice. Subject to the above, neither of us shall have the right to assign or transfer the benefit or burden of your work without the written consent of the other.

29. Signature

| | |
|---|--|
| Signed by or on behalf of client | |
| Name of person(s) signing these Terms of Business | |
| Position or role of person(s) signing these Terms of Business, if not the individual client | |
| Date | |

Cancellation form

To:

I/we hereby give notice that I/We cancel my/our contract of sale for the supply of the following service:

[describe service]

received on [date of contract]:

Name of client(s):

Address of client(s):

Signature of client(s) (only if this form is notified on paper),

Date: