

**Clarke Willmott LLP**

**General terms of business**





## 1 The appointment contract

These are our general terms of business. You will also receive a separate Statement of Work setting out the terms that apply to the particular work we will do for you. The two documents together contain all the terms and conditions of the contract between you and us. If there is any difference between these terms and those in the Statement of Work, the terms in the Statement of Work will apply.

These terms and the Statement of Work are important documents. Please keep them in a safe place in case you need them in future. The Statement of Work asks you to sign and return a confirmation of instructions form, confirming you agree to all our terms. Signing and returning the form confirms the terms of the legally binding contract between you and us. Even if you do not return this form, by continuing to instruct us you accept these terms.

Please read these terms of business and the Statement of Work carefully.

In these general terms of business, the phrases listed below have these particular meanings.

**Statement of Work** – the document setting out the terms that apply to the work.

**confidential information** – information specifically about you and your affairs, or the work that we do for you.

**contract** – the terms in this document and your Statement of Work.

**our personnel** – any member, employee or consultant of Clarke Willmott LLP, including anyone described as a partner.

**personal information** – any information that relates to you or to any other living person.

**privacy notice** – the notice that sets out how we hold, share and use personal information, which we must give to you and which you can find on our website at [www.clarkewillmott.com/privacy](http://www.clarkewillmott.com/privacy).

**undertaking** – a formal promise we make to someone else, including another solicitor, in connection with the work.

**we, us, our** – Clarke Willmott LLP and any organisation which may take over from us. 'We', 'us', 'our' does not refer to any particular member of our personnel.

**work** – the transaction, case, issue or matter about which you have instructed us.

**you, your** – the individual, individuals or organisation named in the Statement of Work.

## 2 Who we are

The contract is with Clarke Willmott LLP, a limited liability partnership incorporated in England and Wales. Our registration number is OC344818 and our registered office is at: Burlington House, Botleigh Grange Business Park, Hedge End, Southampton, SO30 2AF. A limited liability partnership (an LLP) is a form of company.

LLPs have members rather than partners, but we refer to members as 'partners' because more people understand this term. Some other senior staff who are lawyers with equivalent standing and qualifications to a member are also called partners. However, there is no partnership in the conventional legal sense between the people we refer to as partners.

Clarke Willmott is the trading name of Clarke Willmott LLP.

## 3 Responsibility for our services

We (rather than our personnel) will provide advice and services to you, and we alone will be responsible for carrying out our duties under this contract.

Our normal hours of business are 9 am to 5.30 pm, Monday to Friday.

There is no contract between you and any of our personnel. You must treat all correspondence, reports and other communications that you receive from our personnel in connection with the work or the contract as being sent by Clarke Willmott LLP. The advice given (and work done) by our personnel is given (or done) on our behalf and not by them as individuals. In particular, our personnel will not face any personal legal liability because they may sign a document sent or given to you in connection with the contract (or because their name appears in a communication sent to you).

As far as the law allows, our personnel will not have any responsibility to you or to anyone else for the advice given or the work done.

You agree not to bring any claim against any of our personnel in relation to the contract or the advice given (or the work done), whether for breaking a contract, in tort (for example, negligence), breaking a statutory duty or for any other reason. However, you can still take action against us for fraud or recklessly failing to carry out our professional obligations, or any liability we have for anything our personnel do or fail to do.

## 4 What we can give advice on

We advise only on English law, and on European Community law as it applies to English law. If you ask us to get advice from a law firm (or anyone else) in another country, that law firm (or other person) will be responsible for the services they provide.

The advice we give, and work we do, will reflect the law at the time we provide the service. You may rely on it only for the specific work on which we are instructed.

We only advise on tax if we have agreed to do so in the Statement of Work.

When we have completed the work, we will not be responsible for reminding you about future deadlines or obligations.

## 5 Conflict of interest

In a law firm, a conflict of interest arises if the firm finds itself under a duty to act in the best interests of two or more different clients on the same case or work and those interests are not the same. (For example, this can happen when the firm is instructed to act for both the landlord and the tenant in relation to granting a lease.)

We search our records to make sure there is no conflict of interest. If we discover a conflict, we will have to refuse to accept your instructions or stop acting for you. If the work involves your paying for something with borrowed money and we are also instructed by your lender (for example, a bank or building society), we may have to pass to the lender information we learn about you that might affect their decision to lend you money. If you do not want us to pass

this information to your lender, we will have to stop acting for the lender and tell the lender that we can no longer act because a conflict has arisen. We may also have to stop acting for you too.

## **6 Teamwork**

The Statement of Work sets out the names and status of our personnel who will be involved in the work we do for you. More than one person may be involved (including paralegals and trainee solicitors) so that your work is done at the appropriate level and we keep your costs down. We will tell you if we need to change the staff involved.

We will also tell you if other specialist solicitors within the firm need to be involved in the work.

## **7 Our responsibilities**

We aim to provide a friendly and efficient service. We will use reasonable skill, care and attention when carrying out your instructions.

We will act as your legal adviser. We do not give advice on commercial, financial or business issues. In particular, we do not give advice on the commercial or financial merits of transactions, or the business risks that may be associated with them.

We will:

- represent your interests;
- explain the necessary legal work and the prospects of a successful outcome;
- tell you if you might be able to get Legal Aid;
- keep you regularly informed of progress or, if there is none, when you are likely to hear from us next; and
- deal with your enquiries promptly and appropriately. (If any communication from you requires a response, and we cannot give you a full reply within 48 hours, we will tell you this and then provide a full response within a reasonable time that is consistent with the urgency of the matter.)

So that we can meet our responsibilities, you must make sure that you:

- let us know, as soon as possible, about any change to your contact details;
- give us clear instructions and information, in good time;

- keep us informed of developments in your matter;
- co-operate with us to progress your matter;
- do not ask us to work in an improper or unreasonable way; and
- keep documents which are likely to be needed and promptly provide all information and documents relevant to your matter, including information and documents we ask for.

## **8 Communication and instructions**

We will communicate with you by letter, fax, email and phone, unless you tell us not to use any of these methods.

You agree that we can serve legal documents (such as claim forms or other court documents) on you using any of the following.

- By email to any email address which you have used to send emails to us.
- By ordinary post to the address to which we sent our Statement of Work.
- By ordinary post to the last address that you wrote to us from before we served the legal document on you.
- By ordinary post to the last address that we wrote to you at before we served the legal document on you.

This is for the purposes of Part 6.8 of the Civil Procedure Rules.

Our phone numbers start with 0345. Calls to 0345 numbers are charged at standard landline or 'geographic' rates, which are included in most call packages. We do not make money from calls to 0345 numbers. If you are not sure about how your provider will charge you for your call, please ask us to call you back.

We routinely send emails unless we have been asked not to do so. However, we cannot guarantee that emails will arrive on time or be secure or free from viruses, computer errors or other programming corruption.

Unless you tell us otherwise, you confirm that you accept these risks and you authorise us to send you emails. You agree that you are responsible for any emails you send. Neither you nor we will have any legal responsibility to each other on any basis for any damage or loss arising from viruses, computer errors or other programming corruption in connection with any emails.

Emails may be read by someone who is not the intended reader, even if addressed correctly by the sender. Unless you have told us not to use email, we take no responsibility for an email sent by us being seen by someone other than the person it is addressed to because of circumstances beyond our control. We recommend you take great care if copying emails from us to other people, or passing on our advice in any other way. Information revealed in this way (including any other relevant communications between us) may result in loss of confidentiality or legal privilege. A loss of legal privilege may, for example, harm your chances of success in a court case - even if the court case is not directly the subject of our advice - because the email may need to be released under court rules to the other side and the court.

Please let us know if you are in any doubt about the effect of your emails being revealed to other people and if we should address any correspondence to you in any particular way.

We may monitor email communications in line with relevant law and regulations.

We may rely on your instructions and statements and those of any member of your staff (or any partner, member or officer if you are an organisation) if they say they have your authority. If the term 'you' includes more than one person, we may rely on instructions and statements given to us by any of you. If you want us to communicate only with specific people, you must write to us with their names.

## 9 Reports, opinions and other advice

You may not publish or copy reports, opinions and other advice we give you (spoken or written) to anyone else without getting our permission first.

We own the copyright and every other type of intellectual property right in any documents or anything else we prepare for you under the contract. You may use them only for the specific purpose or work for which we created them, unless the Statement of Work says something different.

We do not have to update any report, opinion or advice we have provided after the work has finished. We are not responsible for reminding you about important dates that happen after the contract has come to an end. You must not rely on any drafts of any reports, letters or other documents we send you.

## 10 Your identity and where your money comes from

In some circumstances, before we start work on your behalf, the Money Laundering, Terrorist Financing and Transfer of Funds (Information on the Payer) Regulations 2017 (as amended) say that you must give us proof of your identity in a way that meets the regulations. We may also need proof of identity of certain other people, for example people related to you or the actual owners of property or shares held by nominees or trustees. If we act for you for a long time, we may have to repeat this process occasionally. Our fees include a charge for doing this.

We will only use the proof of your identity and other personal information you give us to:

- prevent money laundering, financing of terrorism and proliferation financing (providing funds or financial services to be used in connection with manufacturing, possessing, developing, exporting and stockpiling nuclear, chemical or biological weapons and related materials);
- check whether any sanctions mean that we cannot work for you; and
- check your identity and address for VAT purposes if you have told us that you are not charged VAT; unless you agree to us using it in a different way (see paragraphs 13 and 34) or the law allows us to use it for a

different purpose.

We will normally hold proof of your identity and other personal information for five years after our business relationship ends. However, we may hold the information for seven complete financial years after the date of the last invoice if you are not charged VAT because you have told us that your main or only home is overseas.

We may ask you to provide evidence and an explanation of where the funds you are using for a transaction came from. We may also ask you about the sources of your overall wealth. We may refuse to act or stop acting for you if you do not give us this information in full when we ask for it. Please do not deposit cash direct into our bank account. We may charge you for any extra checks we need to carry out to prove where your funds came from.

We will not accept cash payments of more than £250. If you pay us money to pass on to someone else (for example, the price of something you are buying), we will not accept payments to us for more than is needed for that purpose.

This includes an amount to cover related costs and expenses.

We do not accept liability to you if you suffer any loss or disadvantage because either:

- we have refused to act or stopped acting for you because you have not given us any relevant information; or
- we have refused to accept any cash payment or payment of more than is needed.

If we pay money to you, it will be by cheque or bank transfer, not cash. We will not pay anyone else if there is no clear connection to you or the work we have done.

## 11 Rights of others

You cannot transfer to anyone else the benefit of the contract (and of any reports, opinions or other advice or other material we have prepared under it) without getting our written permission beforehand. We are not responsible to anyone other than you for anything we have done or not done under the contract.

A person who is not a party to the contract (that is, anyone other than you and us) has no right to enforce any of the terms of the contract under the Contracts (Rights of Third Parties) Act 1999 (the Contracts Act), except as shown below in

relation to our personnel. Our personnel are entitled to the benefit of paragraph 3 of these terms (Responsibility for our services) under the Contracts Act. You and we may agree to withdraw or amend the contract without the permission of any person who has a right under the Contracts Act.

## 12 If we transfer the contract

We will not transfer the benefit of the contract to anyone other than an organisation which takes over our practice, unless we get your written permission first.

## 13 Confidentiality

All our work and dealings with you are strictly confidential and we will not release confidential information without your permission.

However, sometimes we may have to reveal confidential information to the National Crime Agency under the anti-money laundering legislation, or to our regulators (see paragraph 40).

We may also need to reveal confidential information in other situations. You agree to us releasing confidential information to:

- our auditors and the Solicitors Regulation Authority, for audit, quality-control and other purposes;
- our insurers, whether or not you have made a claim against us;
- our legal advisers;
- regulatory and tax authorities;
- other professional advisers, such as barristers or foreign lawyers, who we may instruct on your behalf to advise you; and
- companies or people who carry out typing, photocopying, archiving or other non-legal tasks on our files, to make sure your work is done on time. We will ask these people to sign a confidentiality agreement. If you do not want any of your work to be dealt with in this way, please tell us as soon as possible.

Like many businesses, we outsource some of our computer systems to specialist providers. We use 'the cloud', which means that we store client information on servers which we do not own and which are not kept in our offices. We access these servers through secure connections. All of our cloud computing suppliers meet strict requirements for security and confidentiality and have entered into contracts with us that include terms which protect the information that they hold on our behalf. By instructing us, you agree to your information being held in this way.

We may tell other clients and potential clients in general terms about

services we provide, to give them an idea of the sort of services we offer and the experience and expertise we have. Before we give these people information specifically about you or the work we carry out for you, we will ask for your permission. In the Statement of Work, we may ask you to give this permission.

Our privacy notice sets out the other parties who may process or with whom we may share personal information when we provide our services to you.

#### **14 Your papers**

We will keep your file in electronic form. We scan paper documents when we receive them and then usually destroy the original. We do not destroy important documents, such as signed contracts and agreements, title deeds, wills, share certificates and so on or other documents you have asked us to keep safe. If you want us to keep any other paper documents which belong to you (such as experts' reports, search reports or other documents which we may get on your behalf), you must let us know as soon as possible.

When our work is completed, we will return to you any paper documents that you asked us to keep.

We will keep the electronic copy of our file and any physical documents that we agree to hold for only as long as we need them. Our privacy notice sets out how long we will keep these papers. You do not have to pay for the storage of this information.

If the work involves recording information on a UK tax return or information that must be referred to in a UK tax return, you must keep certain papers or records for six years.

We do not normally charge for taking your paper file or deeds out of storage if it is in connection with instructions from you for which we are going to charge. However, we can charge a reasonable fee for taking these documents out of storage in other cases. We may also charge if you ask for a paper copy of your electronic file or for an electronic copy of your paper file.

We are entitled to keep any money, papers, documents and anything else of yours for as long as you owe us any money. We are entitled to keep items (other than money) to any value even if this value is more than the amount due. We cannot hold money over the amount you owe.

To cover our costs, we can also keep items we have recovered in legal work, both billed and unbilled. This includes transferring to our ownership items not in our possession.

We will keep copies of your file, even if we hand over the original paper file or an electronic copy to you or to another solicitor. This is so we can manage any possible risk to our business. We may hold these copies electronically or in paper form.

#### **15 Information**

We are not responsible for the accuracy of information you, or anyone else, give us. If you give us information and then find out it is untrue, inaccurate or misleading, you must tell us. We are entitled to rely on the truth, accuracy and completeness of the information you give us. We will not routinely check with anyone else any information you provide.

#### **16 Quality standards**

Unless we agree otherwise, we will deliver our services to you with reasonable skill and care.

#### **17 Limit of our liability**

The most we will pay you for work done under the contract is £10 million, whether for our negligence or breaking our contract or otherwise. This limit does not apply to fraud or reckless disregard of professional obligations by any of our personnel, liability for death or personal injury, or any other legal liability that we cannot legally exclude. If the contract is with two or more clients, all of those clients will share this limit.

Only you may make a claim against us about our services under the contract. If you could also make a claim against someone else for the same loss, we will only pay you our fair share of the loss. This will apply whether or not the other person you could claim against has limited their liability to you. This will not increase our liability beyond the limit shown above.

It is unlikely that we would be legally responsible to you if money we hold on your behalf is lost due to the financial institution holding the funds collapsing. This does not affect your rights to make a claim under the Financial Services Compensation Scheme (FSCS) for lost money.

We will, if you agree, give certain client information to the FSCS to help them deal with these claims. We hold client funds with major institutions. You can see a list of the institutions where your money may be deposited on our website at [www.clarkewillmott.com/terms.aspx](http://www.clarkewillmott.com/terms.aspx). We may update this list from time to time.

The FSCS limit on claims (currently £85,000) applies to the total amount held by each individual within any one financial institution, no matter which account the money is held in. So, if you hold other

personal money in the same bank where we hold your client account, the limit will still be £85,000. Some financial institutions trade under different names but are still treated as the same bank for FSCS purposes.

You may also be protected by the FSCS temporary high-balance protection scheme. This applies to money we hold in our client account for up to six months as a result of certain events, including property transactions, inheritances, marriage, divorce or ending a civil partnership, unfair dismissal, redundancy, personal injury claims or winding up an estate when someone dies. If you qualify for this scheme, it will provide up to £1 million of protection (unlimited for personal injury claims) if the financial institution which is holding your money fails.

We hold professional indemnity insurance as needed under the rules of the Solicitors Regulation Authority. You may see details of our insurance policy at our offices.

## **18 Timescales**

If we have discussed or been made aware of a timescale for providing our services or carrying out a transaction, we will do our best to meet that timescale. However, unless our Statement of Work says otherwise, we do not have to meet your timescale and we will use it for forward-planning and estimating purposes only.

## **19 Our charges**

You will be responsible for our charges and for expenses we pay on your behalf, whether or not the transaction or work has finished. You are legally responsible for our charges and expenses, whether or not someone else has agreed to pay them or is legally responsible for paying them. Your legal responsibility to us for fees and expenses may be more than those we can get back from someone else. If we act for two or more clients under a contract, all those clients will be responsible (both jointly and individually) for paying our charges and expenses. The Statement of Work sets out, in detail, the charging arrangements for your work.

In certain cases, you may want to set an upper limit on our charges. If you do, we will let you know if you reach the limit and we will stop doing further work unless you tell us to. This type of arrangement is not usually appropriate if the work involves buying or selling shares, property or some other asset.

We charge £30 plus VAT for each payment made using the Clearing Houses Automated Payment Scheme (telegraphic bank transfers). Part of this fee is an administrative charge we make and the rest is a charge made by our bank.

We can charge for photocopying (normally if the cost of copying is more than the equivalent of 50 pages of black and white copy) plus VAT. You can ask to see a list of our charges.

## **20 VAT**

We add value added tax to our charges and to expenses (if it applies) at the current rate. You must pay the VAT even if you have arranged for someone else to pay our bill.

We are registered for VAT purposes. Our VAT registration number is GB 129 91 30 60.

## **21 How we work out costs**

Unless the Statement of Work shows a fixed fee, what we charge depends on the time spent on the work. We record all work in six-minute units and usually record different activities separately. This includes, for example, time taken in meetings, phone calls, time spent at court and elsewhere, reading and preparing documents, correspondence and travelling and time spent supervising more junior personnel.

We work out our fees mainly by referring to the number of hours our staff spent on the work. However, our fees may be less than the appropriate multiple of the hourly rates if we think that a simple 'hours spent' calculation would result in a fee that is unreasonable in relation to the work. On the other hand, there also may be circumstances (for example when we have to work outside normal office hours or when the work becomes very complicated), when, on a fair and reasonable basis, it will be appropriate to increase our fees beyond the hourly rate.

We will discuss this with you if these circumstances arise.

You will find the hourly rates of our personnel or grades of staff doing the work in the appointment letter. We review these rates from time to time, usually on 1 May each year. We also cover this in more detail in the appointment letter.

If the work ends before it is expected to, we will bill you for all of the work we have done and for expenses that we have paid or agreed to pay on your behalf up to that point.

## **22 Estimates**

Unless the appointment letter shows a fixed fee, it will usually contain an estimate of the fees and expenses. If we are not able to give you an estimate, we will explain why. Estimates are not fixed prices and can change. We will regularly review costs and estimates in line with the appointment letter, and we will tell you about any changes.

## **23 Expenses**

We may run up expenses with other people or organisations on your behalf which we will add to our fees - for example, search fees, court fees, Companies House fees, Land Registry fees, barristers' fees, couriers' charges, and so on. We will try to keep these expenses as low as possible.

We will also run up expenses while carrying out work for you, which will form part of your costs. These include travel expenses and photocopying charges, but we do not charge extra for postage or phone charges. However, we do charge for time spent on the phone.

We charge travelling expenses, either at cost or, in the case of motoring expenses, at 40p a mile. We will also charge you courier or other delivery charges at cost. You will also have to pay VAT on courier and travelling expenses.

**24 Our bills, payments in advance and interim billing** We will send you our bills at the times set out in the Statement of Work.

We sometimes need payments in advance for fees and expenses we will run up on your behalf. We may use these payments to pay interim and final bills for fees and expenses.

If we send you an interim bill before our work is finished, this will be a final bill for the work it actually covers. We may, rarely, send 'on account' bills. These are not final bills and may change as we do more work. If it is 'on account', it will say so on the bill.

## **25 Paying bills and interest**

You must pay any bills as soon as you receive them. If you do not pay bills within 14 days after receiving them, we may charge interest on the amount you owe, from the end of this 14-day period, at the rate then due on judgment debts under the Judgments Act 1838 (which is currently 8% a year) or the rate then due under the Late Payment of Commercial Debts (Interest) Act 1998, whichever is higher. If paying a bill depends on something taking place, such as the completion of a sale of land, we will work out interest from when that event takes place.

By accepting these terms, you authorise us to use funds we hold for you in relation to this work to pay bills we have raised or expenses we have run up for this or any other work. If the work includes buying or selling an asset and enough funds are available, we will usually settle the bill for the work out of those funds when those assets are transferred.

You can pay your bill by credit or debit card. Our credit control team process payments over the phone. Call 0345 209 1281. Please do not send your card details to us either by email, post or fax.

## **26 Money transfers and preventing fraud**

If you need to transfer money to us, our client account details are: Clarke Willmott LLP client account, HSBC Bank plc, sort code 40-14-13, account number 12535572, IBAN GB76HBUK40141312535572, SWIFT/BIC CODE HBUKGB4B. You should use this account for all payments except paying our bills.

If you are paying a Clarke Willmott bill, our office account details are: Clarke Willmott office account, HSBC Bank plc, sort code 40-14-13, account number 02477165, IBAN GB54HBUK40141302477165, SWIFT/BIC CODE HBUKGB4B. Please only send bill payments to this account.

In the unlikely event that we need to change our bank account details from those listed above, we will let you know by letter, and write to you both before and after any change.

It can be dangerous to put bank account details in the body of an email as emails can be intercepted and the account details changed before the email reaches the person it is being sent to. As an anti-fraud measure, if we ask you to send us money, we will usually remind you about our bank account details by letter, phone or in an attachment to an email. If we email you and our bank account details are set out in the body of the email, we will also confirm those details to you separately by letter or by phone.

If you have any concerns at any time about whether you have our correct bank account details, please phone us before you send us any money. We accept no responsibility if you transfer money to a bank account which is not ours.

If we need to send money to your bank account, we recommend that you provide your account details to us by letter or by phone followed by confirmation by email or letter, but never by email alone. If you provide bank account details to us by email, we will write to you or phone you to confirm that they are correct before sending any money to the bank account set out in the email.

## **27 Guarantees**

At any time, we may ask you to provide guarantees or security for your legal costs and expenses. If you do not provide a guarantee or security within a reasonable time after we have asked for one, we may stop acting for you and end the contract.

## **28 Undertakings**

We may need to give undertakings on your behalf. If this involves paying money, you must send us enough money to carry out the undertaking before we give it.

## **29 Interest on your money**

When carrying out your instructions, we may need to hold your money in a client account. Under Rule 7.1 of the SRA Accounts Rules, we must pay a fair amount of interest on any money we hold on behalf of clients.

As holding money on your behalf is not part of the work we do in line with your instructions, the interest rate we pay is unlikely to be as high as the rate you could get from an account you paid money into. We must make sure that money held in the

client account is immediately available, so when we set the rate of interest we will pay we take account of the need to have instant access to your money.

There are costs associated with calculating interest, so we set minimum periods that money must be held in client accounts for, and minimum amounts which must be held, before we pay interest. Interest payments must also be above a minimum amount before we will pay interest to the relevant person.

We will not pay interest on money we hold for less than one week, regardless of the amount of money we are holding on your behalf, and we will not pay interest if the amount we are holding on your behalf is less than £10,000. We also will not pay interest if the total amount that would otherwise be due is less than £50. This rule does not apply to money held in a deposit account.

You can ask for a copy of our interest policy.

## **30 Insurance and other commission**

If we receive commission from someone else in connection with the work, for example for introducing you to an insurer with whom you take out a policy, we will pay you that commission. We will ask you to repay that commission if whoever paid it to us becomes entitled to have it back.

## **31 Law that applies**

Our work is governed by English law. The contract and any reports or other advice we give are also governed by English law and any disputes will be dealt with only in the courts of England and Wales.

## **32 Suspending or ending the contract**

You may end our contract at any time by giving us reasonable notice (at least five working days) in writing.

We may suspend our services or end the contract and refuse to act further on your behalf if you do not make payments you owe or if other circumstances give us reasonable reason to do so.

If you or we end the contract, or we suspend our services, you are still responsible for:

- our charges and expenses up to the date the contract ends or we suspend our services;
- our charges and expenses for work we reasonably do because you or we have ended the contract or we have suspended our services; and
- liabilities, commitments or undertakings we give on your behalf.



If we suspend our services or end the contract, we will explain to you your options for carrying on with your work.

### **33 Cancelling the contract under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 ("the Regulations")**

If you are a consumer, as defined in the Regulations, you may have the right to cancel the contract between us. If you are unsure whether you are a consumer or whether these Regulations apply to you, please ask us.

The following paragraphs explain the cancellation rights given to consumers by the Regulations. The wording we have used is that used in the Regulations and so Plain English Campaign's Crystal Mark does not apply to this clause 33.

#### ***Your right to cancel under the Regulations***

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.

To exercise the right to cancel, you must inform us of your decision to cancel this contract by a clear statement (eg a letter sent by post, fax or email). You may use the model cancellation form which you can find at [www.clarkewillmott.com/cancel](http://www.clarkewillmott.com/cancel), but it is not obligatory.

To give us your decision to cancel please contact the person who is advising you. You will be able to find their contact details in the client appointment letter.

To meet the cancellation deadline, it is sufficient for you to send your communication concerning your exercise of the right to cancel before the cancellation period has expired.

#### ***Effects of cancellation***

*If you cancel this contract*, we will reimburse you all payments received from you, including the costs of delivery, unless you ask us to start work during the cancellation period (see 'Asking us to start work' below)

We will make the reimbursement:

- without undue delay, and not later than 14 days after the day on which we are informed about your decision to cancel

this contract; and

- using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise; in any event you will not incur any fees as a result of the reimbursement.

#### ***Asking us to start work***

We cannot start work during the cancellation period unless you instruct us to do so in writing.

In most cases, if you ask us to start work before the end of the cancellation period you are still entitled to cancel the contract. You only lose the right to cancel if we fully complete the work within the cancellation period. If this happens, you will have to pay us in full for the work done.

If you cancel during the cancellation period after agreeing that we can start work, we can charge you for the work we have done on a pro-rata basis. This will be an amount which is in proportion to what has been performed, until you told us you wished to cancel in comparison with the full coverage of the contract.

Please ask us for a consent to start work form if you want us to start work before the end of the cancellation period.

#### ***Related agreements***

If you are entering into a related agreement, such as a conditional fee agreement or an insurance policy to cover your legal expenses, that agreement will also be automatically cancelled if you cancel this contract with us.

### **34 Data protection**

Our service to you includes analysing and processing personal information. Under data protection law we are the 'data controller' of that personal information.

Our privacy notice sets out:

- what personal information we collect;
- our legal reasons for collecting the information;
- how the information will be used;
- other people we may share the information with;
- how long the information will be stored for;
- your rights over the information; and
- how to make a complaint or exercise your rights if you are concerned about how we are using your information.

You can find the most up-to-date privacy notice on our website at [www.clarkewillmott.com/privacy](http://www.clarkewillmott.com/privacy). To ask for a paper copy, please email [dataprotection@clarkewillmott.com](mailto:dataprotection@clarkewillmott.com) or write to the Data Protection Officer, Kat Quinton, at: Burlington House, Botleigh Grange Business Park, Hedge End, Southampton, SO30 2AF.

If you provide personal information to us (including that of others involved in the work), you are responsible for meeting all data protection laws when you give us that information. You alone are responsible for the accuracy and quality of the personal information you give us.

### **35 Notices**

We may send any notice under the contract to you at your address set out in the appointment letter, unless you have told us a different one for this purpose. You must send any notice to us at our address set out in the appointment letter, unless we have told you a different one for this purpose.

Notices may be given personally or by post. If they are sent by first-class post, we and you can treat them as having been delivered on the second day after being posted, whether or not they are actually delivered.

We do not accept notices or legal documents served by fax or email.

### **36 Terms that cannot be enforced**

If a court finds that we are not entitled to enforce any term of this contract, the other terms will continue to apply in full.

### **37 Whole agreement**

The contract forms the whole agreement between you and us and replaces any previous agreements, understandings or arrangements between us relating to the services we provide. However, these terms do not affect our legal responsibility for any fraudulent or dishonest statements or acts.

### 38 Amendments

The contract may be amended only in writing in the appointment letter or by another agreement between you and us that refers specifically to this contract.

### 39 Compliments and complaints

We monitor our service and constantly aim to improve it. It is very important to us to know whether or not you are satisfied with our service. As a result, we welcome your comments and suggestions.

If you have a concern or a complaint about our service or about our bill, please contact the person dealing with your work. If the problem cannot be sorted out, please contact the partner, supervisor or team manager named in the appointment letter who has responsibility for dealing with your complaint. Then, if you want to take the complaint further, please refer it to our Client Care Partner, Stephen Rosser, at: Clarke Willmott LLP, Burlington House, Botleigh Grange Business Park, Hedge End, Southampton, SO30 2AF.

If you are not satisfied with the way we handle your complaint, you may be able to ask the Legal Ombudsman to consider

your complaint. The Legal Ombudsman is the independent organisation which handles complaints against solicitors. For more information on their complaints procedure, including who may use their services and the time periods for involving them, visit [www.legalombudsman.org.uk](http://www.legalombudsman.org.uk) or view our complaints policy at [www.clarkewillmott.com/terms.aspx](http://www.clarkewillmott.com/terms.aspx). Or, you can contact them at PO Box 6167, Slough, SL1 0EH.

There are other complaints organisations which can deal with complaints about legal services, if both you and we agree to use them. For more information, see our complaints policy. You may also have a right, under Part III of the Solicitors Act 1974, to ask the court to assess whether the charges in our bill are reasonable. However, the Legal Ombudsman may not be able to consider a complaint about our bill if you have applied to the court for the bill to be assessed.

### 40 Our regulators

We are authorised and regulated by the Solicitors Regulation Authority ("SRA") (SRA number: 510689). We are registered with the SRA to practise as a recognised body in England and Wales. The SRA is the independent regulatory arm of the Law Society. We must keep to the

SRA's rules of professional conduct which you may inspect, in English, at [www.sra.org.uk/handbook/](http://www.sra.org.uk/handbook/). As a result, you are entitled to the benefit of the SRA Compensation Fund.

The Law Society is a professional organisation which represents solicitors in England and Wales. It no longer handles complaints or regulates solicitors.

The SRA says that we must give you the following statement. "We are not authorised or regulated 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 mediation activity, which is broadly the advising on, selling and administration of insurance contracts. This part of our business, including arrangements for complaints or redress if something goes wrong, is regulated by the Solicitors Regulation Authority. The register can be accessed via the Financial Conduct Authority website at <https://register.fca.org.uk>."

If you need advice on investments, we will refer you to someone who is authorised by the Financial Conduct Authority.



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