



# Thirsk Winton LLP

## Terms of Business

### 1. Our Aim

We aim to offer our Clients quality legal advice with a personal service at a fair cost. As a start, we hope it is helpful to you to set out in this statement the basis on which we will provide our professional services.

### 2. Thirsk Winton LLP

Thirsk Winton LLP is a limited liability partnership, registered in England and Wales with registration number OC346094. A list of the Members of Thirsk Winton LLP is open to inspection at the registered office at Swan House, 9-12 Johnston Road, Woodford Green, Essex IG8 0XA.

In these Terms and Conditions of Business, any reference to “we”, “us”, “our” or “the Firm” or any similar reference, is a reference to Thirsk Winton LLP.

Any reference to “Partner” or “Partners” is a reference to a Member or Members of Thirsk Winton LLP.

### 3. Limitation of Liability to Thirsk Winton LLP

Your relationship will be solely with Thirsk Winton LLP and Thirsk Winton LLP will have sole legal liability for the work done for you and for any act or omission in the course of that work. No Member, including any Member described as a Partner, employee, agent or consultant of Thirsk Winton LLP will have any personal legal liability for that work, whether in contract, tort (including negligence) or otherwise.

In particular, the fact that any individual Member, including a Member described as a Partner, employee, agent or consultant, may sign in his or her own name any letter, e-mail or other document in the course of carrying out that work, will not mean that he or she is assuming any personal legal liability to you separate to that of Thirsk Winton LLP.

### 4. Limitation of Liability to a Fixed Sum

The liability of Thirsk Winton LLP to you shall not exceed £3,000,000.00. This limit is considered to be fair and reasonable and reflects the level of professional indemnity insurance held by the firm. The limit shall apply to any and all causes of action against us in respect of or arising from or in any way connected with our engagement by you.

If you consider that you require a higher limit of liability in respect of any particular matter, please contact us to discuss this. We may be able to make alternative arrangements, or we may be able to advise you of alternative lawyers with higher limits.

Where in relation to any loss you may have a cause of action against Thirsk Winton LLP and against any third party, we shall only be liable to you for our share of the responsibility, but nothing in this paragraph shall increase our liability beyond that mentioned above.

### 5. Our Commitment to You

We will

- Represent your interests and keep your business confidential
- Explain to you the legal work which may be required and the prospects of a successful outcome
- Make sure that you understand the likely degree of financial risk if applicable
- Keep you regularly informed of progress or, if there is none, when you are next likely to hear from us
- Try to avoid using technical legal language when writing to you
- Deal with your queries promptly

## **6. Our Hours of Business**

The normal hours of opening at our offices are between 9am and 5pm on weekdays. Messages can be left on voicemail outside our opening hours and it may be possible to arrange appointments at other times in exceptional circumstances.

## **7. Charges and Expenses**

**We may have agreed with you a fixed fee for the work we carry out, in which case the following will only apply for work outside that fixed fee arrangement.**

Our charges will be calculated mainly by reference to the time actually spent by the solicitors and other staff in respect of any work which they do on your behalf. This will include meetings with you and perhaps others, reading and working on papers, correspondence, preparation of any detailed costs calculations, and time spent travelling away from the office when this is necessary.

Outgoing correspondence (such as letters, emails and other forms of written communication) is charged in six minute units of time. We charge for the time spent on making and taking telephone calls in six minute units. We charge for considering incoming correspondence in units of three minutes of time.

The current hourly rate will be given in the initial client care letter you receive and will be confirmed to you at any time on request.

Hourly rates are reviewed periodically to reflect increases in overhead costs and inflation. If a review is carried out before your matter has been concluded, we will inform you of any variation in the rate before it takes effect.

In addition to the time spent, we may take into account a number of factors including any need to carry out work outside our normal office hours, the complexity of the issues, the speed at which action has to be taken, any particularly specialist expertise which the case may demand. In particular, in property transactions, in the administration of estates and in matters involving a substantial financial value or benefit to a client, a charge reflecting for example, the price of the property, the size of the estate, or the value of the financial benefit may be considered. It is not always possible to indicate in advance how these aspects may arise. Where a charge reflecting any value element is to be added we will explain this to you.

Solicitors have to pay out various other expenses on behalf of clients such as Land Registry fees and counsel's fees. We have no obligation to make such payments unless you have provided us with the funds for that purpose. We refer to such payments generally as "disbursements". We will require a payment in advance from you in respect of any disbursements payable on your transactions.

If, for any reason, your matter does not proceed, we will be entitled to charge you for work done and expenses incurred to the date of termination of our instructions.

## **8. Payment Arrangements**

In property transaction we will normally send you our bill following the exchange of contracts and payment is required on a purchase prior to completion; and on a sale, at completion. If sufficient funds are available on completion, and we have sent you a bill, we will deduct our charges and expenses from the funds. Unless otherwise agreed, payment is due even though the matter may not proceed to completion.

When dealing with the administration of estates we will normally submit an interim bill at regular stages during the administration, starting with the obtaining of a Grant. The final account will be prepared when the Estate Accounts are ready for approval.

In all other cases and transactions it is normal practice to ask clients to pay sums of money from time to time on account of the charges and expenses which are expected in the following weeks or months. We find that this helps clients in budgeting for costs as well as keeping them informed of the legal expenses which are being incurred. If such requests are not met with prompt payment, delay in the progress of a case may result. We will also submit interim bills on a regular basis, dependant upon the nature of the case.

If payment of a bill or a request for a payment on account is not met, then we reserve the right to cease to act for you in the matter.

Payment is due to us within twenty eight days of our sending you a bill, failing which interest will be charged on a daily basis at 4% over Barclays Bank Plc base rate from time to time from the date of the bill.

## **9. Interest Payment**

Any money received on your behalf will be held in our client account. Subject to certain minimum amounts and periods of time set out in the Solicitors Accounts Rules, interest will be calculated and paid to you at the rate from time to time payable on Barclays Bank PLC's designated client accounts. The period for which interest will be paid will normally run from the date on which funds are received by us until the date of issue of any cheque or the date of any bank transfer from our client account. When signing these terms of business you agree that we may retain the first £20.00 of each amount of interest as and when calculated to help us cover the administrative expenses of arranging these calculations and payments to you.

Where you obtain borrowing from a lender in a property transaction, we may ask the lender to arrange that the advance monies are received by us prior to the completion date. This will enable us to ensure that the necessary funds are available in time for completion. You should be aware that the lender may charge interest from the date of issue of the advance.

## **10. Storage of Papers and Documents**

After completing the work, we are entitled to keep all your papers and documents while there is money owing to us for our charges and expenses. In addition, we will store an electronic copy of your file for not less than one year. After that, storage of your file is on the clear understanding that we have the right to securely destroy it after such period as we consider reasonable. We will not of course destroy any paper documents such as wills, deeds and other securities which you ask us to hold in safe custody.

We will store wills, deeds and other securities free of charge whilst you remain a client. If you withdraw wills, deeds or other securities from storage other than in connection with a continuing or new instruction, we will make a charge for retrieval and delivery.

If we retrieve papers or documents from storage in relation to continuing or new instructions to act in connection with your affairs, we will not normally charge for such retrieval. However, we will make a charge based on time spent for producing stored papers or documents at your request. We may also charge for reading, correspondence or other work necessary to comply with your instructions.

## **11. Termination**

You may terminate your instructions to us in writing at any time but we will be entitled to keep all your papers and documents while there is money owing to us for our charges and expenses.

If we decide to stop acting for you, for example if you do not pay an interim bill or comply with the request for a payment on account, we will tell you the reason and give you notice in writing.

## **12. Limited Companies**

When accepting instructions to act on behalf of a limited company, we may require a director and/or controlling shareholder to sign a form of personal guarantee in respect of the charges and expenses of this firm. If such a request is refused, we will be entitled to stop acting and to require immediate payment of our charges and expenses as set out earlier.

## **13. Tax Advice**

Any work that we do for you may involve tax implications or necessitate the consideration of tax planning strategies. We may not be qualified to advise you on the tax implications of a transaction that you instruct us to carry out, or the likelihood of them arising. If you have any concerns in this respect, please raise them with us immediately. If we can undertake the research necessary to resolve the issue, we will do so and advise you accordingly. If we cannot, we may be able to identify a source of assistance for you.

## **14. Financial Services**

The firm is not authorised under the Financial Services and Markets Act 2000 ("FSMA"), but is able in certain circumstances to offer a limited range of investment services to clients if they are an incidental part of the professional services we have been engaged to provide because we are members of the Law Society. The firm is included on the register maintained by the Financial Conduct Authority ("FCA") so that we can carry on insurance mediation activity, which is broadly the advising on, selling and administration of insurance contracts. This part of the firm's business, including arrangements for complaints or redress if something goes wrong, is regulated by the Solicitors Regulation Authority ("SRA"). The register can be accessed via the FCA website at [www.fca.org.uk/register](http://www.fca.org.uk/register).

The Law Society is a designated professional body for the purposes of FSMA. The SRA is the independent regulatory arm of the Law Society. The Legal Ombudsman is an independent body set up to decide complaints which cannot be resolved within a firm's complaints procedure. If you are unhappy with any insurance advice you receive from us, you should raise your concerns with either the SRA or the Legal Ombudsman.

#### **15. Data Protection**

We will use all personal information that is supplied to us by you or a third party on your behalf, as your data processor for the purpose of providing you with legal services. We may also use the personal information for the purposes of complying with legal and regulatory requirements, to carry out credit checks, to detect, investigate and prevent fraud, and for internal analysis and research. The firm is registered with the Information Commissioner as a Data Controller.

#### **16. Regulatory Information and Complaints Handling**

We are committed to the provision of high quality legal services, and continued improvement in that quality. If, however, you are not fully satisfied as to the quality of service which you have received or are concerned about the amount of a bill, please in the first instance contact our complaints handling partner by telephone on 020 8505 4777 or by post at our office address, from whom a copy of our Complaints Procedure can be obtained.

We would expect to resolve any problem to your satisfaction, but if we do not you may be entitled to ask the Legal Ombudsman to consider your complaint on 0300 555 0333 or by e-mail to enquiries@legalombudsman.co.uk or by post to PO Box 6806, Wolverhampton WV1 9WJ, United Kingdom. Normally, you will need to bring a complaint to the Legal Ombudsman within six months of receiving a final written response from us about your complaint. Our Complaints Procedure contains further information about the powers and procedures of the Legal Ombudsman and the categories of client to whom his services are available. If your complaint relates to a bill, you may also be entitled to apply to the court for an assessment of our bill, but if all or part of a bill remains unpaid we may be entitled to charge interest.

As with all organisations, we learn about the quality of our service through constructive feedback from our clients. We hope, therefore, that you will agree to debrief us at the end of a matter, so that we may learn from you if any aspect of our service could be improved. Information relating to our professional indemnity insurance, including the name and address of our insurer, the policy number and the territorial extent of the insurance which we are required to maintain, can be obtained from our complaints handling partner.

#### **17. Money Laundering Regulations**

We are required to comply with anti-money laundering regulations and in particular to verify the identity and permanent address of all new clients. This is to ensure that the policy adopted by the UK Government to prevent the use of laundering systems to disguise the proceeds of crime is achieved.

If you are a new client or an existing client who has not previously supplied information, you are requested to supply both of the following, one item from List A and one item from List B.

##### **LIST A – Proof of Identity**

1. Current Passport
2. Current UK Photocard Driving Licence

##### **LIST B – Address Verification**

1. A bill for the supply of electricity, gas, water or telephone services (less than three months old). Mobile phone bills are not acceptable.
2. Council Tax bill (less than three months old)
3. Credit Card/Bank Statement (less than three month old) showing current address

We will request sight of the original documents, which can be sent to us by recorded delivery or hand delivered to our office. Alternatively, strictly at our discretion, you may send us copies by email and we may carry out an electronic anti-money laundering search.

**18. Proceeds of Crime Act 2002**

This Act created a number of criminal offences. Solicitors commit a criminal offence if they become involved in any arrangement which they know or ought reasonably to suspect facilitates (by whatever means) the acquisition, retention, conversion, use or control of criminal property. Criminal property includes property legitimately obtained but subsequently illegitimately retained, for example, by evasion of tax.

Solicitors are under an obligation (at the risk of imprisonment) to report to the National Crime Agency any suspicion they may have that a client or an associate of a client either has committed or may intend to commit an offence under anti-money laundering regulations or this Act. This obligation overrides solicitor-client privilege.

**19. Terms of Business**

Unless otherwise agreed these terms of business shall apply to any future instructions given by you to this firm.

Although your continuing instructions in this matter will amount to an acceptance of these terms it may not be possible for us to start work on your behalf until one copy of them has been returned to us for us to keep on our file.

To avoid delay, please return one copy of these terms signed and dated as soon as possible.

**PLEASE PRINT, SIGN AND DATE IN THIS BOX**

**I confirm I have understood and I accept these terms of business.**

**Full Name** .....

**Signed** .....

**Dated** .....

**THE SECTION BELOW IS ONLY TO BE SIGNED WHERE THE CLIENT IS A LIMITED COMPANY**

**I confirm I have read the paragraph above marked “Limited Companies” and as a Director/Shareholder interested in the matter I hereby personally guarantee the charges and expenses relating to this instruction.**

**Full Name** .....

**Signed** .....

**Dated** .....