

## **Terms of Business**

### **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 **Client Engagement Letter**. These Terms of Business should be read together with the Client Engagement Letter—together they form the contract between us.
- 1.3 If there is any inconsistency between our Terms of Business and the Client Engagement Letter, the Client Engagement Letter will take priority.
- 1.4 Although your continuing instructions in this matter will amount to your acceptance of these Terms of Business, we ask that you sign, date and return one copy for our file.
- 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 About us**

- 2.1 Weisberg Legal Limited trading as Weisberg Legal is a company incorporated in England and Wales with registered number 12856118. Its registered office is at 4-5 Hayes Place, Bear Flat, Bath BA2 4QW.
- 2.2 We use the term 'partner' to refer to a director of Weisberg Legal Limited. Our current directors are Kieran James Weisberg and Lindsay Ann Wells.
- 2.3 Our postal address is 4-5 Hayes Place, Bath BA2 4QW, fax number is 01225 444330, telephone number is 01225 422466 and email address is [info@weisberglegal.co.uk](mailto:info@weisberglegal.co.uk) for our office on our website at [www.weisberglegal.co.uk](http://www.weisberglegal.co.uk) updates to these may be published on our website.
- 2.4 Weisberg Legal Limited 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. Weisberg Legal, our solicitors, Registered European Lawyers and Registered Foreign lawyers

are governed by Codes of Conduct and other professional rules, which you can access on the SRA's website at [www.sra.org.uk](http://www.sra.org.uk) or by calling 0370 606 2555. Our SRA authorisation number is 808368. All services provided by Weisberg Legal are regulated by the SRA.

- 2.5 We are registered for VAT purposes. Our VAT registration number is 437063850.

- 2.6 Where we say 'we', 'us', 'our' or 'Weisberg Legal' in these Terms of Business, we mean Weisberg Legal Limited.

### **3 About you**

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

### **4 Our responsibilities and your responsibilities**

- 4.1 What you can expect of us:

- 4.1.1 Treat you fairly and with respect;
- 4.1.2 Communicate with you in plain language;
- 4.1.3 Review your matter regularly;
- 4.1.4 Advise you of any changes in the law that affect your matter;
- 4.1.5 Advise you of any reasonably foreseeable circumstances and risks that could affect the outcome of your matter.

- 4.2 What we expect of you:

- 4.2.1 Provide documents when we ask for them and respond promptly when we ask for instructions or information;
- 4.2.2 Notify us if your contact details change;
- 4.2.3 Tell us immediately if your expectations change or if you are not sure you understand what we have discussed;
- 4.2.4 Inform us of any time limits or objectives that might not be obvious to us
- 4.2.5 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
- 4.2.6 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

### **5 Scope of our legal services**

- 5.1 The scope of the services we will provide is set out in the Client Engagement Letter.

5.2 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.

5.3 Unless otherwise agreed in writing, we will advise only on English law.

5.4 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 (such as very limited circumstances for routine stamp duty land tax or inheritance tax). Except as described at section 13 (**Financial services**), we do not provide financial services or financial advice.

5.5 If you ask us to obtain advice from another law firm / barrister / accountant / surveyor / professional, that firm / person / entity will be responsible for the service and advice they provide.

5.6 Unless otherwise agreed in writing, our advice and any documents we prepare:

5.6.1 are for use only in connection with the specific matter on which we are instructed;

5.6.2 can only be relied on by you; and

5.6.3 reflect the law in force at the relevant time.

## 6 Service standards

6.1 We are normally open between 09:00 and 17:30 from Monday to Friday but individual staff members may have different working patterns as we support working parents and flexible working. We may be able to arrange appointments outside of these hours, in cases of emergency. We are closed on all weekends and bank holidays.

6.2 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.

6.3 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.

6.4 We will update you on the cost of your matter at the intervals set out in the Client Engagement Letter. If appropriate, we will continue to review whether there are alternative methods by which your matter can be funded.

6.5 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 or if you have any suggestions.

## 7 Our liability to you

7.1 Your contract is solely with Weisberg Legal Limited, 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, director, officer, employee, agent or consultant of Weisberg Legal Limited, will have any personal legal liability for any loss or claim.

7.2 Unless explicitly agreed otherwise, in writing:

7.2.1 we do not owe, nor do we accept, any duty to any person other than you; and

7.2.2 we do not accept any liability or responsibility for any consequences arising from reliance upon our advice by any person other than you.

7.3 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 Client Engagement Letter.

7.4 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 £3,000,000 including interest and costs unless we expressly state a different figure in the Client Engagement Letter.

7.5 We will not be liable for (whether direct or indirect) losses not caused by any breach of contract or tort on the part of the firm; loss of revenue; loss of profit; loss of or corruption to data; loss of use; loss of production; loss of contract; loss of opportunity; loss of savings, discount or rebate (whether actual or anticipated); and harm to reputation or loss of goodwill.

7.6 We will not be liable for:

7.6.1 losses that were not foreseeable to you and us when this contract was formed;

7.6.2 losses not caused by any breach on the part of the firm; and

7.6.3 business losses, including losses sustained by any individual not acting for purposes of their trade, business, craft or profession.

7.7 Nothing in these Terms of Business shall exclude or restrict our liability in respect of:

7.7.1 death or personal injury caused by our negligence;

7.7.2 fraud or fraudulent misrepresentation;

7.7.3 any losses caused by wilful misconduct or dishonesty;

7.7.4 any other losses which cannot be excluded or limited by applicable law.

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

## **8 Our charges and billing**

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

8.2 We usually deliver our bills to you electronically via email. Please let us know if you have any other particular requirements for the delivery of our bills.

8.3 Our bills become due for payment immediately after you receive them.

8.4 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.

8.5 We may charge interest on overdue bills on a daily basis at 8% per annum.

8.6 We may cease acting for you if an interim bill remains unpaid after 20 working days or if our reasonable request of a payment on account of costs is not met.

8.7 You have the right to challenge or complain about our bill. Please see section 16 (**Complaints**) for details of how to complain about our bill.

8.8 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.

## **9 Confidentiality**

9.1.1 We will keep your information confidential, unless you consent to the disclosure of that information, disclosure of the information is required or permitted by law or regulatory requirements that apply to us, or these Terms of Business state otherwise.

9.2 Examples of organisations we may be required to disclose your information to include the National Crime Agency and domestic and international tax and regulatory authorities.

9.3 Unless you instruct us otherwise, we may contact you or others by email and email will be our default

method of communication. 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.

9.4 Sometimes we ask other companies or people to undertake our identity checks, typing, legal cashing, auditing, scanning and storage or other important administration on our files to help us deliver efficient, cost effective legal services. We ensure all outsourcing providers operate under service agreements that are consistent with our legal and professional obligations, including in relation to confidentiality. For information on outsourcing in relation to your personal data, see our Privacy Policy.

9.5 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.

9.6 Your files may also be reviewed in a due diligence exercise relating to the sale or transfer of all or part of our business, the acquisition of another business by us or the acquisition of new business. If you do not wish your file to be used in this way, please let us know as soon as possible.

## **10 Privacy and data protection**

10.1 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.

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

10.3 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 at [https://weisberglegal.co.uk/wp-content/uploads/2023/04/Privacy-Policy-2023\\_04.pdf](https://weisberglegal.co.uk/wp-content/uploads/2023/04/Privacy-Policy-2023_04.pdf) 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.

10.4 We may record telephone calls and monitor emails for training, regulatory and compliance purposes.

10.5 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.

10.6 We take all reasonable steps to ensure that all digital information and emails are protected including use of anti-malware, anti-virus, mimecast email checking and routine software patches however fraudsters continue to target law firms, sometimes impersonating law firms by using similar email addresses. Please remain vigilant and only open emails which have come from the email address which matches that of your usual contact at Weisberg Legal and immediately contact us should you receive any fraudulent email purporting to be from Weisberg Legal. We are not liable to you for any act or omission on your part in replying to a third party purporting to be Weisberg Legal. All of our email address take the form of NAME@weisberglegal.co.uk and if you receive an email for a different spelling or deviation from this you must immediately delete the email and contact us as this is most probably a fraud.

10.7 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:

10.7.1 contacting us by email on info@weisberglegal.co.uk ;

10.7.2 contacting us by telephone on our usual office number 01225 422466;

10.7.3 contacting us by post at Weisberg Legal, 4-5 Hayes Place, Bear Flat. Bath BA2 4QW

10.7.4 using the 'unsubscribe' link in emails or 'STOP' number in texts; or

10.7.5 updating your marketing preferences on our website or marketing emails.

## **11 Banking and related matters**

### **11.1 Our client account**

Unless agreed otherwise we may hold client money in various accounts with UK banks which are

regulated by the Financial Conduct Authority (FCA). Our usual bank accounts are held with C. Hoare and Co.

### **11.2 Changes to our bank details**

We will never tell you of changes to important business information, such as bank account details, by email. Please 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 and do not reply to the email or act in accordance with the email – ensure you speak with your known contact at Weisberg Legal.

### **11.3 Payment of interest**

11.3.1 We will pay a *fair sum* of interest to clients or third parties on client money we hold on their behalf. At the date of this edition of our terms and conditions (05/04/2023) this is currently 1.1%.

11.3.2 We will not pay interest:

- (a) on money we are instructed to hold outside a client account in a manner that does not attract interest;
- (b) where the amount of interest is less than £100;
- (c) where we agree otherwise, in writing, with the client or third party for whom the money is held.

11.3.3 Please ask us if you would like to see our written payment of interest policy.

### **11.4 Bank failure and the Financial Services Compensation Scheme**

11.4.1 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).

11.4.2 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.

11.4.3 The limit is £85,000 per banking institution. If you hold other personal money in the same banking institution as our client accounts, the limit remains £85,000 in total. Some banking institutions have several brands. The compensation limit is £85,000 per institution, not per brand.

11.4.4 The FSCS also provides up to £1m of short-term protection for certain high balances, eg 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.

11.4.5 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.

11.4.6 More information about the FSCS can be found at <https://www.fscs.org.uk>.

## 11.5 Receiving and paying funds

11.5.1 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 prove the source of the funds and this could also cause delays.

11.5.2 If we receive money in relation to your matter from an unexpected source, there may be a delay in your matter and we may decide to charge you for any additional checks we decide are necessary.

11.5.3 Where we have to pay money to you we prefer to do so by electronic bank transfer but may at your request do so by cheque. It will not be paid in cash or to a third party.

11.5.4 Whilst we can accept cheques we strongly encourage electronic bank transfer, this is because cheques received have to be paid in which involves us posting the cheque with Royal Mail to our bank in London, this results in additional few days before funds can be accessed and another layer of potential third party interference.

11.5.5 We can accept payment of our invoices by card but unfortunately we are unable to accept payments on account or into our client account via card.

## 12 Prevention of money laundering and terrorist financing

12.1 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.

12.2 You agree that we may make checks using online or third party electronic ID verification systems or other databases as we may decide.

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

12.4 We will usually charge you for undertaking identification and verification checks and we reserve the right to also charge on a time basis where the checks are likely to be significantly more time-consuming than we would normally expect.

12.5 We will 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.

12.6 Our usual supplier for electronic ID verification is "Thirdfort" and a standard ID Check is usually £14.95 + VAT per person and a standard Source of Funds Check is usually £9.95 + VAT per transaction, "Thirdfort" is a government grade ID check linked with Open Banking Technology and is fully compliant with HM Land Registry's Digital Identity Standard"

12.7 We may use other electronic ID verification systems from time to time.

12.8 Any personal data we receive from you for the purpose of preventing money laundering or terrorist financing will be used only for that purpose or:

12.8.1 with your consent; or

12.8.2 as permitted by or under another enactment; or

12.8.3 in accordance with the privacy policy for the time being of the third party electronic ID verification system.

12.9 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.

12.10 Subject to section 7 ('*Our liability to you*'), we shall not be liable for any loss arising from or connected with our compliance with any statutory obligation which we may have, or reasonable belief we may have, to report matters to the relevant authorities under the provisions of the money laundering and/or terrorist financing legislation.

## 13 Financial services

13.1 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](https://www.fca.org.uk/firms/financial-services-register).

13.2 We are not authorised by the Financial Conduct Authority (FCA) in relation to consumer credit services. However, because we are regulated by the SRA, we may be able to provide certain limited consumer credit services where these are closely linked to the legal work we are doing for you. This is because we are members of the Law Society of England and Wales, which is a designated professional body for the purposes of the Financial Services and Markets Act 2000.

13.3 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.

13.4 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.

#### **14 HMRC and Stamp Duty Land Tax**

14.1 Transactions may be subject to stamp duty land tax ("SDLT") in England and land transaction tax ("LTT") in Wales and/or need to be notified to HM Revenue and Customs ("HMRC") or the Welsh Revenue Authority ("WRA").

14.2 We will use reasonable efforts to assist you calculate any routine SDLT / LTT payable by you but it is your obligation to make a Land Transaction Return ("LTR") and pay the SDLT. This is on a self-assessment basis and you will be liable for any shortfall from the self-assessed amount although we will advise you as soon as practicable after we are informed of the position. We can only work with the information which you provide us.

14.3 HMRC provide an online calculator here: <https://www.tax.service.gov.uk/calculate-stamp-duty-land-tax/#/intro> and WRA provide an online calculator here: <https://gov.wales/land-transaction-tax-calculator>

14.4 For the purposes of SDLT / LTT the tax agent is the person with whom HMRC / WRA corresponds and by appointing us as your tax agent you consent to HMRC/WRA communicating with us concerning the LTR.

14.5 There are penalties for late filing of the LTR and payment of SDLT / LTT, generally due within 14 days of the date of completion. We must be placed in funds for all payments in time to ensure that you do not face any penalties. Generally speaking, if you are taking a mortgage your lender will require us to be holding full funds for the provision of SDLT / LTT on completion so we generally ask for the funds in advance.

14.6 HMRC / WRA may make an enquiry into the transaction within (usually) 9 months after the filing of the LTR. If you instruct us to deal with such enquiry any costs in that connection will be chargeable on a time basis at £295 + VAT per hour and are in addition to our usual quoted conveyancing fees. Where you prefer to deal with the enquiry personally, we shall provide you with prompt and reasonable access to our records upon written request.

14.7 Any follow-up returns and additional SDLT / LTT payments which may be required by HMRC / WRA after completion of the transaction will remain your responsibility or will be charged by us on a timed basis.

14.8 You should retain any papers prepared in connection with the return for a minimum period of 6 years so that you can deal with any queries raised at a later date by HMRC / WRA.

14.9 Where there is more than one buyer or tenant, the obligation to pay SDLT / LTT will be joint and several, however the funds for the purchase or lease may have been provided.

14.10 It is essential that you notify us at the outset of a residential purchase transaction if you own (whether alone or jointly) an interest in any other residential property anywhere in the world. If you do then you may be liable for SDLT / LTT at the enhanced rate for second and subsequent properties (an additional 3% tax) and it is essential that we have this information so that your SDLT / LTT tax return can be accurately completed and the correct amount of tax paid.



14.11 It is essential that you notify us at the outset of a residential purchase transaction if you are considered a non-UK resident for SDLT / LLT purposes (generally speaking if you are not present in the UK for 183 days or more in the 12 months before the effective date of the transaction). If you are then you may be liable for SDLT / LLT surcharge of 2% additional tax and it is essential that we have this information so that your SDLT / LLT tax return can be accurately completed and the correct amount of tax paid.

14.12 14.13 You must bring it to our attention if you believe that any SDLT / LLT reliefs or unusual circumstances apply as we can only work with the information we are provided. This is because there are

a number of SDLT / LLT exemptions reliefs and additional charges many of which depend on personal circumstances and those of the transaction. We are not tax specialists and the return is a self assessment but we will use reasonable efforts to signpost you to alternative professionals where there may be some benefit to you in doing so.

## 15 Land Registry and the registration of dealings

15.1 If your title and/or any rights which you are acquiring need to be registered at Land Registry we will attend to the registration on your behalf. However the registration will not proceed until HMRC / WRA has issued a Stamp Duty Land Tax Certificate confirming receipt of the LTR (unless the transaction is exempt).

15.2 Information will enter the public domain and lose its confidentiality because the Land Registry keeps an "open" register. If you have concerns about confidentiality, please let us know and we will further advise you.

15.3 Land Registry may want to contact you after completion about matters relating to your title and applications made by you or others. It will be essential to ensure that your address or addresses as stated in your register of title are kept up to date, and this will be your responsibility.

15.4 Unfortunately there remains a rise in property related frauds, these can be minimised if you follow Land Registry's latest guidance. You can set up a "Property Alert" at Land Registry for free which will notify you if someone applies for any changes to the register of title <https://propertyalert.landregistry.gov.uk/> you can also place a restriction on title for free if you are a company or will not be living at the property <https://www.gov.uk/government/publications/restriction-by-owner-not-living-at-property-request->

[registration-rq](#) alternatively you can contact us for further information.

15.5 Land Registry can sometimes take several months to process applications and their timings are beyond our control. However we will update you as soon as they reply to us with updated documentations following the completion of the registration process.

## 16 Professional indemnity insurance

16.1 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.

16.2 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.

16.3 Our professional indemnity insurance provides financial relief for claims of up to £3,000,000 only.

## 17 Complaints

17.1 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.

17.2 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 request our full complaints procedure by making contact with our office. Making a complaint will not affect how we handle your matter.

### 17.3 What to do if we cannot resolve your complaint

17.3.1 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. 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 trust with a net income 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.

(a) 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: (a) within six months of receiving a final response to your complaint; and (b) no more than six years from the date of act/omission; or (c) no more than three years from when you should reasonably have known there was cause for complaint.

- 17.3.2 If you would like more information about the Legal Ombudsman, please contact them via:

Visit: [www.legalombudsman.org.uk](http://www.legalombudsman.org.uk)

Call: 0300 555 0333 between 9.00 to 17.00

Email: [enquiries@legalombudsman.org.uk](mailto:enquiries@legalombudsman.org.uk)

Post: Legal Ombudsman PO Box 6806, Wolverhampton, WV1 9WJ

## 17.4 What to do if you are unhappy with our behaviour

- 17.4.1 The Solicitors Regulation Authority 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.

- 17.4.2 Visit their website to see how you can raise your concerns with the [Solicitors Regulation Authority](https://www.sra.org.uk/).

## 18 Terminating your instructions

- 18.1 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.

- 18.2 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, or if you act in an abusive or offensive manner, or if there is a conflict of interest. We will give you reasonable notice before we stop acting for you.

- 18.3 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 on the basis set out in the Client Engagement Letter.

- 18.4 We are not responsible for reminding you about important dates and/or any deadlines after our appointment has been terminated.

## 19 Storage and retrieval of files

- 19.1 We may create and hold client files in hard copy (paper), electronically or a combination of both.

- 19.2 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 or we consider the matter concluded. Unless you instruct us to the

contrary, we will store your file electronically only and will destroy our paper file. 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 which we have agreed to hold in safe custody but we may, on reasonable notice, send them to you for safekeeping.

- 19.3 Documents deposited with us for safe custody will usually be kept offsite in our secure third party managed storage facility and so they may not be immediately available.

- 19.4 We may charge an annual fee for storing original documents in safe custody, eg wills and title deeds. We will notify you of our storage rates at the appropriate time.

- 19.5 If we retrieve your file from storage (including electronic storage) we may charge you for:

- 19.5.1 time spent retrieving the file and producing it to you, our administrative rates are £150 + VAT per hour;

- 19.5.2 reading, correspondence, or other work necessary to comply with your instructions in relation to the retrieved file; and/or

- 19.5.3 providing additional copies of any documents.

- 19.6 We will provide you with an electronic copy of the file unless it is inappropriate to do so.

- 19.7 Our Privacy Policy contains more information about how long we keep personal data for, see section 10.3.