WOLLENS ("the Firm", "we", "our", "us")
TERMS OF BUSINESS

INTRODUCTION
The Solicitors Regulation Authority authorises us and regulates our services as Solicitors. Our professional rules require us to notify clients of our terms of engagement.

Wollens is a trading style of Wollen Michelmore LLP, a Limited Liability Partnership, registered in England and Wales with registered number OC369936. The Registered Office is At Harbourside, 67 The Terrace, Torquay, TQ1 1DP. The term "partner" is used to refer to a member of Wollen Michelmore LLP or to an employee or consultant with equivalent standing and qualification. A list of Members can be found at www.wollens.co.uk. Wollen Michelmore LLP is authorised and regulated by the Solicitors Regulation Authority – SRA Number 565599

We aim to provide quality legal services to our clients at a fair cost. These Terms of Business, together with our Client Engagement Documentation, set out the basis on which we accept instructions from you and the terms of the contract between us. If there is any conflict between these terms and our Client Engagement Documentation then the Client Engagement Documentation will take precedence; we will not be responsible for work not specified in the Client Engagement Documentation, nor for any matters which are not normally considered part of a solicitor's duty to deal with, so it is important that you read both documents carefully.

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.
- Advise you of the likely degree of financial risk which you will be taking on.
- Inform you if Legal Aid might be available to you.
- Keep you informed of progress or, if there is none, tell you when you are next likely to hear from us.
- Try to avoid using technical legal language.

1. PLACE AND HOURS OF BUSINESS
The Firm has offices at Torquay, Exeter and Barnstaple. We are open on weekdays between 9.00am and 5.15pm. Appointments can be arranged outside those hours if necessary.

2. PEOPLE RESPONSIBLE FOR YOUR MATTER
Details of the people responsible for dealing with your matter are set out in our Client Engagement Documentation. We try hard not to change the people doing your work (other than during periods of temporary absences), but if this is unavoidable, we will tell you who will be doing the work, why the change may be necessary, and whether this will affect the fees we charge.

3. EVIDENCE OF IDENTITY / ANTI-MONEY LAUNDERING REGULATIONS / PROCEEDS OF CRIME ACT

3.1 We are obliged by law to verify the identity and carry out Anti Money Laundering Checks of all clients, whether new or longstanding, and to record the fact that we have done so. Please co-operate with us if we ask you to provide evidence of your identity, address, date of birth or National Insurance number. We must comply with the relevant law, and we reserve the right to refuse to do any more work for you if you fail to provide evidence within 7 days of being asked for it. The checks undertaken leave an electronic footprint but will not affect your credit score or reference.

3.2 To comply with 3.1 above we will carry out online verification at a cost of £10 + vat for each individual, and £7.00 + Vat for a company search. We also require two company director searches charged at £10 + vat per search. These fees are paid by you.

3.3 We have a duty to report to the National Crime Agency (NCA), without reference to our clients, any matter which we suspect may constitute criminal conduct. The Proceeds of Crime Act is intended to cover blatant criminal activity such as drug dealing, money laundering etc, but it also captures other activities such as tax evasion and benefit fraud (innocent or otherwise). It is our duty to report any matter where we have either knowledge or reasonable suspicion of any criminal conduct involved, no matter how trivial. We are precluded by law from informing you of our intention to make any such report and we will not be able to progress your matter for a period of seven working days from the date of the report. Where such a report is made, whether correctly or not, there shall be no liability to this firm and in no circumstances, shall any compensation be due or payable.

3.4 We will not accept cash payments in excess of £1000 on any one matter.

3.5 We reserve the right to make enquiries into the source of all monies paid to us in connection with work we undertake for you.

3.6 We will not be liable for any loss, whether loss of profit or any indirect, special or consequential loss, damage, costs, expenses or other claims which arise out of any action, failure to act, or delay on our part in complying with the Proceeds of Crime Act and its associated Regulations.

4. CHARGES AND EXPENSES

4.1 Basis of our charges: our charges are mainly based on the time we spend on your case. Time spent will include meetings with you and others, time spent travelling, considering, preparing and working on papers, correspondence including e-mails, and making and receiving telephone calls, as well as time spent responding to your telephone calls and letters. We charge different hourly rates for our legal staff. The hourly rates vary according to the seniority and experience of the person dealing with your case and range from £150 to £390.
We charge a notional rate of 6 minutes of your lawyer's time for short letters and telephone calls. Longer letters and telephone calls will be charged according to the time spent. We do not charge a different rate for travelling or waiting time.

4.2 Review of charge rates: we review the hourly rates annually, normally on 1st January, to take account of changes in our overhead costs, and we will notify you in writing if our rates increase. Our hourly charge rates are linked to the rates allowed by our local judiciary which also are usually reviewed annually.

4.3 Additional factors in charging: in addition to the time spent, we may take into account a number of other factors which include

- the complexity of the matter or the difficulty or novelty of the questions raised.
- the skill, labour, special knowledge and responsibility involved.
- the number and importance of the documents prepared or perused, without regard to length, and the place and circumstances of the business transacted.
- the amount or value of any money or property involved
- the importance of the matter to the client

4.4 Your responsibility for costs: the amount of our costs which you will have to pay may be more than the amount you can recover from another party. If for any reason this matter does not proceed to completion, we will charge you for work done and expenses incurred.

4.5 VAT: we will add VAT to our charges at the rate that applies when the work is done. At present, the VAT rate is 20%. Our VAT number is 124 1592 37.

4.6 Expenses: there may be certain other expenses (which we refer to as "disbursements") which you will have to pay, including payments we make on your behalf such as search fees, Land Registry fees, and Stamp Duty Land Tax. VAT is payable on certain expenses. We have no obligation to make such payments unless you have provided us with funds for that purpose.

4.7 Calls to Mobile Phones and/or Abroad: we include the cost of telephone calls in our charge rates. However, if we have to make frequent calls to a mobile phone, or abroad, on your behalf, we reserve the right to make an additional charge.

4.8 Unforeseen additional work: we will inform you if any unforeseen additional work becomes necessary (for example, due to unexpected difficulties or if your requirements or the circumstances significantly change during the course of the matter). We will also inform you in writing as best we can of its estimated cost before any extra charges and expenses are incurred.

4.9 Sums on account: it is normal practice to ask clients to pay sums of money from time to time on account of the charges and disbursements which are expected in the following weeks or months. This helps to avoid delay. When we put these payments towards your bill/s, we will send you a receipted bill, but please note that your total charges and disbursements may be greater than any payments you have made in advance.

4.10 Estimates: in most matters we will not be able to agree a fixed price because we do not know precisely what work is going to be involved. We will always try to give you the best information about the likely cost at the beginning of the matter and at intervals while it proceeds. Any estimate we give will be a probable fee based on our experience of the work involved in a typical transaction or matter of the kind that is envisaged. However, the costs information we give you is likely only to be our best guidance and if the work turns out to be more complicated or takes longer than anticipated, we may need to increase our estimate.

4.11 Abortive or terminated work: if work which we have undertaken for you does not proceed to a conclusion, we will charge only for the work done up to the point when the matter proves abortive and for any disbursements made on your behalf. Where you terminate your instructions to us before a matter is concluded, again we will charge only for work done up to the point of termination. We will release your files and other papers once payment of the account and any other outstanding accounts has been made.

5. BILLING ARRANGEMENTS

In some areas of work we will bill you just before or at the end of the transaction. However, in most matters, we will send you an interim bill for our charges and expenses monthly or such other interval as we agree with you, while the work is in progress; we will then submit a final bill when we have completed the work. If we send you an interim bill this will be the only and final bill for charges and expenses incurred during the period stated in it, unless otherwise stated.

- **Property Transactions**: We will normally send you our invoice following exchange of contracts. Payment is required prior to complete on a purchase, and on completion on a sale. If sufficient funds are available on completion, and we have sent you an invoice, we will deduct our charges and expenses from the funds we hold for you.

- **Administration of Estates**: We will normally submit monthly invoices during the course of the administration of the estate until the administration is completed. The first invoice will be issued once the Grant has been obtained.

- **Other cases or transactions**: It is normal practice to ask clients to pay sums of money from time to time on account of charges and expenses which are expected to be incurred. We will send regular interim bills during the course of the matter. This helps you to budget for costs as well as keeping you informed of the legal expenses which are being incurred. Prompt payment is required, in order to avoid delay in the progress of the matter. If payment is not received, then we reserve the right to cease acting for you.

Payment is due to us forthwith. Interest will be charged on any bills that remain unpaid after 30 days at the rate of 8%. All costs and disbursements incurred by us to recover any unpaid sums will also be due from you. We reserve the right to discharge any outstanding costs and expenses incurred on your behalf from any damages or costs recovered in your name. If you have any query about your bill, you should contact the lawyer dealing with your matter straight away.

6. OTHER PARTIES' CHARGES AND EXPENSES

6.1 In some cases and transactions a client may be entitled to payment of costs by some other person or opponent. It is important that you understand that in such circumstances, the other person or opponent may not be required to pay all the charges and expenses which you incur with us. You will be required to pay our charges and expenses in the first instance, and any amounts which can be recovered will be a contribution towards those payments. If the other party is in receipt of Public Funding no costs are likely to be recovered. You will be responsible for paying our charges and expenses in seeking to recover any costs that the court orders the other party to pay to you.

6.2 A client who is unsuccessful in a court case may be ordered to pay the other party's legal charges and expenses. Those sums are payable in addition to our charges and expenses. Arrangements can be made to take out insurance to cover liability for such legal expenses - please discuss this with us if you are interested in this possibility.

7. INTEREST PAYMENTS

7.1 Subject to 7.2 below, if the Firm holds money on your behalf, we will pay sums in lieu of interest in accordance with the Solicitors Accounts Rules, based on National Westminster Bank Plc's business rate from time to time.

7.2 We will not account to you for interest which does not exceed £20.00 or for interest on sums paid by you on account to cover our costs.

8. STORAGE OF PAPERS AND DOCUMENTS

8.1 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. We will keep our file of papers, except for any of your papers which you ask to be returned to you, for a minimum of six years. Thereafter, and unless you notify us to the contrary in writing, you are deemed to have authorised us to destroy the file six years after the date of the final bill we send you for this matter. We will not destroy documents you ask us to deposit in safe custody.

8.2 If we retrieve papers or documents from storage in relation to former, continuing or new instructions to act in connection with your affairs, we may make a charge for such retrieval. We may also make a charge based on time spent producing stored papers or documents to you or another at your request. We may also charge for reading correspondence or for other work necessary to comply with the instructions given by you or on your behalf.

9. CONFIDENTIALITY + QUALITY OF SERVICE

We will keep confidential all information which we acquire about you and your affairs, and we will not act for other clients without your consent if to do so would conflict with your interests. However, to enable us to maintain the quality of our service to clients, periodic checks are undertaken by outside assessors including Lexcel and The Legal Aid Agency. Your file may therefore be the subject of inspection for this purpose. Your consent for such to take place will be assumed unless you notify us in writing when returning the copy of these terms of business to us that you object. The inspections are conducted in confidence and are intended to audit the quality of the firm's procedures and file management rather than the content of the file.

10. SERVICE LEVEL GUARANTEE

We know that we can provide you with excellent client service. Client service consists of things like our availability, prompt phone and email responses, unequivocal, timely and commercially pragmatic advice, clear explanations, clear written communication and ease of doing business with. In order to give this guarantee real credibility, if you don't consider that you have had great service from us during the course of this engagement, you may unilaterally reduce our fee by up to 15% - no strings attached.

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All we ask is that if you elect to invoke the guarantee that you do so in a principled and fair manner and that you share with us the ways in which we need to improve our service levels.

Note that this is a service guarantee, not a results or outcome guarantee. Please note that you must invoke the Service Level Guarantee within 14 days of the bill being issued.

11. YOUR RESPONSIBILITIES

Your responsibilities include giving us full, honest and proper instructions, co-operating fully with us in the preparation of your matter, not asking us to work in an improper or unreasonable way, and making payments on account and payment of invoices promptly. If you do not fulfil these responsibilities we may stop acting for you. If we decide to stop acting for you, we will tell you the reason and give you notice in writing.

12. TERMINATION

12.1 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. In some circumstances, we may consider we ought to stop acting for you, for example, if you cannot give clear or proper instructions on how we are to proceed, or if it is clear that you have lost confidence in how we are carrying out your work.

12.2 We may decide to stop acting for you only with good reason, for example, if you fail to give us clear or proper instructions, or if you do not pay an interim bill or comply with our request for any payment on account. We must give you reasonable notice that we will stop acting for you. If you or we decide that we will no longer act for you, you will pay our charges on an hourly basis and expenses as set out earlier for work done to the date on which we cease to act.

13. COMPLAINTS

13.1 We are confident we provide a high quality service, but we always want to make improvements where we can. If, however, you have any queries about our work for you, please raise them in the first instance with the lawyer with conduct of your matter. If the problem is not resolved to your satisfaction or you would prefer not to speak to your lawyer, then please contact your lawyer's Supervising Partner, or the firm's Compliance Director, Mrs. Lauren Burgess. Alternatively, please ask for a copy of our Complaints Procedure.

13.2 If you are not satisfied with our handling of your complaint you may be entitled to apply to the Court for an assessment of the bill under Part III of the Solicitors Act 1974. In addition, you may be entitled to ask the Legal Ombudsman of PO Box 6806, Wolverhampton, WV1 9WJ, telephone 0300 555 0333, to consider the complaint. A request to the Legal Ombudsman should normally be made within six months of our final written response to your complaint, or within six years of the act or omission about which you are complaining.

13.3 All Firms of solicitors are obliged to attempt to resolve problems that clients may have with the service provided. It is therefore important that you raise your concerns with us at the earliest opportunity.

14. PROFESSIONAL INDEMNITY

The Firm maintains professional negligence indemnity insurance with Travelers Insurance Company Limited, policy number UC SOL 3985302 through Lockton Companies LLP, The St Botolph Building, 138 Houndsditch, London EC3A 7AG, and the cover extends to all our work in England & Wales.

15. EQUAL OPPORTUNITIES

Our Equal Opportunities policy applies both to our staff and to clients: we do not discriminate on the grounds of race, colour, ethnic or national origins, sex, disability, age, sexual orientation or religion.

16. COMMUNICATIONS BETWEEN YOU AND US

16.1 We aim to communicate with you by such method as you may request. We will communicate with others when appropriate by fax or e-mail. We find that e-mail is one of the best ways of communicating with clients and others, but they may not always reach their destination and may not be secure. There is also always a risk that an e-mail may be infected by a computer virus, although we have taken every possible measure to avoid any such infection. Our main concern of course is to do everything we can to preserve confidentiality about your affairs, but communication by e-mail does involve the risk of confidentiality being breached in some way.

16.2 However, unless otherwise agreed in writing, we will use conventional e-mail to communicate with you and anyone else involved in any matter on which you instruct us. You agree that you have accepted the risks involved.

16.3 Data Protection: We will need to keep information about you for as long as we act for you in any matter and for as long a period as is necessary after the end of that matter. We will process the information and keep it securely in accordance with the principles of the Data Protection Act 2018. It may be necessary for us to pass on information about you to third parties such as, for example, barristers or expert witnesses. In cases where a bill remains unpaid after exhausting all internal credit control procedures, we will share your details with an external debt recovery service.

16.4 In a relevant case, you may authorise us to obtain your medical records or to obtain a medical report about you; if so, you agree to us keeping such records and reports. You also agree that we may copy such records and reports to other parties or professionals where we have to do so in the interests of your case or when required to do so by a court or tribunal.

16.5 From time to time we may want to write to you with news about legal developments which may interest you, or details of other services we can provide. If you do not wish us to write to you for these purposes, please let us know in writing.

17. COPYRIGHT

Copyright in any document we produce is owned by us. You may of course copy any document we produce for you, but you must not re-use or adapt or modify any such document without our written agreement. We reserve our legal right to be identified as the creator and copyright owner of any document we produce. We reserve the right to re-use any documents or any parts of documents that we produce in connection with your matters for other clients or generally in our business; however, we will not disclose any information which is confidential to you.

18. TRANSFER OF MONEY

Where we have to transfer money on your behalf we cannot do so until the money has cleared through the banking system. If the money has not been cleared we will not make the payment for you. We may charge you the CHAPS or other banking charge.

19. PARTNERSHIPS AND COMPANIES

If you instruct us on behalf of a partnership, limited company, society, unincorporated association or trust, you hereby personally warrant and confirm that you have due power, authority and permission to instruct the Firm on behalf of such body. If you continue to instruct us as a director or other officer of a limited company, or as a partner or trustee, you agree that you will be personally liable to the firm for all our fees and costs payable by the company, partnership, association or trust in the event of any default by such body.

20. CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

For the purposes of S.1 (2) of the Contracts (Rights of Third Parties) Act 1999, it is agreed that none of the above Terms of Business shall be enforceable by a third party.

21. LAW

These Terms of Business are governed by English law and shall be subject to the non-exclusive jurisdiction of the English Courts.

22. LIMITATION OF LIABILITY

22.1 Unless otherwise agreed in writing by a partner of the Firm, the Firm's liability and that of its employees and agents, howsoever arising, whether in contract, negligence, or otherwise, will be limited to £3m for any claim or claims arising from the same contract.

22.2 The Firm will not be liable to you for any indirect or inconsequential loss, damage, costs, or expenses of any nature incurred or suffered by you including, without limitation, any economic loss or other loss of turnover, profits, business or goodwill.
22.3 The above limitation and exclusion of liability shall not apply to any liability for death or personal injury caused by the Firm's or any employees' negligence or for any other liability which cannot lawfully be limited or excluded.

22. INVESTMENT ADVICE

Sometimes conveyancing, family, probate, or company work involves investments. We are not authorised by the Financial Conduct Authority and so may refer you to someone who is authorised to provide any necessary advice. However, we can refer you to someone who is authorised by the Financial Conduct Authority, or we can provide certain limited services in relation to investments, provided they are closely linked with the legal services we are providing to you, as we are regulated by The Solicitors Regulation Authority.

24. AGREEMENT

24.1 Unless otherwise agreed, and subject to the application of our hourly rates from time to time, these terms of business apply to any future instructions you give us.

24.2 Your continuing instructions in this matter will amount to your acceptance of these terms and conditions of business.

25. RIGHT TO CANCEL (This section does not apply to Business clients)

If you have instructed us at a distance (e.g. away from our premises by phone, post or via the internet), the Consumer Contract Regulations 2013 will apply to your contract with us. You will have 14 days from entering into the contract in which to cancel it. You do not need to provide us with a reason, but you should let us know in writing that you wish to cancel. Please be aware that, if you have instructed us to commence with our service immediately, you must pay for the value of the service that is provided up to the point you cancel. If we hold money on account of profit costs and/or disbursements for you, we will deduct the value of our service from these monies and return to you the balance of funds, less any transaction fees, without undue delay.

26. WORLDPAY PAYMENT TERMS AND CONDITIONS

All payments are to be made with Sterling (GBP).
On occasion we accept Future Pay payments which are recurring transactions. The frequency of these payments is agreed by the firm and the client but will not exceed a 3 month term. To cancel a future pay transaction, please contact Wollens credit control.