Terms & Conditions of Business

CW
SOLICITORS

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What are these terms?

These terms are our Agreement with you and outline matters you need to be aware of in relation to that agreement. It covers our responsibilities and your responsibilities. These terms should be read alongside the client care documentation forwarded to you at the beginning of your matter outlining the issues specifically relevant to your matter with us.

When do these conditions apply?

These terms will apply to all instructions for any new or separate matter(s) received from you in the future, subject to any variation agreed between us or to them being superseded by a fresh set of terms. Unless you withdraw your instructions in writing immediately on receipt of these terms, you will be deemed to have accepted them as applying to your current instructions and any which may arise on this or any separate matter or matters in the future. Upon providing one month's written notice to you, we may modify these terms from time to time to reflect our current practice and/or changes to professional and other regulatory requirements which we are obliged to meet. Any delay by either of us in enforcing any right contained in these terms will not affect or restrict either party's rights in relation to the same.

Regulation

This firm is authorised and regulated by the Solicitors Regulation Authority (SRA) under number 837902. The address of the SRA is The Cube, 199 Wharfside Street, Birmingham, B1 1RN

VAT our VAT registration number is 259342640

Agreement

Date: means the date you sign our Client Declaration

Cancellation Period Ends: 14 days from the Agreement Date

By entering into this Agreement, you are entering into a contract with Clark Willis Solicitors Ltd, and not with any Director or Employee personally. We are bound by various professional rules of conduct (contained within the SRA Handbook) which can be viewed at www.sra.org.uk/handbook or by writing to 'Solicitors Regulation Authority, The Cube, 199 Wharfside Street, Birmingham, B1 1RN' or calling the Solicitors Regulation Authority's contact centre on 0870 606 2555 (inside the UK), 0800 to 1800, Monday, Wednesday, Thursday and Friday or 0930 to 1800 on Tuesday.

The SRA Indemnity Insurance Rules require us to take out and maintain professional indemnity insurance with appropriate insurers. Information about the compulsory layer of professional indemnity insurance we carry, including the contact details of our insurers and the territorial coverage of our insurance, are available in hard copy at our Registered Office.

These Terms of Business may not be varied unless agreed in writing and signed by a Director. They should be read in conjunction with our client engagement letter which sets out the basis on which we act for you and any documents referred to in that letter. Together these form the 'Agreement' between us relating to each matter on which we advise you. These terms, including the limits on our liability, shall apply to all work done by us for you (and any work to be done in the future) unless we otherwise notify you in writing.

Client Engagement Letter

At the outset of your matter, we will issue you with a Client Engagement letter with details about who will be dealing with your matter, the scope of your instructions to us, an estimate of costs and other specific matters relating to your instructions and our service. These Terms and Conditions form part of that agreement and should be read in conjunction with that letter to form the basis of our service to you.

Hours of Business

Our business hours for our Darlington and Northallerton offices at 105 Bondgate, Darlington, DL3 7LB are between 9.00 am - 5:00pm on weekdays.

Supply of Goods and Services Act 1982

We are under a legal duty to supply goods and/or services to you which conform with the agreement we have entered into with you for the supply of those goods and/or services as set out in the Supply of Goods and Services Act 1982.

Contracts (Rights of Third Parties) Act 1999

It is not intended by you or others that any other person should be entitled to enforce any term of the contract between us as reflected in the Terms or client care letter, whether by virtue of the Contracts (Rights of Third Parties) Act 1999 or otherwise, and any such right to do so is hereby excluded.

General Terms

Confidentiality and our Legal Duties

By accepting these Terms, you consent to us complying with a number of legal duties and obligations set down in law without obliging us to notify you of such compliance. Please note that whilst we operate a policy of confidentiality, there are certain exceptions to these rules, namely where you or any other person (most particularly a child) is at risk of serious harm and where we are required to make disclosure to the appropriate government authorities as required by statute or regulation. We may have no choice but to disclose this information and we may be precluded from telling you that we have done so. Should we be required to do so we will not be liable to you in contract, negligence or otherwise for any loss or damage howsoever caused arising out of our compliance with any statutory or regulatory requirement in this regard.

Under anti-money laundering laws and the rules governing our client account, our holding bank may occasionally ask us to confirm the identity of clients on whose behalf we hold funds. By instructing us, you agree that we can share your basic identity details (such as your name) with our bank if they request it to meet their own regulatory duties. We will not share your wider confidential documents or personal files unless a formal legal obligation requires us to do so.

Limitation on Liability

We carry professional indemnity insurance giving cover of three million pounds for any one claim to provide security to our clients against professional negligence. We do not accept liability for any loss or damage in excess of the level of our insurance cover unless we have agreed a special arrangement with you at the outset of your matter. If you believe that an error or negligence on our part will cause you to experience losses in excess of three million pounds you are asked to draw this to our attention.

Excluded Advice

We do not advise on the laws and regulations of jurisdictions other than England & Wales (which for these purposes includes the law of the European Union as applied in England & Wales).

Whilst we have a degree of understanding of taxation relevant to an individual or corporate entity or value added tax or other taxation, we are not qualified to give any taxation advice in any form, and you should take the professional advice of a taxation accountant or your own accountant. This includes Stamp Duty Land Tax If you wish us to help you appoint an appropriate accountant please ask. Unless specifically agreed with us in writing we cannot and will not accept responsibility for the tax implications and consequences of your instructions.

We do not provide financial advice generally, or comment upon the commercial viability of any transactions upon which we advise. 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 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 (SRA). The register can be accessed via the Financial Conduct Authority website at https://www.fca.org.uk/register.

General Terms

Joint Instructions

Unless we are specifically informed to the contrary, by accepting these Terms you agree that should our services be provided to more than one person, we shall accept instructions from any one person, and we will not be responsible to any other person for any losses that may be suffered as a result. In other words, if that is not acceptable and you intend for us to only act upon joint instructions then you must inform us accordingly.

Joint Liability

By accepting these Terms, you agree that should our services be provided to more than one person or company, you will be jointly and severally liable for the payment of our fees with those other persons or companies. If we, and or any other party cause you to suffer loss whether jointly or severally, the loss that you shall be entitled to recover from us shall be limited to the proportion of our contribution to the fault causing your loss. If you agree to exclude or limit the liability of any other party that may have contributed to a loss to you and which has been partly caused by others and as a result of which that limitation reduces the amount that we are able to claim as a contribution from that other party, then our liability to you in respect of the claim will be reduced to reflect the reduction in contribution available to us from the other party.

Communication With All Clients

We will contact you by letter or email & telephone call. We try to return telephone calls within 72 hours.

The e-mail address is for you to communicate with will be set out at the foot of each letter we write to you. **If you would prefer not to communicate by email you must tell us**. You agree to notify us as soon as possible if you change your address, email address or telephone number so that we can keep our records up to date.

Unless you withdraw your consent, we will communicate with you and others when appropriate by e-mail or fax in accordance with the details provided to us by you or by such other party, but we cannot be responsible for the security of correspondence and documents sent by e-mail or fax. If you do not wish us to communicate with you or any other person this way you must tell us and if you do not, we shall not be responsible for the disclosure of any information.

General Terms

Storage of papers, deeds and other documents

At the conclusion of your matter, we may be left with a considerable number of documents which you agree we may scan and store electronically for a minimum period of 6 years. It is your responsibility to obtain from us any original documentation you require at the conclusion of the matter. Our default position is that all documentation you leave with us will be scanned. You agree that if you do not make a written request for any such documentation at the conclusion of the matter then we may confidentially destroy it during our scanning process. We do however reserve the right to require you to take personal custody of any papers in any event.

If you require us to retrieve any documents from storage, we will charge a document retrieval fee of £25.00 which shall include the provision of up to 20 A4 pages of copy documents. Thereafter we will charge you £0.30 per A4 page printed. We do however reserve the right to provide you with a copy of your file of papers in electronic format free of charge or a paper copy at our discretion.

General Terms - Data Protection & GDPR

How we use your data

Clark Willis Solicitors Ltd is registered as a Data Controller with the Information Commissioners Office. We will use the information that you give us to provide you with legal services, as per your instructions. We will keep your information confidential and will only use it for the purpose(s) for which it was provided or as is permitted in law (i.e. for dealing with complaints or regulatory investigations). By agreeing to these terms, you are giving your explicit consent to us to process such information for the purposes of your case.

Sharing information

We may need to share some or all of your information with quality assurance auditors for the purposes of their assessment of whether we are adhering to quality standards. Any examination will be strictly controlled and will be shared for the sole purpose of ensuring that our handling of your matter meets the requirements of the quality standard. If you are a client under the legal aid scheme, then we may be required to share some or all of that information with the Legal Aid Agency. We may have to share some or all of your information with other third parties. This may include barristers; experts; and others who we need to instruct to assist us with your matter, the Legal Ombudsman (if you complain about our services) and the Solicitors Regulation Authority (the statutory body that regulates solicitors). In doing so we will always take care to ensure that your information remains confidential and safe. We will liaise with you during your case about which experts, barristers and other third parties we instruct on your behalf.

Your Rights

You have rights under the General Data Protection Regulations, and these include the right to be informed what information we hold about you (though obviously it is likely that you will have been provided with such information as we hold). If you believe that the information, we hold is wrong or out of date, please let us know and we will update it.

For more information about our Data Protection Policy, we refer you to our Privacy Policy.

Recording of telephone conversations - We do not generally record telephone conversations. However, for reasons of training, security or evidence, we may do. Your acceptance of these Terms will be taken as your consent to this.

Confidentiality:

We have always sought to keep our clients' affairs confidential, but this duty has now been overridden in certain circumstances. The Proceeds of Crime Act 2002 can oblige us to report information about financial offences to the National Crime Agency. In particular, if it seems that any assets involved in your matter were derived from a crime, we may have to report it. This can include any income, capital or property of whatever nature which you and or your husband/wife/partner receive or retain as part of a settlement. This can include even small amounts of money, and covers all offences, including for example tax evasion and benefit fraud. If we have to make a report, we may not be able to tell you that we have done so. A report may result in an investigation by the Police, HM Customs and Revenue or other authorities. The law contains exceptions.

General Terms - Equality & Diversity

Equality and Diversity

The Equality Act 2010 provides a legislative framework to protect the rights of individuals and advance equality of opportunity for all. Chapter 2 of the SRA Code on equality and diversity is about encouraging equality of opportunity and respect for diversity, and preventing unlawful discrimination, in our relationship with clients and others. We are committed to ensuring our business runs in a way which encourages equality, diversity and respect for diversity.

Although we comply with the SRA firm diversity data collection exercise, we are unable to publish the data as it may identify individuals and will therefore breach data protection legislation.

General Terms - Financial Matters

Money Laundering Precautions

We are bound by law to apply procedures to guard against the risk of money laundering. Government regulations mean that you may be asked to prove who you are if you are a new client, or we have not acted for you in some time. We are obliged to carry out identification checks on you which means we may ask for a copy of your passport/driving licence/benefit book/recent utility statements. Alternatively, we may carry out electronic checks. We charge £17.50 plus VAT per person as an onboarding fee.

Cash: We normally only accept £1,000 cash but we reserve the right to refuse cash payments in any amount. Please do not attend the office with cash payment unless you have pre agreed this with the file handler in advance as you may be turned away.

Source of funds: You agree to tell us of the source of any funds you will be using.

Destination of funds: You agree we may pay any money due to you by cheque in your favour, or into an account in your name. You agree that if monies we are to pay out belong equally to you and another, we will either pay those monies into your joint account or issue separate cheques to you both for an equal amount. If you want us to pay money to someone other than yourself, you agree to tell us the reason.

Fraud is on the increase- please note the following: -We will never change our bank details during your matter and will not forward bank details by email. If you receive an email with new/changed bank details, please contact us immediately and do not make any payment. -Check emails you receive carefully - Check with us before making any payment

Interest on money we hold for you

Any money received on your behalf will be held in our client account. Where we consider it fair and reasonable to do so, we will pay you a sum in lieu of interest on money held in our client account for sums over £5,000 held by us for over 28 days. The rate of interest may change from time to time but is unlikely to be as high as interest obtainable had you held and invested the money yourself. To cover our administration costs no payment in lieu of interest will be made to you if the amount of interest received by us is £30 or less.

Interest will be based on the rate of interest payable by our bank on the relevant amount, if it were to be held separately in an instant access general client account at the rate set out from time to time in our Interest Policy.

Should you specifically request us to do so, where we are holding significant funds for a long period of time, you can request us to place such funds on a designated deposit account and all interest attributable to those funds will be credited to you. For a copy of our full Interest Policy please contact our team.

General Terms - Financial Matters

Deposit Protection for client accounts

Any monies held on your behalf are held in our client account with the firm's bank, namely Natwest. In the event that Natwest were to fail then it is unlikely that we would be held liable for any losses sustained by you, subject to our having deposited the money in accordance with the Solicitors Accounts Rules (SARs). It would however be for the courts to decide whether or not we were at fault and it is important that these points are brought to your attention. There is however a Financial Service Compensation Scheme (FSCS) that may apply in such a situation. This scheme only applies to individuals and small companies, the definition of which changes from time to time. If you require any further definition as to a small company, or indeed any other aspect of this scheme, then please contact us accordingly.

In the event that you do hold your own money in Natwest or indeed you believe that your own money is held by say a subsidiary of Natwest but under a different trading name then you should check either with the organisation holding your funds, the FSA or a financial advisor as to whether or not such monies will be treated as a separate entity for example for the payment of the FSCS monies. In the event of us making any claim on your behalf under the FSCS, whether it be in respect of client money or indeed on your behalf, we would be obliged, subject to your consent, to give certain client information to the FSCS to enable that scheme to process any claim.

Financial Services and Insurance Mediation Services

If during this transaction you need advice on investments, we may have to refer you to someone who is authorised by the Financial Conduct Authority, as we are not. However, as we are regulated by the Solicitors Regulation Authority, we may be able to provide certain limited investment services where these are closely linked to the legal work we are doing for you. 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://www.fca.org.uk/register.

General Terms - Charges & Expenses

Charges and Expenses

Solicitors have to pay out various expenses on behalf of clients, ranging from Land Registry or Probate Registry fees, court fees, experts' fees, and so on. We have no obligation to make such payments unless you have provided us with the funds for that purpose. VAT is payable on certain expenses. We refer to such payments generally as 'disbursements'.

Our fees and charges for legal work differ depending on the nature of the area of work into which the matter falls. Details of the costs relating to your matter are contained in our client care letter and may be updated as your matter progresses.

Where we charge at an hourly rate for the work done on your behalf our charges will be based on the time spent by our staff in respect of the work that they do, which includes telephone calls, meetings, letters and emails, drafting and reading papers etc. and may include time spent when travelling. Routine letters, emails and telephone calls made are charged as 1 unit of time (1/10th of an hour or 6 minutes) and items received are charged as half a unit (3 minutes). Where the time spent on the work or the communication (made or received) exceeds the routine amounts then the actual time will be charged in units of 6 minutes duration.

If your instructions mean that we have to work outside normal office hours or carry out work of exceptional urgency, we reserve the right to increase the level of the hourly rates. You will be notified of any increased rate.

VAT will be charged in addition to our fees at the rate prevailing at the time of the delivery of our bill.

We reserve the right to undertake credit reference checks on you when we consider it necessary and may require you to produce trade or business references. If we are required to carry out any searches or incur any fees in order to comply with the Proceeds of Crime Act 2002 or relevant Money Laundering Regulations, we reserve the right to charge you for any costs associated with the same.

Return of Funds to You

In light of recent cyber fraud and the risk posed by electronic payments we have increased our security checks when we send money to clients by electronic transfer to ensure that your money will reach your account. Our requirements to ensure that this process is done safely. If the security checks fail, then we will revert to sending any money due to you by a personally addressed cheque.

General Terms - Charges & Expenses

Paying our bills and making payments on account

We may require you to make an initial payment on account and make thereafter regular monthly standing order payments, unless we agree otherwise in writing. We cannot commence work on your behalf until the initial payment is received. You can make a payment by debit/credit card in person at our reception, or by ringing our fees department. We will send out interim bills and if they are intended to be interim statute bills pursuant to the Solicitors Act 1974 they will say so on the face of the bill. We will also send out to you regular interim bills on account of costs which shall be marked as such. Our fees are not incurred or charged on a contingent basis unless such an arrangement has been agreed by us in writing in your client care letter. You will be liable to pay our fees irrespective of the outcome of any transaction or work undertaken on your behalf.

You agree and irrevocably authorise us to deduct any fees due to us from any sums held on your behalf on this matter or any other, whether those sums have been received by us as payment for costs or damages or for any other reason.

In the event of a request for a payment on account not being met or an interim account not being paid, we reserve the right to take no further action or carry out any further work in relation to the Services provided to you. If we are conducting contentious matters for you and have notified the court that we act for you in relation to any litigation then we reserve the right to apply to be removed from the court's record as acting for you if you do not pay any bill on time or pay money on account if requested. You agree that the cost of such an application shall be borne by you.

We have no obligation to make payments for disbursements unless you have provided us with funds for that purpose or we have agreed to pay them on your behalf.

For the above purposes, we consider contentious matters to be all work carried out in contemplation of or in the conduct of court proceedings, tribunal proceedings, arbitration proceedings and any other work which is by its nature contentious.

Where a bill of costs is delivered to you on a final or interim basis, we will deduct from the bill the value of payments received from you in the meantime. Payments of bills must be made within 14 days of delivery of the bill. If any payment due or required is not made, a final account will be sent for payment in accordance with our Terms. If we are holding any money or property on your behalf, we shall be entitled to deduct what is due to us from that matter or to retain that property until payment is made, and for the avoidance of doubt you authorise us to make any necessary transfers from any client or deposit account we hold on your behalf to our office account. Interest will be charged at 8% per annum after 14 days. Our fees and disbursements will be payable whether or not the matter is successfully concluded. We also reserve the right to charge interest under the Late Payment of Commercial Debts (Interest) Act 1998 where and when appropriate.

Incomplete work

If for any reason we do not conclude your work, you agree we may make a charge for the amount of the work actually undertaken on the basis of the time spent by us unless otherwise agreed in writing. You agree to pay any disbursements incurred.

General Terms - Charges & Expenses

Payment terms

In all matters, we will expect to receive a payment on account at the commencement of work. We will detail the amount required in our Client Engagement letter sent to you at the outset.

It is normal practice to ask clients to pay interim bills and sums of money from time to time on account of the charges and expenses which are expected in the following weeks or months. This helps you in budgeting for costs as well as keeping you 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. In the unlikely event of any bill or request for payment not being met, this firm reserves the right to cease carrying on any further work for you.

Payment is due to us within 14 days of our sending you a bill. Interest will be charged on a daily basis at 4% over Lloyds Bank's base rate from time to time from the date of the bill in cases where payment is not made within 28 days of delivery of the bill to you. We will retain any money, papers or other property belonging to you which come into our possession pending payment of our costs. This includes retaining your file pending payment where you have decided to disinstruct us and wish us to transfer your file to another firm. Payment may be made by cheque payable to Clark Willis Solicitors Ltd. Please allow TEN working days for us to be in receipt of cleared funds. Where we are instructed to transmit to another party funds that have arrived with us by cheque we must allow a full period of 10 working days before we can transmit the funds elsewhere. Please note that if you provide us with payment by cheque which is not honoured we will levy a charge of £25 plus VAT for our administration charges over and above any third party charges we incur.

General Terms - Charges & Expenses

Disputes over Invoices

You have the right to challenge certain aspects of our charges. You are entitled to request that we present you with an itemised breakdown of the time spent and we will be happy to do this upon request. However, please note that if, as a result of this itemised breakdown, it is seen that the work undertaken justifies a higher charge than that figure contained in the bill already delivered to you, we are at liberty to substitute that higher charge for the services we have provided. We reserve the right to exercise a lien over any or all of your file of papers until such time as all outstanding accounts, fee notes, requests for monies on account of costs and/or disbursements are settled in full or to the satisfaction of our managing partner.

Fixed Fee Matters

Where we have agreed to act on your behalf for a fixed fee. The amount of the fee and the scope of the work we have agreed to do for that fixed fee are set out in the initial client care letter which was sent to you. Once we have started the work, we shall be entitled to the entirety of the fixed fee irrespective of whether you terminate your instructions prior to the conclusion of the work. Our fixed fee does not include the payment of any disbursements which are set out below. VAT will be charged in addition to our fee at the rate prevailing at the time of the delivery of our bill.

Travel & Additional Expenses

Our fee estimates or fixed fee does not include payments to third parties (disbursements see below). It does not include expenses incurred in providing the Services such as cost of travel (should that be necessary), and whilst we will not charge for routine postal, fax, telephone and photocopying costs incurred on your behalf, we will charge for non-routine items such as special deliveries or a substantial number of photocopies. We charge 27p per A4 sheet for substantial photocopying in excess of 30 A4 pages. A mileage charge of 45p per mile is made to cover fuel, wear and tear and depreciation to vehicles. If we are required by you, or if the circumstances require us to carry out a significant amount of work outside our normal office hours, or to carry out work that is exceptionally complex, or needs to be carried out in a very short space of time, we reserve the right to increase our fee.

General Terms - Charges & Expenses

Litigation Matters

liability to pay other fees and expenses

The Court has power to order parties to litigation matters, including you, to pay fees and expenses of their opponent as the matter progresses. Failure to comply with such an Order may result in you not being able to participate further in the matter or financial penalties being imposed or steps being taken by your opponent to enforce the order for payment by seeking the seizure and sale of your assets, an attachment of part of your earnings or taking steps to make you bankrupt or put you into liquidation. In that event, we reserve the right to withdraw from acting further for you and not to implement your instructions concerning the matter. Notice of this will be given to you in writing and you will be liable to pay our charges and expenses as set out herein.

Recovering costs, fees & disbursements

All Court proceedings involve a significant financial risk on your part, as opposed to negotiating prior to Court proceedings , as you will be at risk of having to pay your opponent's legal fees and disbursements. The general rule in any litigation which is allocated to the fast track, intermediate track or multi track is that the loser pays the winner's costs and disbursements, but this is modified from time to time depending upon the case and the circumstances. In the First Tier Tribunal and in family matters the court/FTT will often make an order that each party will bear its own costs, and a Judge has a wide discretion and may order your opponent to pay either all or part of your own legal fees and disbursements. If you do become entitled to any reimbursement by your opponent or other party, the amount of that reimbursement will either be agreed by negotiation with your opponent and you, or if agreement cannot be reached, assessed by the Court. You agree and instruct us to carry out such work and that we shall be entitled to retain your file of papers for the purpose of doing so. It is rare this amount will reimburse you in full, and if it does not then you will be liable to pay the balance. If your opponent receives a public funding certificate (legal aid) it is more than likely the court will not make a costs order in your favour, meaning you will be liable for your own costs and disbursements in full. The Court assessment process will require us to do work towards recovering monies on your behalf and unless otherwise agreed with you in writing this will be charged on a time spent basis.

You agree that any sums we recover from your opponent whether they be for damages or costs, may be used to reduce any sum due to us, but if a balance remains owing to us you will be responsible for paying it.

You agree you will be responsible for paying our charges and expenses of seeking to recover any costs the court orders your opponent to pay you, unless you have the benefit of legal aid.

Section 74 Solicitors Act 1974 agreement

By accepting these terms and conditions you agree that you are liable to pay, and we are entitled to charge, an amount of costs greater than that which you will recover or could have recovered from the other party to the proceedings and our terms and conditions expressly permits payment of such sum. This part of the agreement is made under section 74(3) of the Solicitors Act 1974 and Civil Procedure Rules 46.9(2) and (3). In so far as any costs or disbursements are of an unusual nature or amount these costs might not be recovered from the other party.

General Terms - Litigated Matters Other

Litigated matters

The Family Procedure Rules 2010 (FPR) or Civil Procedure Rules (CPR) apply to your matter and you agree to comply with them and agree that we must do so on your behalf. Failure to comply with the rules shall mean you will be deemed not to be co-operating with us and thus entitling us to terminate this agreement should we choose.

Statement of truth

The FPR/CPR require some documents prepared before or during Court proceedings to be verified by a statement of belief on the part of the signatory of the document that it is believed that the facts set out are true. Lack of truth may subject the signatory to proceedings for contempt of Court which may result in a fine or prison sentence. Where we sign such statements on your behalf, we will be certifying only that you believe the facts stated to be true and under no circumstances will we be certifying them as true within our own knowledge. If you are a limited company, your instructions will act as your authority to any person giving us those instructions on your behalf to make statements of truth on your behalf.

Documents

The FPR/CPR requires you to search for, locate and disclose originals or copies of documents relating to the matter. It is a condition of us acting in your matter that you will let us have all the documents relating to your matter as we may from time to time require you to produce. In the event that you fail to comply with any such requirement, we may decline to act for you further in that matter and other matters and you will be liable to pay our charges and expenses as set out herein.

Hearings, meetings & complying with Court Orders

From time to time, you may be required to attend hearings or meetings arranged in connection with your matter or to take certain steps or produce written or other materials relating to the matter. Failure to comply may result in your matter being stopped or a financial penalty being imposed upon you. If after giving you written notice, that failure persists, we reserve the right to withdraw from the case and from acting for you further in implementing your instructions. If as a result of that we deem it necessary to make an application to come off the court record you will be liable to pay our charges and expenses incurred in doing so.

Settlements before or during proceedings

Before allowing you to claim or defend or to continue to claim or defend proceedings, the Court may require you to show the steps you have taken to settle the dispute with your opponent. This could include attending mediation, ADR (alternative dispute resolution), or an informal round table negotiation. Failure on your part to attempt a reasonable settlement of the dispute may result in financial penalties being imposed on you by the Court. Whilst we will from time to time, and as appropriate, raise with you the possibility of such settlement, the primary responsibility for protecting yourself against such financial penalties is yours and not ours.

General Terms - Cancellation

Termination of this Agreement and our respective responsibilities

Our responsibilities

We must always act in your best interests, subject to our duty to the court; explain to you the risks and benefits of taking legal action; give you our best advice; give you the best information possible about the likely costs of your matter.

Your responsibilities

You must give us instructions that allow us to do our work properly; not ask us to work in an improper or unreasonable way; not deliberately mislead us; co-operate with us; go to any medical or expert examination, ADR, Mediation, Court hearing, or settlement meeting; pay us such reasonable amounts on account of fees and disbursements as we may reasonably require as the case progresses.

Termination of this agreement by you

You may terminate this agreement by giving your instructions to us in writing at any time but we will be entitled to keep all of your papers and documents whilst money remains owing to us for our charges, disbursements and expenses. Termination of this agreement by you where we are acting for you on a time spent basis will entitle us to charge you for all work carried out up to the date of termination and any additional work necessary in transferring or releasing your papers to any new advisors. Termination of this agreement by you where we are acting for you on a fixed fee basis will entitle us to charge the entire agreed fixed fee. This agreement automatically ends if you die. If at any stage you do not wish us to continue doing work and/or incurring charges and expenses on your behalf, you must tell us clearly and in writing.

Termination of this agreement by us

We can end this agreement if you do not keep to your responsibilities as set out in the paragraph entitled "Your responsibilities" above. We can end this agreement if we believe you are unlikely to win any claim or successfully defend any claim being brought against you. We can end this agreement if any Legal Expenses Insurer withdraws legal expenses insurance cover be it either After the Event or Before the Event cover. We may (without prejudice to any other rights) by not less than seven days written notice cease to act for you if you fail to pay any amount due to us on the due date and, if appropriate, we will thereafter take steps to come off the court record. If we are required to make an application to come off the court record, you agree that we shall be entitled to charge you on a time spent basis for the work that is necessary.

General Terms - Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013

The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 apply in respect of any instructions that you provide to the firm to act on your behalf. That means that if any contract of the firm to supply legal services to you off premises or by distance, i.e. by the telephone, then you will have 14 calendar days to cancel any contract without incurring any costs. These regulations do not apply however to what is probably the more usual scenario whereby you provide instructions to the firm in person at one of our offices. In those circumstances the contract will commence immediately and there will be no right for you to cancel or if you do so you will be liable for any costs incurred. By way of further example, the regulations would apply if for any reason a member of the firm visits you in your home to take instructions, or as mentioned above you contact us by telephone or even the internet. These are only examples and you are advised to check the regulations which will be made available to you upon request.

Where the right to cancel within 14 calendar days arises, you have the right to cancel this contract within that time period without giving any reason. The cancellation period will expire after 14 days from the day of the conclusion of the contract. In order to exercise the right to cancel you must inform Clark Willis Solicitors Limited of 105 Bondgate, Darlington, Co Durham, DL3 7LB, telephone number 01325 28 11 11, fax number 01325 28 98 00 and email address of enquiries@clarkwillis.co.uk of your decision to cancel this contract by a clear statement (e.g a letter sent by post, fax or email). You may also use the below model cancellation template, but it is not obligatory. You may also cancel by telephone, i.e not in writing. To meet the cancellation deadline it is sufficient for you to send your communication concerning your exercise of your right to cancel before the cancellation period has expired.

The effects of cancellation are that we will reimburse to you all payments received from you. We will make the reimbursement without undue delay and not later than 14 days after the date on which we were informed about your decision to cancel the contract. We will make the reimbursement using the same means of payment as you used in your initial transaction unless you have expressly agreed otherwise; in any event you will not incur any fees as a result of a reimbursement. If you requested to begin the performance of services during the cancellation period, you shall pay us an amount which is in proportion to what would have been performed until you have communicated to us your cancellation from this contract, in comparison with the full coverage of the contract.

Furthermore upon receiving your instructions, whether or not the above regulations apply we will endeavour to give you as accurate an assessment as possible for the provision of those services, bearing in mind however that sometimes it is difficult if not impossible for us to conclude your matter within the time period originally specified for reasons that may well be beyond our control. You will agree that the time limit for the provisions of services will not necessarily be restricted to within 30 days of you first instructing the firm.

General Terms - Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013

Model Agreement

TO: Clark Willis Solicitors Limited of 105 Bondgate, Darlington, DL3 7LB

Fax: 01325 289800

Email: enquiries@clarkwillis.co.uk

I/We hereby give notice that I/we cancel my/our contract of the supply of the following services .....ordered on ...../received on .....

Name of Consumer:

Address of Consumer:

Signature of Consumer (if this form is notified on paper):

Date:

General Terms - Complaints Policy

We are authorised and regulated by the Solicitors Regulation Authority (SRA). We are committed to high quality legal advice and client care and aim to offer all our clients an efficient and effective service. However, if our clients would like to discuss how the service to them could be improved, the level of their bill, or should there be any aspect of our service with which they are not satisfied, we ask them to please contact the person in our firm responsible for complaints handling: Emma Huscroft, Director, on 01325 281111, e.huscroft@clarkwillis.co.uk or by post to 105 Bondgate, Darlington, DL3 7LB.

We are committed to high quality legal advice and client care and are keen to resolve any concerns as soon as possible and in order to do this, will follow our complaints handling procedure.

Our complaints procedure is as follows:

Step One:

If they have not already done so, we ask our clients to let us know the full nature of the problem in writing

Step Two:

Our Complaints Handling Representative will write to the client acknowledging their complaint within seven working days. In this letter, we shall confirm what happens next. We may invite you to a meeting to discuss the details of your complaint and we will attempt to set up this meeting within 14 days.

Step Three:

Our Complaints Handling Representative shall then investigate the matter by reviewing the matter file and speaking to the member of staff concerned within fourteen working days of acknowledging receipt of the complaint. If, for some reason, the matter cannot be investigated in this timeframe, then we will write to the client notifying them of this together with the reason why and giving a revised timescale.

We will then send to the client a detailed, written response, including any proposed solution, within ten working days of concluding the investigation.

Step Four:

If the client is satisfied with our response following the above steps, that will be the end of the matter. However, if the client is not satisfied, they will be invited to contact our Complaints Handling Representative again within 14 days and they will arrange for another Director to review the decision. They will write to the client within twenty-one working days of receiving the request with confirmation of the firm's final position in relation to the complaint, outlining the reasons and any final redress that is offered.

General Terms - Complaints Policy

Step Five: Other avenues

Clients must always try complaining to us first. In most cases they will not be able to take their complaint further without allowing us the opportunity to put things right.

Legal Ombudsman

We are permitted a period of eight weeks to consider the complaint. If for any reason we are unable to resolve the problem between us within that timeframe, then our clients are advised that they may ask the Legal Ombudsman to consider the complaint.

Clients are free to refer any complaint about our work, fees or level of service but there are some conditions and time limits. Please be aware that any complaint to the Legal Ombudsman must usually be made within six months of the client having received a final written response from us about their complaint. Complaints to the Legal Ombudsman must usually be made within one year of the act or omission about which the client is complaining occurring; or within one year from when the client should have known about or become aware that there were grounds for complaint.

For further information, please contact the Legal Ombudsman on 0300 555 0333 or visit www.legalombudsman.org.uk. The Legal Ombudsman may be contacted at
Legal Ombudsman
PO Box 6167
Slough
SL1 0EH

Solicitors Regulation Authority

If someone thinks a solicitor might be dishonest or you have concerns about their ethics or integrity, they have the right to notify our regulator, the Solicitors Regulation Authority (SRA). There are no time limits for making a report but there are limits on what the SRA will consider. Please note that the SRA is not able to deal with issues of poor service (complaints of this nature should instead be referred to the Legal Ombudsman). For further information about the SRA's role, please contact the SRA or visit:
https://www.sra.org.uk/consumers/problems/report-solicitor.page#report

General Terms - Complaints Policy

Information Commissioners' Office

To the extent that your complaint relates to a breach of Personal Data or it is evident that you are exercising your Rights as a Data Subject under data and information rights legislation (including, but not limited to the UK GDPR and Data Protection Act 2018), there may be aspects of the compliant that we may have to deal with and/or respond to differently in light of our obligations as a Data Controller. It may be that aspects of your complaint will need to be passed to our Director, Angie Papprill, to assess and respond to in accordance with our Data and Privacy Notice which is available on our website. Our standard complaint handling timescales noted above may also not be appropriate and we will advise you if we have to escalate the timeframe for responding.

In the event of an allegation of a breach of Personal Data and/or any concern that our firm has not handled your personal information properly, we will consider whether a report needs to be made to the Information Commissioner's Office (ICO). Not all breaches are reportable and we will advise you of the results of our assessment.

Should it be clear that you are exercising your rights under data and information rights legislation, please be assured that we will handle that aspect of your complaint in accordance with our regulatory obligations. For instance, we will aim to provide a full response to a Personal Data request within one month but if we cannot respond within that timescale, we will let you know when will be able to respond. You can find guidance on our obligations under data and information rights legislation on the ICO's website (www.ico.org.uk) as well as information on their regulatory powers and the action they can take. You also have the right to lodge a complaint with the ICO provided that you have first allowed us the opportunity to attempt to resolve it ourselves. For further information or to contact the ICO please visit www.ico.org.uk/concerns or call 0303 123 1113. Your rights to refer the complaint to the Legal Ombudsman and SRA (as set out above) may still be available to you in addition to your Personal Data rights.

CILEx Regulation

If someone has a complaint about the misconduct of a chartered legal executive, CILEx practitioner or CILEx member, they have the right to submit a complaint directly to CILEx Regulation. Complaints about poor service should instead be directed to the Legal Ombudsman as directed above. For further information about CILEx Regulation's role and the means to make a complaint, please visit: https://cilexregulation.org.uk/complaints/complain-to-us/.

Alternative Complaints bodies

Alternative complaints bodies (such as ProMediate, further details of which can be found at www.promediate.co.uk) exist which are competent to deal with complaints about legal services should both parties agree to use such a scheme. However, we need to advise you that we do not agree to use an additional complaints scheme in addition to or instead of the redress offered by the Legal Ombudsman. For further information about our complaints handling procedures, please do not hesitate to contact Emma Huscroft, Director, on 01325 281111, e.huscroft@clarkwillis.co.uk or by post to 105 Bondgate, Darlington, DL3 7LB.

General Terms - Limits on Liability

You agree that the limitations on our liability as set out in this Agreement are reasonable having regard to the nature of your instructions and the work involved and the availability and cost of professional indemnity insurance.

We will undertake the work relating to your matter with reasonable skill and care. Whilst we owe you a duty to carry out our work in a professional and proper manner, we expressly exclude any liability to you for any delay, loss or expense which may arise as a result of our compliance with any statutory or other regulatory requirements imposed upon us by law.

If any part of this Agreement which seeks to exclude, limit or restrict liability (including provisions limiting the amount we will be required to pay or limiting the time you have to bring a claim) is found by a court to be void or ineffective for any reason, the remaining provisions shall continue to be effective.

We will not be liable under this Agreement or laws of negligence for any deficiencies in the work we have undertaken if and to the extent that deficiencies are due to any false, misleading or incomplete information or documentation which has been provided to us (whether by you or any third party) or due to the acts or omissions of you or any third party. Despite anything else contained in this Agreement, we are not under any obligation to act for you (or to continue to act for you) if to do so would breach any laws or professional rules. Therefore, we will not be responsible or liable to you for any loss which you or any other party may suffer as a result of our refusal to proceed with your matter where we would be in breach (or we reasonably believe that we would breach) of our legal obligations or our professional rules.

Except as stated above, the total aggregate liability of Clark Willis Solicitors Limited to you under or in connection with this Agreement (including any addition or variation to it), whether for breach of contract, negligence, breach of statutory duty, or otherwise, shall not exceed £3 million. Where we are instructed jointly by more than one party, the limit on our liability applies, in total, to all of you collectively (including anyone claiming through you or on your behalf).

You agree that you will not bring any claims or proceedings in connection with this Agreement against our directors, members, partners, consultants or employees personally, unless (and to the extent that) you are otherwise permitted to do so by law or our professional rules. Our employees may enforce this clause even though they are not parties to this Agreement (but despite having such rights, this Agreement may be varied or ended without their consent).

Proceedings in respect of any claim against us must be commenced within 3 years after you first had (or ought reasonably to have had) both the knowledge for bringing an action for damages and the knowledge that you had the right to bring such an action and in any event no later than 6 years after any alleged breach of contract, negligence or other cause of action. This provision expressly overrides any statutory provision which would otherwise apply; it will not increase the time within which proceedings may be commenced and may reduce it.

If we are liable to you, and any other party or parties would have been found liable to you together with us, in respect of the same claim if either (1) you had also brought proceedings or made a claim against them; or (2) we had brought proceedings or made a claim against them for a contribution towards our liability then any sum due from us to you shall be reduced by the proportion for which such other party or parties would have been found liable had those proceedings been brought or those claims been made. Nothing in this Agreement excludes or limits the liability of Clark Willis Solicitors Limited for (1) Death or personal injury caused by negligence; (2) Fraud or fraudulent misrepresentation (3) Any liability if and to the extent that it is not permissible in law or our professional rules for such liability to be limited or excluded.

Fraud warning

Fraud is on the increase- please note the following: -We will never change our bank details during your matter and will not forward bank details by email without calling you in advance. If you receive an email with new/changed bank details, please contact us immediately and do not make any payment. -Check emails you receive carefully - Check with us before making any payment

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