

## Wolferstans Terms of Business

### Introduction

These are our standard Terms of Business and are intended to set out clearly how we will work with you, the standards that you can expect from us and what you can do if you have questions or concerns at any stage.

The information specific to your matter is contained within 'Your Matter' letter, any scope of work document and the pricing information which we will send to you. Together they form the contract between us. If there is any discrepancy between anything in your specific documents and these standard Terms, then your specific documents take precedence.

For clarity, where we say you, yourself or your in these Terms we refer to the client identified in the Your Matter letter and where we say we, us or our, we mean Wolferstans LLP.

### Our Client Philosophy

At Wolferstans our approach to working for our clients is straightforward and down to earth. We believe in building long-term relationships based on trust and confidence. We intend to deliver exceptional legal experiences.

- We focus on you the client, and your needs; we do our best to put ourselves in your shoes and see things from your perspective.
- We guarantee a powerful combination of outstanding legal knowledge, practical experience and advice that is easily understood.
- We operate efficiently and decisively to keep our time and costs to a minimum to ensure our clients receive specialist advice for good value.
- We communicate with you regularly, in plain English, and keep you informed of progress.
- We are accessible to you when you need to contact us.
- We will explain the options open to you and help you decide which is the most appropriate given your circumstances.
- We are committed to continual improvement by independent audit and acting on your feedback.

We may invite you to take part in satisfaction surveys to help us understand your experience and improve our service levels further. We welcome feedback at all stages of your journey with us and value your views on the service you are receiving.

### Supporting you – Equality and Diversity

We believe that our services should be accessible to all and, therefore, the commitments made in our Client Philosophy apply regardless of your background or individual characteristics. We can provide information in a variety of formats, remotely and at varying times and make other appropriate adjustments to support you. We have hearing loops, home visits and contacts with specialist support services. Just let us know your needs and we will work with you to seek to meet them.

### Limitations on what we can do for you

We will act for you as your legal adviser and you should make any decisions, through your other suitably qualified professional advisers or on your own, regarding the commercial or financial viability of the work. We will aim to provide clear advice, balancing the risk and benefits in working to achieve agreed objectives. Unless specifically agreed with you in writing, we will not provide you with tax advice.

If we need to instruct external experts such as barristers, accountants or surveyors, we can only do so when you have paid those fees. We instruct the experts as your agent and the expert will be directly liable to you.

We advise only on the law in England and Wales.

You must not rely on any draft document until it is finalised with or by us.

We recommend that you review completed matters from time to time; for example, agreements may require further action or there may be changes in relevant law. Standard agreements should be reviewed frequently. Unless we agree otherwise in writing, we shall not be responsible for advising you of any important dates which may arise after completion of a matter (such as the date by when a notice under an agreement should be given or upon which rights may expire or may need to be renewed).

### Our fees

We will provide you with an estimate of our fees in your specific documents, or if that is impossible, we will provide you with a formula for calculating them. We aim to provide choice in pricing to suit your needs so please speak to us about what would suit you best. We will update you regularly if the estimate should change, and make sure you know if an unusual amount of work has to be done in a short time period.

Sometimes we have to pay a third party on your behalf, for example a court fee. We will provide an estimate of these expenses at the beginning of your matter. If we have to incur additional expenses on your behalf, we will let you know. If you have provided us with the funds to cover those expenses, we may use those funds to settle the sums in question without raising an invoice.

Our charging rates are reviewed on an annual basis and we will let you know what impact, if any, this has on the amount we will charge you.

We will generally invoice you on a monthly basis and our fees are payable immediately. Our bills will state how we may charge interest if a bill is not paid on time. We may advise you in writing of different billing intervals. We may ask you for payments on

account. In cases where we receive moneys on your behalf (for example, a sale of property or settlement funds), we will ordinarily deduct sums due to us as fees or expenses from such funds before paying them to you.

Where we refer to any sum which we may charge to you, such sum is exclusive of any applicable VAT (unless we say otherwise in writing).

It is our policy not to accept cash from our clients. Where we may agree to do so in specific instances, we will not accept more than £500 per client.

### **Trusts and the Trust Registration Service (TRS)**

If your matter involves a Trust, it may need to be registered. Please read the guidance on our website. If you fail to register the trust or there is a discrepancy, we may be required to notify HMRC.

### **Complaints**

Wolferstans are committed to providing levels of service which not only meet, but also exceed, your expectations. We sincerely hope that any concerns you have can be resolved by raising these with the person doing the work for you or the supervisor named in your client care letter.

Should you feel it necessary, you can also contact our Compliance Team; Esther Gould on [egould@wolferstans.com](mailto:egould@wolferstans.com) 01752 292209 or Aaron Barlow on [abarlow@wolferstans.com](mailto:abarlow@wolferstans.com) 01752 283549. Our complaints procedure can be found on our website and a copy of it can be sent to you on request.

You may be entitled to have your complaint dealt with by the Legal Ombudsman at PO Box 6167, Slough SL1 0EH or at email [enquires@legalombudsman.org.uk](mailto:enquires@legalombudsman.org.uk); Minicom 0300 555 1777; telephone 0300 555 0333. Complaints can be referred to the Ombudsman only after 8 weeks since you made your complaint and within six months of the date of our final written response. Any complaint should be referred to them within six years from the date of act/omission, or one year from when you should have known there was cause for complaint. Not all clients are entitled to complain to the Ombudsman and, whilst you can always take advice from others, we will advise you if you are able to complain to the Ombudsman should the situation arise.

### **Ending our relationship with you**

You can terminate your contract with us at any time when we are working for you. We can keep all your papers and documents while there is still money owed to us for fees and expenses.

We can terminate the work and our contract with you where we feel that the relationship has broken down; where you have not paid us on time; where we consider that there is a statutory or regulatory reason for doing so or where you are not providing us with the instructions needed to carry out your work. We will give you reasonable notice of this. In any case, we will invoice you up to the date of termination and our fees and expenses must be paid in full within one month of the bill being delivered. We will not release any documents to you until the final invoice is paid.

### **Professional Indemnity Insurance**

We hold compulsory professional indemnity insurance with QBE UK Limited of Plantation Place, 30 Fenchurch Street, London EC3M 3BD and other insurers. Details can be provided on request.

### **Our liability to you**

We have a duty to carry out your work to a reasonable level of skill and care.

We are not liable for any consequential or indirect losses arising from negligence in the work we do for you (for example, loss of revenue; profit; business opportunity; goodwill or damage to reputation). This is even where it might have been foreseeable at the start of the matter.

Unless otherwise noted in the client care letters relating to this matter, our liability to you is restricted to the minimum amount of professional indemnity insurance required of us by the Solicitors Regulation Authority (SRA) from time to time (currently three million pounds) inclusive of interest, legal and other costs. We can only limit our liability to the extent the law allows. We cannot limit our liability for death or personal injury caused by our negligence.

The figure stated has been selected after balancing the risks arising from the work we expect to do for you, the fees payable and the importance of the matter to you. We will only be liable for a just and equitable proportion of any losses whether other professionals are involved or not.

Where we work with others who have limited their liability in any way, our own liability will be limited to an amount which would have applied had the other not so limited its liability.

### **Data protection**

In order to provide you with services we may need to process your personal data. We use the information that you provide primarily for the provision of legal services to you and for related purposes including updating and enhancing client records; analysis to help us manage our practice; statutory returns; legal and regulatory compliance; marketing. We need to process your data for performance of our contract with you, to meet our legal obligations and for our legitimate interests in running our business. Our Data Protection Officer is Peter Tassart who is available through our office contact details. You have various rights including a right of access and of

rectification. Please see our Client Privacy Notice for detailed information about how we use your personal data and your rights in relation to your personal data. It is available on our website. If you would like us to send you a copy, please contact us at [info@wolferstans.com](mailto:info@wolferstans.com). You can opt out of marketing at any time by contacting us at [info@wolferstans.com](mailto:info@wolferstans.com). Please use 'Withdrawal of consent' as your subject heading.

### **Call recording**

We may record calls and monitor emails from time to time for training regulatory and compliance purposes.

### **Storage of documents**

We may destroy physical copies of documents once we have made electronic copies for our digital file. You must make specific arrangements with us if you wish papers to be maintained in physical copies. We will maintain our digital file of the work we do and keep documents and other papers which we agree to retain for you for a reasonable period or as specified in the file closing letter which we send to you at the end of the work which we do for you. Following that period, we may delete/destroy it/them. We may store documents on our know-how system for use as a precedent for later work. We take reasonable steps to ensure that the system is secure and that our overriding duty of confidentiality to you is observed. We may destroy your original paper document and scan it onto our system instead.

If we agree to store documents on your behalf, we may use a third-party storage facility and we reserve the right to charge you for retrieving the documents from storage and for passing them to other people or back to you. We also reserve the right to charge for storage in the future (but only after notifying you), and for providing you with copies of any papers or documents which do not belong to you.

### **Outsourcing**

Sometimes we ask external organisations to provide us with support services such as document storage, know how processing, IT services, marketing and photocopying. Our systems are hosted in the cloud and managed by experts certified to ISO 27001. We always ensure that they maintain suitable standards of security and confidentiality. If you do not want your matter sent outside the firm, please let us know.

### **Anti-money laundering measures**

As solicitors, we are obliged to identify our clients by carrying out a client due diligence exercise before we start working on any transaction involving property or money.

When we receive monies on your behalf it will be paid into a general client account with HSBC Bank plc who are the firm's banker. The general client account will hold pooled amounts for different clients and matters. Under anti-money laundering regulations, law firms must hold information on the identity of the person on whose behalf the monies are held in a pooled client account and make this available to their bank on request. If our bank requests information about who we hold funds for, we are required to provide that information. In the event of this happening, you agree to us disclosing your details to them.

Please note that we may not be able to act for you until we have verified your identity.

We are obliged to keep your affairs confidential but, where we know or suspect that a transaction may involve money laundering or terrorist financing, we have an obligation to report our concerns to the National Crime Agency. 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.

### **Commission**

It is our policy not to accept commission from anyone in relation to your matter. If such commission is paid to us, we will let you know how much we have been paid and credit it against your next bill.

### **Confidentiality**

We will keep your affairs confidential from our other clients and anyone externally unless you specifically ask us to disclose the information to them, or we need to do so in order to deal with your matter, or where we are required by law or any applicable regulation to do so. You understand that we will not disclose any information to you about other clients.

### **Auditing and vetting files**

External organisations such as our quality and other auditors and the Solicitors Regulation Authority may vet our files from time to time. Please let us know if you do not want them to vet your file. We may also need to provide details of you and our file for you to our professional indemnity insurers and brokers. They are required to maintain confidentiality in relation to your matters.

### **Conflicts of interest**

We must not act for you where there is a conflict of interest between you and Wolferstans, or another client of the firm. If a conflict arises, we will discuss the situation with you with a view to agreeing how the situation can be resolved. In a case where there is a potential conflict of interest between you and another client that is obvious at the outset, we may seek consent from you and the other client to act and tell you what will happen if a conflict arises.

### **Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013**

This paragraph applies in addition to your general rights to terminate your agreement with us (see Termination). Where you are a consumer and we have not met you in person, or the contract for legal services is entered into away from our business premises,

the Consumer Contract (Information, Cancellation and Additional Charges) Regulations may apply. This means you may have the right to cancel your instructions to us within 14 days of our initial communication with you without giving any reason. To exercise your right to cancel, you must make a clear statement (letter, fax or email) setting out your decision to cancel. You can use the form below, but you do not have to. To meet the cancellation deadline, it is sufficient for you to send the communication before the cancellation period has expired. This will end the obligations of both you and us under the contract.

**Cancellation form – Only use if you do NOT want to proceed**

To: Wolferstans LLP, 60-66 North Hill, Plymouth, PL4 8EP  
Telephone 01752 663295  
Fax number 0752 672021  
Email [info@wolferstans.com](mailto:info@wolferstans.com)

I/We give notice that I/we **cancel** my/our contract for supply of legal services

Name of client(s):..... Ordered on (date):.....

Address of client(s):.....  
.....  
.....

Signature of client(s)..... Date:.....  
(only needed if this form is notified on paper)

You may require us to begin work on your matter during the 14-day cancellation period. Please let us know immediately if you wish to waive the 14-day cancellation period. If you expressly request we begin work on your matter during the cancellation period, we reserve the right to ask you to pay an amount proportionate to what has been carried out prior to you communicating any cancellation. If you have made a payment on account, you will only receive a refund for that part of our services not provided. If you decide to cancel before the end of the cancellation period, and we have not started to provide our services, you will receive a full refund of any fees paid. You will not have the right to cancel the agreement if you request we start work within the cancellation period and we have completed those services.

### Communication

Our preferred method of communication is through our app or by email. If you would prefer us to communicate in a different way, please let us know. If there are physical or email addresses that you do not want us to contact at certain times, please ensure that we are informed. We may provide details of your email address to others where we think this will be of assistance to your matter, or when forwarding emails.

### Financial Services, Insurance and Regulation

We are not authorised by the Financial Conduct Authority. However, we are included on the register maintained by the FCA so that we can carry on insurance distribution activity which is broadly advising on and 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 <http://register.fca.org.uk/s>

The Law Society is a designated professional body for the purposes of the Financial Services and Markets Act 2000 but responsibility for regulation and complaints handling has been separated from the Law Society's representative functions. The Solicitors Regulation Authority is the independent regulatory body of the Law Society and the Legal Ombudsman is the independent complaints handling body of the Office for Legal Complaints.

### Client Money and Interest

Any money received on your behalf will be held in our client account at our bank. It is unlikely that we will be held liable for losses resulting from a bank failure. Should the bank collapse, our liability to you will be limited to the amount that can be recovered under the Financial Services Compensation Scheme (FSCS). By agreeing our client care letters and our terms of business you are giving your consent to the disclosure to the FSCS of your details in order to pursue any claim.

The £85,000 FSCS compensation limit in the event of bank failure applies to the individual client, so if you hold other personal monies in the same bank (currently HSBC Bank) as our client account, the limit remains £85,000 in total. Some deposit taking institutions have several brands i.e. where the same institution is trading under different names. It is your responsibility to check either with your bank, the FCA or a financial adviser for more information.

Interest will be calculated and paid to you at 2% below the BoE base rate or at the rate we receive from our main banking provider, where that is lower. Due to our administrative costs, interest will not be paid where the total is less than £60. Interest will generally be paid gross by us and it will be your responsibility to declare and report such interest for all tax purposes.

For qualifying funds, interest will be paid from the date received by us until the date of payment out of our client account. We will generally account for interest on conclusion of the work we undertake for you. We will not pay interest after the work we undertake for you is substantially complete. We will not pay interest on funds held on account of our or third-party costs, including those where costs have not yet been finalised. We will not pay interest on funds received regarding the sale and/or purchase of property, as these

are usually held for short periods pending completion. If such a transaction becomes delayed, we can agree an exception with you. We do not pay interest on retained balances.

### Notices

Wolferstans LLP is a limited liability partnership, registered in England and Wales (registered number OC433921). A list of the members of Wolferstans LLP and their professional qualifications is available for inspection at our registered office: 60/66 North Hill Plymouth PL4 8EP. We use the word 'partner' to refer to a member of the LLP or an employee or consultant with equivalent standing.

Wolferstans is authorised and regulated under SRA ID 811913 by the Solicitors Regulation Authority, The Cube, 199 Wharfside Street, Birmingham, B1 1RN. A copy of the SRA Standards and Regulations is available at <https://www.sra.org.uk/solicitors/standards-regulations/>.