

# terms of business

## 1. OUR CONTRACT WITH YOU

- 1.1 The terms of our letter of engagement and this document set out our contract for providing to you the services described in the letter of engagement. If there is a conflict between something in this document and the letter of engagement, then the content of the letter of engagement applies. The law of England applies to any dispute about this document or the letter of engagement.
- 1.2 “**we**”, “**us**”, “**our**” and “Wilkin Chapman LLP” means Wilkin Chapman LLP, a limited liability partnership (registered number OC343261) whose registered office is Cartergate House, 26 Chantry Lane, Grimsby DN31 2LJ and any successor practice. “**you**” and “**your**” means the person or body identified in our letter of engagement as our client. “**work**” means a specific transaction, dispute or issue in relation to which you ask us to provide services. “**services**” means all services we provide in relation to the work. “**consumer**” means an individual who is acting for purposes wholly or mainly outside his or her trade, business, craft or profession.
- 1.3 If we do not insist on strictly following any of the terms of the letter of engagement and this document, that does not mean that we agree to waive any of our rights set out in them.
- 1.4 We may change these terms if we give you reasonable notice in writing. You may terminate your contract with us if you do not want us to continue to provide services to you on these new terms. If you do this we will charge you for the work in accordance with clause 8.2 and we shall be entitled to keep all files connected with the work until we have received payment in full of all outstanding fees.
- 1.5 If any part of the terms of the letter of engagement and this document is found by any court to be illegal, invalid or unenforceable then that part will be treated as being removed and will not affect any other part.

- 1.6 The terms of our letter of engagement and this document constitute the entire terms of the legal contract between you and us. No variation or addition to this document shall be effective unless agreed in writing and signed by a member of Wilkin Chapman LLP.
- 1.7 The legal contract is between you and us and is not intended to, nor does it confer any right or benefit on any other person, whether under the Contracts (Rights of Third Parties) Act 1999 or otherwise.
- 1.8 If you met us away from our offices when you asked us to start work for you, the Consumer Contracts Regulations 2013 may apply to the work we do or services we provide. This means you have the right to cancel this contract within 14 days of receipt of this document. You can cancel by email, post or fax. You may still be charged if you cancel after we have started work.

## 2. ABOUT US

- 2.1 We provide legal services in England and Wales. We are authorised and regulated by the Solicitors Regulation Authority (SRA) and subject to the SRA Code of Conduct which can be found at:  
[www.sra.org.uk/solicitors/handbook/code](http://www.sra.org.uk/solicitors/handbook/code)
- 2.2 We are not authorised and regulated by the Financial Conduct Authority (FCA). However, we are included on the register maintained by the FCA so that we can carry on insurance distribution activity which includes advising, 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 FCA register can be accessed at:  
[www.fca.org.uk/firms/financial](http://www.fca.org.uk/firms/financial).
- 2.3 We maintain professional indemnity insurance as required by the SRA. Details of our policy

and insurers are available for inspection at our registered office.

- 2.4 We are registered for VAT under number 127942455. Unless we say otherwise, any amounts of money we refer to exclude VAT.

### **3. ABOUT YOU**

- 3.1 We have the right to assume that whoever gives us instructions to provide services to you has actual authority to do so and that we can rely on any information provided by that person.

- 3.2 Where instructions are given on behalf of a company, partnership, limited liability partnership, club or other organisation we have the right to assume that this document and the letter of engagement have been approved by the directors (in the case of a company), partners (in the case of a partnership), members (in the case of a limited liability partnership) or the proper officers (in the case of a club or other organisation).

- 3.3 If we provide services for more than one person or body in relation to the same matter, all those persons or bodies have joint and several liability for our fees. Each person or body agrees that we may disclose information about them relevant to the services to the other person or body.

### **4. COMMUNICATIONS**

- 4.1 Our offices are open for personal visitors from 9 am to 5 pm, Monday to Friday except bank holidays and other public holidays.

- 4.2 Unless you tell us otherwise, we will communicate with you in whatever form appears appropriate to us in the circumstances. Unless you tell us otherwise, we will not be required to encrypt or password protect any email or document sent to you in electronic format. We will not be responsible for loss arising from misdirection, non delivery or unauthorised interception, redirection or copying or reading of emails sent by us. We are not responsible for any loss or damage

caused to hardware or software caused by any emails or electronic data sent by us unless this was caused by our negligence.

### **5. INFORMATION ABOUT YOU AND CREATED AS A RESULT OF PROVIDING SERVICES TO YOU**

- 5.1 Unless otherwise agreed in writing with you, we will keep confidential any information which is not otherwise publicly available that we acquire about you, your business and affairs (which may include information which is covered by legal professional privilege), except that we may disclose such information:-

- (a) to our auditors, external assessors or other advisors;
- (b) to our insurers, in order to seek professional indemnity insurance or to comply with the terms of that insurance;
- (c) to providers of business support services to us;
- (d) to other professional advisors engaged by you or us on work related to our services to you;
- (e) when required to do so by any law or regulatory authority (such as to the National Crime Agency under Anti Money Laundering rules) to which we are subject. By law, we may be unable to tell you of such disclosure. We are not liable for loss or damage to you as a result of us making such disclosures;
- (f) to Companies House, if you are a company or a Limited Liability Partnership, of any discrepancies between information collected from Companies House, and information gathered while fulfilling our anti-money laundering duties.
- (g) when making any claim to the Financial Services Compensation Scheme on your behalf (see clause 7.6 below).
- (h) we are a member of Certainty (the confidential National Will Register). All Wills held by us will be registered with

- Certainty on a National Wills database. The only information recorded on this register is your name, address, date of Will and the fact your Will is stored with us. This record is confidential and is not released to a searcher, instead the searchers details are passed to us. We will retain the original Will which will not be released without either your authority or to your named executors on the production of a death certificate. All Wills created by us will be registered with Certainty unless you specifically inform us of your objection to this.
- 5.2 We are registered with the Information Commissioner as a data controller under the General Data Protection Regulation (EU 2016/679), registered number Z6671017. We are committed to ensuring your privacy is protected and draw your attention to the Client Privacy policy on our website ([www.wilkinchapman.co.uk](http://www.wilkinchapman.co.uk)) which explains how, why and when we collect and process personal data and how it is kept secure. You may ask us what information we hold about you by making a subject access request to [datarequest@wilkinchapman.co.uk](mailto:datarequest@wilkinchapman.co.uk)
- 5.3 We may use information we hold about you to search the files of credit reference agencies to help us make credit decisions about you, to prevent fraud, check your identity and prevent money laundering or other financial crime. The credit reference agencies may make a record of those searches.
- 5.4 Any personal data that we receive from you to enable us to check your identity will be processed only for the purposes of preventing money laundering or terrorist financing, unless we have your consent to use it in another way.
- 5.5 To ensure that you are kept up to date with our services and events you can sign up to our newsletter. Go to our website ([www.wilkinchapman.co.uk](http://www.wilkinchapman.co.uk)) and click on the "Sign Up" button.
- 5.6 Information about us which we give to you is confidential and/or commercially sensitive under the Freedom of Information Act 2000 (FOIA), except for identifying us as providing services to you and information which is publicly available. If you receive a request for information about us under FOIA, you will tell us promptly in writing and have regard to any representations we make to you before you consider disclosure.
- 5.7 We will store securely and without charge files and documents created or held by us as a result of providing services to you. We will keep these for a minimum of six years after completing our services to you and in accordance with our data retention schedule. We will then destroy them without further reference to you. We may store and disclose such files and documents in electronic form only. We may charge you for the reasonable costs of retrieving and disclosing them to you. We may keep hold of any documents and files relating to you until you have paid our fees and expenses.
- 5.8 We will store securely and without charge any legal document created as a result of providing services to you such as a will or deed which you have asked us, and we have agreed, to store for you. We will not destroy these documents.
- 5.9 We own all copyright and other intellectual property rights in documents, advice and other works in any format which we create, develop or generate in the course of providing services to you. We give you a licence to use and copy such documents, advice and other works for the purposes of the services provided by us. That licence is exclusive to you and cannot be transferred or shared by you to another person. We may terminate the licence by written notice with immediate effect if you do not pay our fees and expenses.

5.10 We may reuse advice or opinions obtained or work created as a result of providing services to you. We will hide information in such work which might identify you.

## 6 EXCLUSIONS AND LIMITATIONS OF LIABILITY

These terms do not exclude or restrict our liability if our negligence causes death or injury to you.

6.1 We are not liable for any indirect loss, special loss or consequential loss or damage to you or for any loss of profit, loss of contract, loss of business, loss of goodwill, loss of opportunity, loss of revenue, loss of income or any similar loss of any nature arising in any circumstances whatsoever and however caused.

6.2 We are not liable for loss arising from:-

- (a) delay by you or others giving us information for documents;
- (b) information or documents supplied by you or others being incomplete, inaccurate or out of date;
- (c) things outside our reasonable control;
- (d) actions, failures or advice of others;
- (e) delay by you paying our fees or any expense or disbursements we have requested from you.

6.3 Save for death or personal injury caused to you and arising from our negligence, our maximum aggregate liability to you for any and all losses, claims, liabilities and expenses of whatever nature is limited to the sum set out in the letter of engagement or if no sum is specified, £3 million including interest and costs.

6.4 We are not liable for a failure to provide services which fall outside the scope of our engagement as set out in the letter of engagement. We are not under a duty to advise you about, or of the consequences of, any event or change in the law or its interpretation which takes place after we finish providing the work.

6.5 We will not provide advice on any form of taxation (including VAT), any accounting matters, or pensions and we do not provide advice on financial matters unless expressly provided for in our engagement letter.

6.6 Our services are provided by us only and your contract is with us only. We are not liable to people or bodies other than you for our services. You agree you will not bring any claim against any company owned or controlled by us, any of our members, employees, consultants or agents or those of any company owned or controlled by us. Any services provided by such people are solely on our behalf.

6.7 If you are not a consumer and we have suffered loss or liability as a result of acting in accordance with your instructions, you will indemnify us for such loss or liability to the extent that it is not caused by our own negligence.

## 7 OUR FEES AND YOUR MONEY

7.1 Unless stated otherwise in the engagement letter, our fees are based on the time spent providing services to you according to the hourly rate of members of staff whose seniority and expertise are appropriate for the work. Time spent will include meetings with you and others, travelling, preparing and working on documents, attending court, research, correspondence and emails, opening a file and compliance obligations. Time is recorded in six minute units meaning that activities taking less than six minutes will still be charged at six minutes duration. We may charge a higher fee to reflect the complexity, value, importance to you and urgency of the services we provide.

7.2 We review hourly rates annually but may alter them at other times. We will tell you about any increase to hourly rates. You may terminate your contract with us if you do not want us to provide services to you at those increased rates. If you do this, we will charge you for work as set out in 8.2 below.

- 7.3 In providing services to you, we may incur expenses and disbursements on your behalf such as court fees, barristers' fees, search and registration fees, stamp duty land tax and bank transaction costs. You will pay these expenses and disbursements in advance.
- 7.4 We will prepare and send you invoices for our fees and expenses on a monthly basis or at appropriate stages in the work. We may ask you to pay our fees and expenses in advance. If we do, we will hold the money you pay us in a general client account which we operate in accordance with the SRA Accounts Rules. Our total fees may be higher than the amount you have paid on account. We will refund money paid on account which is not used for fees and expenses.
- 7.5 We will pay you interest on money of yours which we hold in our client account in accordance with the SRA Accounts Rules and our policy on client account interest. We will pay interest without deduction of tax unless we tell you in writing otherwise. It is your responsibility to declare money received for tax purposes. The rate of interest will vary. Our policy and the rate payable will be as published on our website [www.wilkinchapman.co.uk](http://www.wilkinchapman.co.uk) from time to time.
- 7.6 You must pay our invoice as soon as you receive it. We may stop providing services to you if you do not pay an invoice.
- 7.7 Monies in our client account are deposited with a financial institution covered by the Financial Services Compensation Scheme ("FSCS") and are protected up to £85,000. If you hold other personal monies in the same institution the limit will remain £85,000 in total. We are not liable for any losses which you suffer as a result of the failure of a financial institution but we will assist you in making a claim to the FSCS. A corporate body will only be eligible for compensation if considered a small company under the FSCS scheme. With effect from 3rd July 2015, the FSCS will provide a £1 million protection limit for temporary high balances held with a bank, building society or credit union if it fails. Further details relating to what constitutes a temporary high balance and the rules relating to the protection can be found at [www.fscs.org.uk](http://www.fscs.org.uk).
- 7.8 We do not accept payments in cash, but you can pay our bill by card or BACS transfer.
- 7.9 If you do not pay an invoice within 30 days of the date of invoice, we will charge you interest at 4% above the base rate of Nat West Bank plc as set by that bank from time to time. We will charge that interest on a daily basis from the 30th day after the date of the invoice to the day we receive payment. We may take reasonable steps to require payment which may include reminder letters, telephone calls and court proceedings. If we take you to court, you may have to pay any court fees, enforcement costs and statutory interest at 8% per year in addition to what you already owe us.
- 7.10 You must pay our fees and expenses at least seven days before completion if we are acting for you in the purchase of a domestic property.
- If we are acting for you in the sale of a domestic property (whether or not including a purchase of another property), you must pay our fees and expenses on completion. If a sale or purchase of a property does not take place we will make a charge to reflect the work actually done by us.
- 7.11 If we are acting for you in litigation (including arbitration):-
- (a) you are responsible for paying our fees and expenses even if the court, tribunal or arbitrator orders someone else to pay some or all of them;
  - (b) unless you have agreed otherwise in a conditional or contingency agreement with us, you must pay our fees and expenses if you lose or withdraw your claim;
  - (c) if you lose or withdraw from a claim, the court or arbitrator is likely to order you to

pay all or most of the fees and expenses incurred by your opponent;

- (d) in employment tribunal cases, a party who has acted vexatiously, abusively, disruptively or otherwise unreasonably in bringing or conducting proceedings or who has caused a hearing to be delayed can be ordered to pay the fees and expenses incurred by the opponent;
- (e) in all cases involving a dispute which may lead to court or tribunal proceedings the need to comply with court/tribunal rules places responsibilities on you and us. Failure to comply with your responsibilities may lead to the imposition of sanctions for which we cannot accept responsibility. Under the Courts and Legal Services Act 1990, we have a statutory duty to the court to act with independence in the interests of justice, together with a duty to comply with the SRA Code of Conduct. These duties override any other obligation which we may owe to you;

(f) nothing in this document or the engagement letter constitutes a contentious business agreement for the purposes of section 59 of the Solicitors Act 1974.

7.12 If you have problems with an invoice you should contact the member of staff who sent the invoice to you. If there is still a problem, you can use our complaints procedure (see 9 below). You also have the right to object to an invoice by applying to the court for an assessment under Part III of the Solicitors Act 1974. If you apply to the court, the Legal Ombudsman may decide not to deal with a complaint about the invoice.

7.13 Under section 74 of the Solicitors Act 1974 we are permitted to charge for an amount of costs greater than that which you could have recovered from another party to the proceedings providing these costs have been reasonably incurred.

## 8 EARLY TERMINATION OF SERVICES

8.1 You or we may bring the provision of all or any services to an end at any time by giving written notice to the other. We will not do this without giving you reasonable notice and without good reason, such as:-

- (a) your failure to pay us money due to us or money on account which we have asked for;
- (b) your insolvency;
- (c) the discovery or creation of a conflict of interests;
- (d) our being prevented from providing services to you by the National Crime Agency;
- (e) you asking us to break the law or any professional requirement;
- (f) a break down in the relationship of trust and confidence between us and you;
- (g) a failure by you to treat our staff with respect;
- (h) your failure to give us adequate instructions; or
- (i) any other breach by you of the terms of our letter of engagement and this document.

8.2 If you terminate the provision of services by us, you will be liable for our fees, expenses and disbursements paid or incurred up to the date of termination, together with any other fees or payments necessary for the transfer of the work to another adviser. All our rights in this document and the letter of engagement will continue to apply even if the agreement between us is terminated.

## 9 COMPLAINTS AND DISPUTE RESOLUTION

9.1 If you are unable to resolve a problem about our services with the staff working for you, you may contact us to set out your complaint by emailing:

[complaints@wilkinchapman.co.uk](mailto:complaints@wilkinchapman.co.uk)

or writing to Complaints at our registered office. Our complaints procedure is available at [www.wilkinchapman.co.uk](http://www.wilkinchapman.co.uk) or on request to our registered office.

9.2 If you are not satisfied with our handling of your complaint you can ask the Legal Ombudsman, PO Box 6808, Wolverhampton WV1 9WJ to

consider your complaint. You can also contact them by telephone (0300 555 0333) or email [enquiries@legalombudsman.org.uk](mailto:enquiries@legalombudsman.org.uk). Normally you will need to contact the Legal Ombudsman

within 12 months of receiving a final written response from us about your complaint.

9.3 The Legal Ombudsman may decline to deal with complaints from larger commercial clients.

## There for you

### for business

- Agricultural Law
- Commercial Property
- Construction and Engineering
- Corporate and Commercial Law
- Dispute Resolution
- Employment Law and HR Advice
- Landlord Services
- Licensing
- Public and Administrative Law
- Recoveries and Insolvency
- Renewables
- Social Housing Law

### for life

- Criminal Defence
- Employment Law
- Family Law
- Firearms Licensing
- Medical Negligence
- Military Law
- Moving Home
- Personal Disputes
- Personal Injury and Accidents
- Tenant Services
- Wills, Estates, Tax and Trusts

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