

This leaflet has been prepared to help you understand the basis on which we shall be acting for you. If anything is not clear, please do not hesitate to ask us to explain.

## CLIENT CARE

### 1. Your "Primary Contact"

All clients are allocated a "Primary Contact". At times it may become advisable for other members of staff to become involved, particularly if their specialist expertise may be of value to you or if it is appropriate for the work to be done at a less senior level. Whenever day to day work is not carried out by a member of the LLP, it will nevertheless be supervised at a more senior level. You are encouraged to speak to your Primary Contact at any time.

### 2. Keeping in touch

We believe that communication with our clients is very important, so we will provide you with regular progress reports, on occasions sending you copies of relevant correspondence and documents, and providing guidance on timescale as far as possible.

### 3. Quality

Warners has a commitment to providing a quality service to all clients and has implemented a quality programme to ensure that we maintain the standards which we have set ourselves. For example, client files are reviewed by other staff to verify that our working systems are being followed, and when we use other experts (e.g. barristers, surveyors) they are on our approved panel.

### 4. Satisfying our clients

As part of our quality initiative we aim to give full attention to all work handled on your behalf. You should feel free to speak to your usual Primary Contact at any stage of the transaction and particularly in the case of dissatisfaction. Thereafter any continuing complaint should be directed to our Client Care Manager whose name will be notified to you in our initial letter. We are obliged to resolve any problems that clients may have with the service provided or our charges. It is therefore important that you immediately raise any concerns you have with us. Any complaint received will be investigated thoroughly, and replied to promptly. A copy of our complaints procedure can be obtained on request.

### 5. Your dealings with us

It is important that you respond to us promptly when we ask you for information or documents or ask you to carry out any other steps. If you do not, then it is likely to not only cause unnecessary delays, but also increase your legal costs, as we will have to send you reminders.

### 6. Money Laundering Regulations

To counter the risks of money laundering and terrorist financing, solicitors are required to verify client identity with documents or information from a reliable and independent source and to retain such records. This also applies to any beneficial owners other than the client (e.g. substantial shareholders, significant beneficiaries under a trust). Such checks must be carried out when first instructed and, on occasions, during the business relationship, otherwise we cannot act for you.

In order to comply with our obligations we may use an online service provider to carry out electronic verification. In many cases this avoids the need to provide passports and/or other documents. The cost of carrying out such checks will be charged at our discretion, unless you tell us otherwise. Sometimes photographic evidence of identity, such as a passport, will still be required (for example, where also acting for a client's lender in connection with a property purchase).

In addition and by way of "good practice" so far as the legislation is concerned, while acting for you in a matter we will not accept cash payments exceeding £500 or send monies on your behalf to an unknown third party. If there is any last minute change to the source or destination of funds this may delay your transaction. We also exercise a right to enquire as to the source of funds and to refuse to accept funds from that or another source. We are also obliged to report any reasonable suspicions about instructions received, transactions and activities to the regulatory authorities. This may affect our relationship with you so far as confidentiality is concerned. If the firm is required under legislation (including Money Laundering Regulations and The Proceeds of Crime Act) to refrain from communicating with clients and/or proceeding, the firm can accept no liability for the consequences of being prevented from doing so.

### 7. Termination

You may terminate your instructions to us in writing at any time, but we will be entitled to keep all your papers and documents while there is money owing to us for our charges and expenses. We may decide to stop acting for you only with good reason and we will give you reasonable notice of ceasing to act for you.

### 8. Cooling off period

If a client deals with us as a consumer, rather than a business, the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 ("the CCRs") may apply. This will be explained to the client in more detail in the Letter of Engagement.

## INFORMATION ON CHARGES

### 9. General

It is our policy to provide a professional service to all our clients at a reasonable cost. A sensible division of labour will also often help keep costs down. If you can provide us with full, well documented, instructions and keep us informed of any changes in your plans, that will cut down on the time we will otherwise have to spend. Always remember it is our time you are buying. We will also consider and advise you when appropriate whether the likely outcome of any action you may ask us to take will justify the expense or risk involved. We may on occasions carry out credit checks on our clients.

### 10. Fee calculations

Legal charges are made up of three main elements; fees calculated as set out below, expenses paid on your behalf (see paragraph 13) and VAT.

All time spent on each matter is recorded on computer and charged in six minute units at an hourly rate based on the experience of the person doing the work for you. The hourly rate applies to all work done on your behalf. This could include advising, dealing with and drafting documents, correspondence and telephone calls, meetings with you and others, including travelling time if appropriate, preparing instructions to counsel where necessary, and so on. You will be notified of the hourly fee rate of the person conducting your matter and we will provide you with an estimate of likely fees, wherever possible, in our initial letter. Our hourly fee rates are reviewed from time to time. Some kinds of work may involve a value element. These can include probate work, technical drafting work, the sale and purchase of property or of a company or its assets and the grant of leases of

commercial property. In such matters, in addition to charging for the time spent we may charge a value element, which is intended to reflect a responsibility payment. This is in accordance with Solicitors Regulation Authority recommendations, and further details will be provided on request.

### 11. Legal aid

In appropriate cases we will discuss with clients whether they are eligible and should apply for legal aid. We do not though carry out any legal aid work ourselves.

### 12. Estimates

It is often not possible to say in advance how long a matter will take to finalise, particularly as much may depend on the response of other parties. An accurate estimate of costs may therefore be difficult, but we do appreciate that this is often an area of concern to clients. Accordingly, we provide an estimate of likely costs in those cases where it is possible and in other cases we like to agree with you in advance the level of fees to be incurred.

Where we have given an estimate of our charges, it will have been based upon our forecast of the time that it will take to deal with your matter together with appropriate expenses and will be as accurate as possible. Should any unexpected difficulties be encountered in the course of the transaction, or if extra time is involved in seeing the matter through, we reserve the right to amend our charges and you will be notified if for any reason our original estimate is at any time exceeded. If during the course of dealing with your work, you would like details of costs incurred to date, we will be pleased to supply this information.

### 13. Expenses & payments on account

In addition to our own fees, we may also have to incur expenses. These are costs other than our own which we have to pay on your behalf and, in some instances, photocopying charges. Expenses will vary according to the type of work undertaken for you but examples are search fees, counsel's fees and travelling expenses. It is normal practice to ask you to make prompt payment on account of some of the anticipated expenses before we have to incur them for you. It is our policy in litigation matters where court fees and other expenses are likely to be incurred at an early stage to ask for a deposit generally on account of fees and expenses at the outset. It is a rule of the firm that we cannot instruct counsel on your behalf unless you have made an appropriate payment to us on account of counsel's fees. The initial deposit on account and any additional sums required, for example where counsel's fees are incurred, will be utilised for payment of the expenses incurred and an account will be rendered as payment is made. The deposit will be placed to your credit in our accounts system. We will not spend this money unless we either incur expenses on your behalf or deliver a bill to you. In order to avoid any misunderstandings, we must make it clear that this is not an agreed fee, nor even an estimate, but only a payment on account.

### 14. Interim billing

Except in matters of short duration, we shall deliver interim bills to you for work carried out whenever the charge for work done exceeds a pre-determined or agreed amount, and in any event at regular intervals. Unless expressed as a charge on account of a final bill to be rendered in due course, an interim bill will be a complete and final charge for the work during the period specified in the bill.

We believe this is in our mutual interest and enables you to budget for costs and keep track of them.

#### 15. Settlement of accounts

Accounts, including interim bills, are subject to VAT at the prevailing rate and should be settled either on completion of the transaction if notified to you, or on receipt of the account. Failing payment we reserve the right to charge interest at the rate payable on judgment debts. We also reserve the right to recover any costs incurred in obtaining payment from you.

Any query with regard to the amount of the account must be raised within one month of the invoice date.

We are sure you will understand that in the event of payment not being made we must reserve the right to decline to act any further and retain any documents or other papers in our possession until payment has been received for the full amount of work done up to that date and for any expenses incurred. Once a bill has been delivered, the collection of the account is handled by our Accounts department who will, as a matter of course, send appropriate statements and reminders at certain intervals. You should feel free to call your Primary Contact or the Accounts department in the event of any query.

#### 16. Interest Policy

As part of carrying out your instructions to us we may need to hold your money in our client account. When holding clients' money we have an obligation to pay interest on that money at a fair and reasonable rate. However, as the holding of your funds is incidental to the carrying out of your legal instructions, the rate is unlikely to be as high as the rate you may be able to obtain yourself. We must ensure that money held on client account is immediately available and the need for instant access will affect the interest rate.

We align our interest rates paid on both monies held on general client account and separate designated deposit accounts to the amount paid on the Nat West Client Deposit Manager. This rate is likely to change from time to time.

Where your money is held on our general client account interest is paid without deduction for income tax. As such it is your responsibility to inform HMRC of amounts of interest received from us. Where interest is held on a separate designated deposit account interest is usually paid net of tax (unless you have signed a declaration confirming your entitlement to receive bank interest gross).

Under the European Savings Directive Regulations 2003/48/EC we are required to inform HMRC of payments of interest to relevant payees and residual entities in prescribed territories.

If we hold money in a separate designated deposit account on your behalf we will account to you for all interest earned on that account. If we hold money in a general client account on your behalf we will account to you for a sum in lieu of interest. Interest will be calculated on a daily basis and calculated on amounts held overnight from the day the funds become cleared for interest purposes. Interest will not be paid if the total amount calculated for the period that cleared funds are held is less than £20. Interest will be calculated and credited to the matter quarterly.

#### OTHER INFORMATION

##### 17. Document Storage

In contrast to most banks and other institutions, we currently make no charge for storing clients' Wills, deeds or other securities in our strongrooms.

##### 18. Your files and papers

For audit and quality control purposes the files and papers we hold for you may from time to time be reviewed by outside parties.

##### 19. Claims against individuals

It is agreed that you will not bring any claim in respect of or in connection with the engagement against any member or employee of the LLP personally, but this will not limit or exclude liability of the LLP for the acts or omissions of its members and employees.

##### 20. Financial Services/Insurance Mediation

Warners are not authorised by the Financial Conduct Authority. However we are included on the financial services register maintained by the Financial Conduct Authority and the Bank of England's Prudential Regulation Authority so that we can carry on insurance mediation activity, which is broadly the advising on, selling and administration of insurance contracts. We may also occasionally give advice relating to investments but this is limited in scope. This part of our business, including arrangements for complaints or redress if something goes wrong, is regulated by the Solicitors Regulation Authority. The financial services register can be accessed at [www.fsa.gov.uk/register/home.do](http://www.fsa.gov.uk/register/home.do)

##### 21. Marketing

As part of our policy of keeping clients up to date with relevant news and information we may use the details you have provided to send marketing material. This may be, but not limited to postal mail shots, telephone calls or electronic mail. If you do not want to receive marketing information from us, you should let us know in writing. Your details will not be passed to any third party.

**22. Status Disclosure** To Comply with the Solicitors Financial Services (SCOPE) Rules 2001 and the Solicitors Financial Services (Conduct of Business) Rules 2001

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

If you have any problem with the service we have provided for you then please let us know. We will try to resolve any problem quickly and operate an internal complaints handling system to help us to resolve the problem between ourselves. If for any reason we are unable to resolve the problem between us, then the Solicitors Regulation Authority and the Legal Ombudsman provide complaints and redress mechanisms.

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 Law Society.

##### 23. Legal Ombudsman

We are required by the Solicitors Regulation Authority to advise you that if you have made a complaint to us and are still not satisfied, you can then contact the Legal Ombudsman at Legal Ombudsman, PO Box 6806, Wolverhampton, WV1 9WJ. Any complaint to the Legal Ombudsman must

be made within six months from the date that Warners advised you of our decision with regard to your complaint. For further information you should contact the Legal Ombudsman on 0300 555 0333, or via their website: [www.legalombudsman.org.uk](http://www.legalombudsman.org.uk).

We also need to make you aware that alternative complaints bodies do exist which are competent to deal with complaints about legal services. We are obliged to provide you with details of an alternative scheme upon request but it should be noted that but we would only agree to the matter being referred to the Legal Ombudsman.

It should also be noted that not all clients are entitled to have their complaint considered by the Legal Ombudsman as this service is only available to members of the public, very small businesses, charities, clubs and trusts. We would therefore suggest that you visit the Ombudsman's website to clarify whether they can deal with your complaint.

##### 24. Solicitors Handbook

You can obtain a copy of the Solicitors Handbook from the Solicitors Regulation Authority. Their website address is [www.sra.org.uk](http://www.sra.org.uk).

##### 25. Data Protection

We will use your personal information for marketing our own services and updating you with changes in the law. If you do not wish us to do this, you should let us know in writing. Your personal information will not be passed to any third parties.

##### 26. Professional Indemnity Insurance

All solicitors are required to carry a minimum £2 million worth of professional indemnity cover. Like many firms, we provide a much higher level of cover - £15 million. The territorial coverage of the policy is worldwide. Our insurers and their contact details are:

*C V Starr & Co Inc.  
30 Fenchurch Avenue  
London  
EC3M 5AD*

The firm's total aggregate liability, whether in contract, tort (including negligence), for breach of statutory duty, restitution or otherwise, arising under or in connection with each matter or any collateral matter (i.e. accompanying the principal matter and relating to the same subject-matter) shall be limited to £15 million - i.e. the limit of our insurance. This means that, in the unlikely event of any mistake by us, our liability is limited to the sum for which we are insured.

##### 27. Equality and Diversity

Warners are committed to promoting equality and diversity in all of its dealings with clients, third parties and employees and are required to produce a written Equality and Diversity Policy. Please contact us if you would like us to send you a copy of this Policy.

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