

This leaflet is to help you to understand the basis on which we act for you. Please let us know if any of it is unclear to you.

In these terms of business, the terms “we”, “us”, “our” and “Warners” are, where the context requires, used to refer to Warners Law LLP, a limited liability partnership (registration number OC320151) whose registered office is at Bank House, Bank Street, Tonbridge, Kent TN9 1BL. Our SRA Number is 00446201. Our VAT Number is GB 209841457.

## 1. Client Care

You will be nominated a “Primary Contact” who, if not the person carrying out work on your current matter, you can contact at any time. Your Primary Contact has overall responsibility for managing your relationship with us.

We believe that good communication with our clients is very important and we will endeavour to keep you up to date as your matter progresses. We do expect you to provide us with clear, timely and accurate instructions. If you delay, it may cause a delay to the progression of your matter and may also increase your costs.

Unless specifically agreed with you in writing, we will not provide you with any tax, financial or accountancy advice in relation to your matter. If you receive any advice or recommendation from a third party adviser that may have a bearing on a matter we are handling for you, you must ensure that such advice is communicated to us in writing as soon as possible.

## 2. Costs / Estimates / Billing

### 2.1 Fee calculations

All legal charges are made up of three main elements: our costs, expenses paid on your behalf and VAT.

All time spent by anyone working on your matter is recorded on computer and charged in six minute units at an hourly rate based on the experience of the person doing your work. This hourly rate applies to all work done on your behalf including drafting documents, attending meetings and court, telephone calls, reading and drafting letters and emails and meeting notes, taking statements from witnesses and any travel time. The hourly rate of the people who will be working on your matter will be notified to you in our Letter of Engagement, as will an estimate of the likely cost where possible.

Our hourly rates are reviewed from time to time and you will be notified of any change in those rates.

Some of our work may involve a value element. If this applies to you it will be mentioned in the Letter of Engagement. This is in accordance with Solicitors Regulation Authority recommendations.

### 2.2 Estimates

It is sometimes difficult to say in advance how long a matter will take, or what the total costs are likely to be, as it often depends on the response of third parties. However, we appreciate this is often an area of concern to clients, so we endeavour to provide an estimate of likely costs based on our forecast of the time we expect will be necessary to deal with your matter. It will be as accurate as possible based on the information available to us at the relevant time.

If extra time is necessary because of unexpected difficulties, or if for any other reason our original estimate is exceeded, we reserve the right to amend our estimate and you will be notified of this. If during the course of your matter you would like details of the costs incurred to date, we will be pleased to supply this to you.

### 2.3 Expenses and Payments on account

In addition to our own fees, we may also incur expenses on your behalf. These vary according to the type of work undertaken for you, but can include expenses such as search fees, court fees, counsel’s fees and travelling expenses.

It is our practice to ask you to make payment on account of some of the anticipated costs and expenses before we incur them for you. The payment will be held in our client account until the expenses are incurred and paid or until we deliver a bill to you. This sum is not an agreed fee or an estimate, but only a payment on account.

### 2.4 Interim Billing

We may submit interim invoices to you for work we have carried out at any time during a matter.

Interim invoices are typically submitted by us at fixed intervals, when the costs figure reaches a pre-determined amount or when the person handling your matter decides it would be appropriate to do so.

Unless expressed as a charge on account, an interim invoice will be a final bill for the work carried out for you during the period specified in the relevant invoice.

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

### 2.5 Settlement of Accounts

All of our invoices, including interim invoices, are subject to VAT at the prevailing rate and are payable on receipt of our invoice. If we do not receive payment we reserve the right to charge interest at the rate payable on judgement debts, currently 8%. We also reserve the right to recover from you any costs incurred in obtaining payment from you.

In the event of payment of an invoice not being made we reserve the right to decline to continue to act for you and carry out any further work. We are also entitled to retain any documents or papers in our possession until we receive payment in full.

Once an invoice has been delivered the collection is handled by our Accounts Department, who will, as a matter of course, send out statements of account and reminders to you. You should feel free to contact the person handling your matter in the first instance, or alternatively your Primary Contact or the Accounts Department, if you have any queries concerning an invoice.

If you wish to pay your invoice by a credit or debit card please contact our Accounts Department.

### 2.6 Interest

Clients’ money is held in our client account. We are obliged to pay interest at a fair and reasonable rate, but as holding of your funds is incidental to carrying out the legal work, the rate is unlikely to be as high as any rate you can obtain for yourself.

We have to ensure that client money is immediately available which affects interest rates. We align our interest rates to the amount paid on the Nat West Client Deposit Manager. This interest rate will change from time to time.

Where money is held on our general client account, interest is paid without deduction of income tax, so it is your responsibility to notify HMRC of interest received from us. We account to you for a sum in lieu of interest which is calculated on a daily basis on amounts held from the day the funds become cleared for interest payments.

Interest is calculated and credited quarterly, but is not paid where the interest is less than £20. Where money is held on a separate designated deposit account interest is usually paid gross.

### **2.7 Third Party Funding**

In the event that a third party has agreed to pay your legal costs, you remain liable to the full extent for payment of our fees, disbursements and expenses incurred in relation to the matter, regardless of any agreement you have with a third party as to payment.

We do not carry out Legal Aid work. If you believe that you may obtain funding from the Legal Aid Agency for your matter, you are responsible for investigating this before instructing us.

### **2.8 Sending and receiving funds**

When we send money to you, we will call you on a trusted telephone number (usually one taken from you at the outset of the matter) to confirm the payment before we send funds. The reason that we do this is to reduce the risk of fraud.

We will not put our bank details in an email to avoid the risk of the email being altered by a third party. In any event, before transferring funds to us, we recommend that you confirm the bank details in person or by telephone in order to minimise the possibility of fraud. Please note we will not change our account details during the course of the transaction. If you receive correspondence to advise that the details have changed please contact us by telephone immediately as the correspondence may be fraudulent.

### **2.9 Liability for your funds**

In the event of a banking collapse or similar event, our liability for money which we hold for you is limited to the amount payable under the Financial Services Compensation Scheme (FSC Scheme) which at present is subject to a limit of £85,000 per person per authorised bank or building society. If we have to make a claim to the FSC Scheme in respect of money held on your behalf, we will ask you for your consent at that time to disclose information about you to the FSC Scheme in order to help them identify clients and the amount to which they are entitled under the scheme.

The FSCS have provisions for the protection of temporary higher balances and we refer you to [www.fscs.org.uk](http://www.fscs.org.uk) for further information.

## **3. Termination**

You may end your instructions to us at any time, but we are entitled to retain all your papers and documents while there is still money owed to us. We may decide to stop acting for you only with good reason and we will give you reasonable notice of such decision. If you or we decide that we should stop acting for you, you will pay our charges to that point calculated on an hourly basis, as set out in our Letter of Engagement.

## **4. Complaints**

We are committed to high quality legal advice and client care. If you are unhappy about any aspect concerning the handling of your matter, please let us know and we will try to resolve your concerns. If you are still unhappy please contact your Primary Contact referred to in your Letter of Engagement.

If that does not resolve the issue, you should contact our Client Care Manager, Elizabeth Dolding. We have eight weeks to resolve any problems you have. Any complaint will be investigated thoroughly and we hope will be resolved. If it is not successfully resolved within the eight weeks, you may then ask the Legal Ombudsman to consider the complaint.

This normally needs to be done within six months of receiving a written response from us in relation to your complaint or within six years of the act or omission you are complaining of. If the act or omission or your awareness of the act or omission took place before 5 October 2010 then the complaint cannot be referred to the Legal Ombudsman. For further information you should contact them on 0300 555 0333 or via their website: [www.legalombudsman.org.uk](http://www.legalombudsman.org.uk)

There are alternative complaint bodies which are competent to deal with complaints about legal services, but we only agree to the matter being referred to the Legal Ombudsman.

You should also be aware that not all clients are entitled to have their complaint considered by the Legal Ombudsman as the service is only open to individuals, small businesses, charities, clubs and trusts. Please check the Legal Ombudsman's website for more information.

## **5. Regulations**

### **5.1 Anti Money Laundering**

To counter the risks of money laundering and terrorist financing, we are required to verify our clients' 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. shareholders, partners and beneficiaries under a trust) and any directors giving us instructions.

In order to comply with our obligations we may use an online service provider to carry out electronic identity verification. In many cases this avoids the need for you to supply documents to us. A small charge to cover the cost of carrying out such checks may be charged at our discretion. In addition to carrying out electronic identity verification, sometimes photographic evidence of identity, such as a passport, will still be required and you agree to supply such additional documentation promptly when requested. We may also require you to provide information and/or documents to verify the source of any funds.

Copies of reports and documents obtained must be retained in our records as required under the regulations (for at least 5 years). We are obliged to carry out such checks when first instructed on each new matter and, on occasions, during the course of your matter. Otherwise we cannot act for you. Our policy is to keep such reports and records for longer than the 5 year minimum; 15 years in paper form and indefinitely electronically although this is restricted (an encryption method) on closure of your file and we ask you to consent to this in our engagement letter. You can ask for such consent to be withdrawn at any time but please note that we may need to keep it for the purpose of legal proceedings (as permitted under the regulations).

### **5.2 Cash receipts**

We are unable to accept any cash payments exceeding £500 or to send money on your behalf to an unknown third party. We have the right to enquire as to the source of funds or refuse to receive it from a third party. We are also obliged by law 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 we are required under legislation (including Money Laundering Regulations and the Proceeds of Crime Act) to refrain from communicating with clients and progressing a matter, we accept no liability for the consequences of being prevented from doing so.

### **5.3 Cheques and Bank Transfers**

If any payment is made by cheque at least seven working days must be allowed for payment to clear before funds can be used. In certain cases therefore, payment by cheque may be inappropriate. If you send money by BACS bank transfer, please ensure that you use your client reference which you can find at the top of the Letter of Engagement. Failure to do so may cause delays in funds being allocated to your matter and may ultimately result in funds being returned to you, causing a delay to the progression of your matter.

#### 5.4 Cooling Off

If you deal with us as an individual rather than as a business then the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 may apply. Please see our Letter of Engagement for further information. Your continuing instructions will amount to acceptance of our terms.

#### 5.5 Data Protection

We use the information you provide us with primarily for the provision of legal services to you but we may also use it to comply with legal obligations and for our legitimate interests to develop our services and grow our business including analysis for managing our firm and marketing our services to you. Our use of personal data is explained in more detail in our privacy notices accessible on our website. You always have the right to opt-out of receiving marketing materials by contacting [dataprotection@warners.law](mailto:dataprotection@warners.law).

#### 5.6 Facilitation of Tax Evasion

Under the Criminal Finances Act 2017, a firm of solicitors that fails to take reasonable measures to prevent the facilitation of tax evasion is guilty of a criminal offence, and we therefore have a policy of zero tolerance towards tax evasion and the facilitation of tax evasion.

### 6. Other Information

#### 6.1 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 strong rooms. However, we reserve the right to review this policy from time to time and will notify you in writing of any changes.

#### 6.2 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 third parties.

#### 6.3 Financial Services/ Insurance Mediation

Warners is 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. The register can be accessed via the Financial Conduct Authority website at [www.FCA.org.uk/register](http://www.FCA.org.uk/register)

The Law Society is a designated professional body for the purposes of the Financial Services and Markets Act 2000.

#### 6.4 Standards and Regulations 2019

The standards expected of solicitors and firms are contained in the Solicitors Regulation Authority's Standards and Regulations 2019. These are available on the SRA's website: [www.sra.org](http://www.sra.org),

#### 6.5 Professional Indemnity Insurance

We are required to carry a minimum £3 million worth of professional indemnity cover. However, we provide a much higher level of insurance cover of £15 million. The territorial coverage of the policy is worldwide. Our insurers and their contact details are:

*Starr International (Europe) Limited*  
30 Fenchurch Street  
London  
EC3M 5AD

#### 6.6 Limit of our liability

***We should draw your attention to the following in particular.***

Our total aggregate liability, whether in contract or 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.

#### 6.7 Claims against individuals

You agree that you will not bring any claim in respect of or in connection with your matter against any member (partner) or employee of Warners Law LLP personally, but this will not limit or exclude the liability of Warners Law LLP for the acts or omissions of its members and employees.

#### 6.8 Equality and Diversity

We are committed to promoting equality and diversity in all of our dealings with clients, third parties and employees. A copy of our Equality and Diversity Policy is available on request.