

## TERMS AND CONDITIONS OF BUSINESS

### 1 Introduction

These Terms and Conditions of Business, (including any documents accessible via links from this document), our Welcome Letter, our Price Proposal and any Conditional Fee Agreement (“**Terms**”) apply to any services provided to you by Mayo Wynne Baxter LLP (“**LLP**”). References in these Terms to “**we**”, “**us**” or “**our**” are references to the LLP. You agree the Terms constitute the entire agreement between you and us and you have not relied on any statement, promise, representation, assurance or warranty made or given by or on behalf of LLP which is not set out in the Terms.

These Terms supersede any earlier terms of business we may have provided you. We would ask you to sign the Confirmation of Instructions Form to indicate your agreement to the Terms. In any event, your continuing instructions will amount to acceptance of the Terms.

### 2 Liability

- a. Your contract is with Mayo Wynne Baxter LLP which is a limited liability partnership registered in England and Wales under registration number OC325661 under the Limited Liability Partnerships Act 2000. The registered office is 3 Bell Lane, Lewes, East Sussex, BN7 1JU. Email [enquiries@mayowynnebaxter.co.uk](mailto:enquiries@mayowynnebaxter.co.uk)
- b. There is no contract between you and any member, employee or consultant of the LLP (whether described as a Partner or otherwise).
- c. You agree that you will not bring (and hereby waive) any claim against any member, employee or consultant of the LLP in respect of any loss that you or any person or company associated with you suffer, in connection with any advice given to you or other work done for you. Accordingly, any claim that you wish to make can only be made against the LLP and not against a member, employee or consultant of the LLP.
- d. Each member, employee and consultant of the LLP shall be entitled to the benefit of these provisions under the Contracts (Rights of Third Parties) Act 1999, but the LLP’s contract with you may be varied from time to time or terminated without the consent of any such person.
- e. If you claim compensation from us as specified below, our liability will be limited to a total amount of £15 million.
- f. We will only be liable for matters on which you have sought our advice during the period you instruct us.
- g. We hold professional Liability Insurance to cover advice rendered and transactions conducted in accordance with English Law. The name and address of our Professional Liability Insurers is on our website at [www.mayowynnebaxter.co.uk/about/pii](http://www.mayowynnebaxter.co.uk/about/pii) or can be provided on request.
- h. We accept no liability to any third party to whom our advice is published. Except as set out above, no provision of our contract with you is intended to be enforceable pursuant to the Contracts (Rights of Third Parties) Act 1999. Accordingly, no third party shall have any right to enforce or rely upon any provision of our contract with you.
- i. We will not be liable to you if we are unable to provide services, or the provision of our services is delayed, as a result of any cause beyond our reasonable control. In the event of any such occurrence affecting us, we will notify you as soon as reasonably practicable.
- j. Our contract is with the individual(s), limited liability company, limited liability partnership or other legal entity set out in our Welcome Letter. However when we accept instructions from a limited liability company, limited liability partnership or other legal entity we may require a third party such as a Director, Member and/or controlling shareholder to provide a personal guarantee in respect of our charges and expenses. If so, an additional personal guarantee form will be sent as appropriate in respect of the matter concerned and no contract for the provision of services is entered into until we have received the duly executed guarantee.

Nothing in these Terms limits our liability in respect of:

- death or personal injury caused by our negligence or that of our employees or agents.
- our fraud or our reckless disregard for our professional obligations or that of our employees or agents.

### 3 Our Charges and Timescale

- a. Our charges may be calculated by reference to the time actually spent by the LLP on work carried out on your behalf as well as the factors referred to in condition 3c. below. Time spent will include, amongst other things, meetings with you and others relevant to your matter, reading and working on documents, e-mails, making and receiving telephone calls, correspondence, time spent on travelling, and other work required.
- b. The length of time that we anticipate it will take to deal with your matter will be set out in the Price Proposal or otherwise in writing.
- c. We record time spent on your matter. The current hourly rates which we apply are set out in the Price Proposal or otherwise in writing. These rates will not be changed without informing you. In addition to time spent, we may take into account other factors that affect the amount charged to you, such as the complexity of the matter, the amount or value of the transaction, and any special priority or urgency that is involved.  
Where our charges reflect any of these factors we will explain this to you.
- d. Where a fixed fee has been agreed, we will only deviate from it if the nature of the transaction changes and upon prior notice to you. In the event that a fixed fee has been agreed but the matter does not proceed to

a conclusion, our fees will be charged at the hourly rate stated on the insert together with any outstanding disbursements.

- e. When dealing with administration of estates our hourly rate may be increased by a percentage of the gross value of the estate, as detailed in the initial documents sent to you.
- f. We will give you an estimate of fees at the outset and if it needs to be revised during a matter we will tell you. An estimate is only an estimate and, though given in good faith, no estimate given by us is fixed or binding.

#### **4 Invoicing and Payment Arrangements**

- a. We will agree with you, and confirm in the Price Proposal or otherwise in writing, how and when we will invoice and be paid for the work carried out on your behalf.
- b. If we accept instructions from more than one person, each person will be liable for the entire amount of our fees and expenses.
- c. We may ask for money on account of fees and expenses to be incurred, which we will use to pay our fees and those expenses as they arise.
- d. If we send you an invoice for our fees or for expenses, and there is insufficient money held to your credit in our client account to discharge such fees, we will require payment of the balance of the invoice within 28 days.
- e. If an invoice balance remains outstanding for more than 28 days, we may cease acting for you, and will be entitled to charge interest at the rate set by the Judgment Debts (Rates of Interest) Order 1993.
- f. We are able to accept standing order payments for payments on account, and we accept most major debit and credit cards.
- g. If we owe you money and you ask that it be sent by bank transfer rather than cheque, we may raise a charge that will be notified to you.
- h. We do not accept cash payments in excess of £500.
- i. In some types of matter, primarily Litigation cases, special funding arrangements may apply. For example:
  - You may be able to recover some of your fees from the other party.
  - You may be able to have your fees (and/or the fees of the other party) paid by an insurer under an insurance policy you already have, or one that can be purchased.
  - We may be able to offer you a Conditional Fee Agreement, which means we only receive fees if your case is successful, or a Discounted Fee Agreement, whereby you pay us a higher fee if your case is successful.
  - If your case is unsuccessful, or you do not accept a reasonable settlement offer, you may be required to pay the other party's fees and expenses.

The law relating to such funding is complex, and will be explained to you in detail if appropriate to your matter.

#### **5 Banking arrangements and interest**

- a. **Client bank account** – Money that you pay to us which is not immediately used to pay our fees or expenses to others will be placed on our client account which is held with Barclays Bank. If we are holding money on your behalf in our client account, it will count towards the per person limit applicable under the Deposit Guarantee Scheme and may therefore affect your potential compensation under that scheme if you hold deposits with that bank separately.
- b. **Client account interest** - As part of carrying out your instructions to us, we may need to hold your money in our client account. In holding client's money, we have an obligation to pay interest on that money at a fair and reasonable rate. Our policy on interest paid can be viewed at <http://www.mayowynnebaxter.co.uk/about/interest-policy>

#### **6. Your Matter Data**

We are entitled to keep all your papers, electronic files and documents if there is money owing to us in respect of our fees, expenses and VAT. This is known as a lien. Once these charges have been paid we will return to you any original documents or personal papers that you lodged with us during the conduct of the case. Our own matter data will be stored for a minimum of six years and may subsequently be destroyed or anonymised. If you have any objection to these arrangements or need more information please contact us.

#### **7. Termination**

We are not obliged to accept instructions on any new matter, but if we have accepted instructions to act, we may only stop acting for you for good reason and upon giving you reasonable notice. Subject to any separate agreement we may have made with you (for example, in a Conditional Fee Agreement), you may terminate your instructions to us in writing at any time.

#### **8. Email Policy**

If it is available and unless you tell us otherwise, we may communicate with you and others involved in your matter by email with or without attachments. Whilst we take every reasonable precaution, email, as with other systems of communication, cannot be guaranteed to be secure.

Although we maintain sophisticated virus detection systems we cannot guarantee against viruses and so, any attachment sent or received by you and sent by us should be scanned with your own up-to-date virus detection software. We are not responsible for any loss or damage caused to a client's computer, other hardware or software, resulting from a transmission sent by us.

## **9. Cancellation Rights**

Under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 for some consumer instructions, you may have the right to withdraw your instructions for us to act, within 14 days of instructing us without giving a reason. If you requested us to begin to act during the cancellation period, you are liable to pay us an amount in proportion to what has been performed until you have communicated to us your cancellation from the contract, in comparison with the full coverage of the contract. By returning the signed Confirmation of Instructions Form or by providing any instructions to proceed with the matter, you confirm you are requesting us to act during the cancellation period, unless you expressly inform us that you do not wish us to act during that period.

To exercise the right to cancel, you must inform us of your decision by a clear written statement. You may use the cancellation form attached to the Confirmation of Instructions Form, but it is not obligatory.

## **10. Insurance Mediation and Regulation**

This firm is not authorised by the Financial Conduct Authority. We are able in certain circumstances to offer a limited range of investment services because we are authorised and regulated by the Solicitors Regulation Authority. We are included on the register maintained by the Financial Conduct Authority so that we can carry on insurance mediation activities, 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, and the Legal Ombudsman. The register can be accessed via the Financial Conduct Authority website at [www.the-fca.org.uk](http://www.the-fca.org.uk).

Sometimes conveyancing, probate and company work involves investments. We are not authorised by the Financial Conduct Authority to advise on investments but we can refer you to an Independent Financial Advisor who is authorised to provide any necessary advice.

## **11. What you can do if dissatisfied**

We always strive to provide a high quality service. If, however, you have any queries or concerns about our work, please raise them initially with the person who is actually looking after your case. If that does not resolve the problem, please contact the Client Service Department at 3 Bell Lane, Lewes, East Sussex, BN7 1JU. Telephone: 01273 407455. Email: [clientservice@mayowynnebaxter.co.uk](mailto:clientservice@mayowynnebaxter.co.uk)

Our full Complaints Procedure is available at [www.mayowynnebaxter.co.uk/about/client-service/complaints-procedure](http://www.mayowynnebaxter.co.uk/about/client-service/complaints-procedure). Complaints can include concerns regarding the firm's charges and/or any invoice which you have received.

There may also be a right to object to a bill by applying to the Court for an assessment of the bill under Part III of the Solicitors Act 1974. The Legal Ombudsman may not deal with a complaint about a bill if you have applied to Court for the assessment of that bill.

In the very unlikely event that you are still dissatisfied after investigation of your concerns by us, you can make a formal complaint to the Legal Ombudsman. Their address is PO Box 6806 Wolverhampton WV1 9WJ. Phone: 0300 555 0333, Website [www.legalombudsman.org.uk](http://www.legalombudsman.org.uk). Complaints to the Legal Ombudsman should normally be made within six years of the event complained of, or within three years of your becoming aware of the problem, and in any event within six months of receipt of our substantive response to your complaint.

You will not be charged, either by this firm, or by the Legal Ombudsman, for investigation of a complaint.

The European Commission has established an ODR platform that will allow consumers who have a complaint about a product or service bought online to submit the complaint via an online complaint form to a trader based in another EU member state. For details of this platform please visit <http://ec.europa.eu/consumers/odr/>

## **12. Money Laundering Regulations**

Strict duties have been imposed upon us by the Money Laundering Regulations 2017, the Criminal Finances Act 2017 and the Proceeds of Crime Act 2002. As a result we are required to obtain and retain evidence of identity from all clients, even if you have been a client for some time. We also carry out online identity verification checks using a third party to search external databases, such as the electoral register or records held by a credit reference agency. Furthermore, we will be committing a criminal offence if we fail to report to the National Crime Agency that we know or suspect, or have reasonable grounds to know or suspect that you (or somebody else we learn about in the conduct of your case) are laundering the proceeds of criminal conduct. This might include, for example, earnings not reported to HM Customs and Revenue or state benefits wrongly obtained.

We are required to report our suspicions without telling you or anybody else that we have done so. If we report you we may not be allowed to carry out any further work until the authorities allow this and we are not allowed to explain to you or anybody else whether we have reported you or why we have done so. We will not be allowed to explain why work has stopped. We may need to enquire into the source of payments made to us. We will not accept cash payments of more than £500, nor can cash in excess of this sum be paid directly into our bank account.

You agree that we will not be liable for any loss or damage arising out of the firm's compliance with any statutory or regulatory requirement.

### **13. Mortgage Fraud**

If we are instructed on a purchase and we are also acting for your proposed lender, we have a duty to reveal to your lender all relevant facts about the purchase and the mortgage. This includes any differences between your mortgage application and information we receive during the transaction, any cash back payments or discount schemes that a seller is giving to you, and other information which may be requested by the lender.

### **14. Data Protection**

All information that we hold concerning you as an individual will be held and processed by the firm strictly in accordance with the provisions of the General Data Protection Regulation (GDPR) and the Data Protection Act 2018. Such data will be used by us to provide you with legal services and for related purposes, and, if you agree, to inform you about the firm's other services and events.

Full details of our use of your data and your rights in relation to it are set out in our Privacy Policy, which can be accessed here <http://www.mayowynnebaxter.co.uk/detailed-privacy-policy>

### **15. Confidentiality**

- a. The information you provide to us is confidential and will not be disclosed save as mentioned in our Privacy Policy. Exceptionally, we may be required by Court Order to disclose information that would otherwise be confidential or privileged, for example where a Judge believes the information is relevant to a Court action and that consent to disclosure may not be forthcoming.
- b. The advice we provide to you is for your use as our client and is confidential. In some circumstances it may be privileged, which can protect you from needing to disclose it. It should not be disclosed to a third party without our advice or consent.

### **16. Governing Law and Jurisdiction**

These Terms and any dispute or claim arising out of or in connection with them (including non-contractual disputes or claims) shall be governed by the law of England and Wales and the Courts of England and Wales shall have exclusive jurisdiction.

**Mayo Wynne Baxter LLP is authorised and regulated by the Solicitors Regulation Authority. The SRA registration number is: 462206.**

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**20 October 2018**