

## Attwells Solicitors LLP - Terms and conditions

<b>The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 ("the Regulations")</b>	
Your rights under the 2013 regulations are as shown in the box ticked below.	
This is an 'on-premises' contract and the required information is contained in your engagement letter and these terms and conditions.	
This is a 'distance-selling' contract. In addition to the information contained in the engagement letter and these terms and conditions please also see the commencement and cancellation forms which have been appended to this document. Please note that we will be unable to commence work on your instructions until we have received your signed engagement letter and these terms and conditions form or until the expiry of the 14-day period.	Forms attached
This is an 'off-premises' contract. In addition to the information contained in the engagement letter and these terms and conditions please also see the Right to Cancel Notice and the Cancellation Form which have been attached to the terms and conditions. Please note that we will be unable to commence work on your instructions until we have received signed engagement letter and these terms and conditions or until the expiry of the 14-day period. If you have not already signed the engagement letter and these terms and conditions do so.	Forms attached

### 1. TERMS AND CONDITIONS

1.1 Attwells Solicitors LLP is a limited liability partnership registered in England and Wales under registered number OC327266 and VAT registration number 911 2527 59 ("Attwells").

1.2 Unless otherwise agreed, these are the Terms and Condition which will apply to the services that we provide to you as our client in relation to any matter on this you retain us.

1.3 When you instruct us to advise you on a new matter we shall normally send you a letter ("Engagement Letter") confirming your instructions, except where the instructions

constitute repeat business. The terms of that letter and these Terms and Conditions will be incorporated in the contract between us (the "Retainer") for that matter.

1.4 References in this document and in our Engagement Letter to "we", "our", "the Firm" and "us" are references to Attwells. Reference to 'you' is to our client as identified in our Engagement Letter.

1.5 The contract between you and us for the provision of any services by us shall comprise (1) the Engagement Letter sent to you by us in relation to any specific matter together with any written variations thereto; and (2) these Terms and Conditions (together on as "the Contract"). In the event of any conflict between any Engagement Letter and these Terms and Conditions, the Engagement Letter shall prevail.

1.6 We shall normally indicate in the Engagement Letter, or separately in writing, the person or persons who are to be our clients for that matter.

## **2. OUR GOAL**

2.1 We aim to offer our clients quality legal advice with a personal service at a fair cost. As a start, we hope you find it helpful for us to set out here the basis on which we will provide our professional services to you.

## **3. COMMUNICATING WITH YOU**

3.1 Our normal office opening hours are 9am to 5.30pm Monday-Friday, excluding bank holidays (appointments can be arranged at other times).

**Telephone:** Messages can be left on the answerphone outside normal office opening hours. Your file handler may also be able to give you a direct dial number so that you can leave a message on their personal Voicemail facility when they are on another call, engaged with another client, or away from their desk.

**E-mail and fax:** Unless you withdraw consent, we will communicate with you and others when appropriate by e-mail or fax, but we cannot be responsible for the security of correspondence and documents sent by e-mail or fax, nor can we accept responsibility for computer-generated viruses.

**On Line:** We may also communicate with you via our website.

3.2 Our contact details are: Attwells Solicitors LLP, Sun Buildings, 35-37 Princes Street, Ipswich IP1 1PU. Telephone: 01473 746000. Fax: 01473 219939. E Mail: [info@attwells.com](mailto:info@attwells.com)

## **4. SERVICE QUALITY AND RESPONSIBILITIES**

### **4.1 Our Service Quality**

We will:

- Review your matter and update you in writing with progress on your matter regularly;
- Communicate with you in plain language;
- Explain to you by telephone or in writing the legal work required as your matter progresses;
- Update you on the cost of your matter at regular intervals if it is chargeable on an hourly basis;
- Keep you regularly informed of progress or, if there is none, when you are next likely to hear from us;
- Deal with your queries promptly, (e.g. we will always try to return your phone calls the same day);
- Update you on whether the likely outcomes still justify the likely costs and risks associated with your matter whenever there is a material change in circumstances;
- Update you on the likely timescales for each stage of this matter and any important changes in those estimates;
- Continue to review whether there are alternative methods by which your matter can be funded;

- Advise you of any changes in the law.

#### 4.2 Scope of Attwells' Responsibility

- We shall provide legal advice and services to you with reasonable skill and care. However, the nature of many types of legal work is such that it is not possible to guarantee a particular outcome.
- We advise only on English law.
- We will advise you of any circumstances and risks of which we are aware or consider to be reasonably foreseeable that could affect the outcome of your matter.
- We do not advise on financial, investment, surveying, valuation, commercial viability, trading, or marketing issues. We only advise on tax when we have expressly agreed in writing to do so.
- We are not qualified either as accountants or as surveyors and the interpretation of financial information or environmental surveying information should be undertaken on your behalf by specialist advisers qualified to render such advice.
- The advice we give is confidential and for your sole use. We do not accept responsibility to any third party who is not our client for the advice we give to you.
- Unless otherwise agreed, the advice we give and the documents we prepare are for use only in connection with the specific matter on which we are instructed and state or comply with the law as in force at the relevant time.
- We rely on you for the accuracy of the information and documentation that you provide to us. We shall not be liable for errors or losses which arise as a result of false, misleading or incomplete information or documentation or which result from any act, delay or omission by you or by any third party.
- When a matter has been completed, we shall report the outcomes and explain any further action which needs to be taken. Our Retainer in regard to that matter will then come to an end.
- 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 (such as Terms and Conditions and particulars of employment) should be reviewed frequently. Unless we agree otherwise in writing, we shall not be responsible for advising you of any important or critical 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).

#### 4.3 Responsibilities

You will:

- Co-operate with us at all time;
- Provide us with clear, timely and accurate instructions, detailing your objectives and you will deal with all queries in a prompt manner;
- Provide all documentation required to complete our work in a timely manner;
- Safeguard any documents which are likely to be required during the conduct of the matter;
- In contentious matters, cooperate with experts and attend Court or Tribunal hearings;
- Notify us immediately if you become aware of any conflict of interest or any other reason which you believe may restrict or prevent us in acting for you or any third party;

- If you are a company, we shall be entitled to assume that these terms are accepted by all directors and authorised officers of the company.

You will not:

- Ask us to work in an improper or unreasonably way; or
- Deliberately mislead us.

## **5. CONFLICT OF INTERESTS**

5.1 It is our practice to check for any conflict of interests before taking on engagements. We provide a variety of legal services to clients and cannot be certain that we will identify all situations where there may be a conflict with your interest. Please notify us promptly of any potential conflict affecting our appointment of which you are, or become aware.

## **6. CHARGES AND EXPENSES**

6.1 Unless we agree a fixed fee with you, our charges will be based on the time spent by our legal staff in respect of any work which they do on your behalf. This will include meetings with you and others, telephone calls, reading and working on papers, correspondence, including e-mails, preparation of any detailed costs calculations, and time spent travelling away from the office when this is necessary.

- Routine letters and telephone calls made and received are charged as units of 1/10th of an hour (6 minutes). Other letters, faxes, e-mails and telephone calls will be charge on an actual time basis.
- The fee earner who is conducting your matter will tell you their hourly rate in the Engagement Letter.
- Unless otherwise indicated, all quotations, fee estimates, bills and expenses are subject to VAT at the current rate, presently 20%.

6.2 We usually review our charges annually to reflect increases in overhead costs. We will inform you of any such increases.

6.3 In addition to the time spent, we may take into account a number of factors including, any need to carry out work outside our normal office hours, the complexity of the issues, the speed at which action has to be taken, any particular expertise or specialist knowledge which the matter requires. In particular, in property transactions, in the administration of estates and in matters involving a substantial financial value or benefit to a client, a charge reflecting, for example, the price of the property, the size of the estate, or the value of the financial benefit may be considered. Where a charge reflecting any value, element is to be added we will explain this to you. Unless you are told otherwise, you can assume that these factors are not relevant to your matter.

6.4 Solicitors have to pay various other expenses, known as disbursements, on behalf of clients, ranging from Land or Probate Registry fees, to court fees, experts' fees and so on. We have no obligation to make such payments unless you have provided us with the funds for that purposes. VAT is payable on certain expenses.

## **Abortive Matters**

6.5 If for any reason a matter does not proceed to completion, unless otherwise agreed in the Engagement Letter, we will charge you work for undertaken and expenses incurred.

6.6 Where we have agreed a fixed fee with you, unless otherwise agreed in the Engagement Letter, we will base our charges on the time that we have spent on the matter, at the hourly rate of the fee earner(s) involved in its conduct, but the amount charged will not exceed the agreed fixed fee. We will also charge for any expenses that have been incurred during the conduct of the matter.

## **Funding for disputes**

6.7 Where appropriate we will discuss how to fund your case, including eligibility for Legal Aid. If, at any time during the conduct of your matter, you wish to be considered or reconsidered for Legal Aid because your circumstances have changed please notify the person dealing with your matter. Attwells does not undertake Legal Aid work.

6.8 You should always check to see whether you qualify for any legal assistance, for instance, under a home or vehicle insurance policy, or with union membership.

## **Other parties' charges and expenses**

6.9 In some cases and transactions a client may be entitled to payment of costs by some other person. It is important that you understand that, in such circumstances, the other person may not be required to pay all the charges and expenses which you incur with us. You have to pay our charges and expenses in the first place and any amounts which can be recovered will be a contribution towards them. If the other party is in receipt of Legal Aid, no costs are likely to be recovered.

6.10 If you are successful and a Court orders another party to pay some or all of your charges and expenses, interest that has accrued can be claimed from the other party from the date of the Court Order. We will account to you for such interest to the extent that you have paid our charges or expenses on account, but we are entitled to the rest of that interest.

6.11 You will be responsible for paying the charges and expenses that we incur in seeking to recover any costs that the Court orders the other party to pay to you.

6.12 A client who is unsuccessful in a Court case may be ordered to pay the other party's legal charges and expenses in addition to their own legal charges and expenses. Arrangements can be made to take out insurance to cover liability for such legal expenses. Please discuss this with us if you are interested in this possibility.

## **7. PAYMENT ARRANGEMENTS**

### **7.1**

- Property transactions. We will normally send you our bill following the exchange of contracts. Payment is required before completion on a purchase, and at completion on a

sale (we will usually deduct our fees and expenses from the sale proceeds). If completion of a sale or purchase is greater than the usual 28 days then Attwells require payment of its fees on exchange of contracts.

- Administration of estates. We will normally submit interim bills at regular stages during the administration, starting with the obtaining of a Grant of Probate and then usually at 3 monthly intervals thereafter. The final account will be prepared when the Estate Accounts are ready for approval.
- Other cases or transactions. It is normal practice to ask clients to pay sums of money from time to time on account of the charges and expenses which are expected in the following weeks or months. Interim bills are generally issued at 2-month intervals. We find that this helps clients in budgeting for costs as well as keeping them informed of the legal expenses which are being incurred. If such requests are not met with prompt payment, delay in the progress of a case may result. In the unlikely event of any bill or request for payment not being met, we reserve the right to stop acting for you further.

7.2 Attwells is entitled to retain your file i.e. exercise a lien over your papers, whilst our costs remain unpaid.

7.3 Except in the case of property transactions where payment is due as set out above, payment in all other cases is due to us within 14 days of our sending you a bill. If payment is not received within one month, then interest will be charged on a daily basis at the same rate of interest which is allowed in the County Court for Judgment debts.

#### **Credit Limits for Clients**

7.4 When accepting instructions to act on behalf of any client the Firm reserves the right to impose a global credit limit for work in progress and disbursements incurred in respect of that client's combined instructions to us.

7.5 Such credit limit will be agreed with the client beforehand, and an interim bill will be submitted for payment when that global limit is reached. The credit limit may be reviewed from time to time at our discretion.

#### **Stamp Duty Land Tax (SDLT)**

7.6 We will normally submit any SDLT returns electronically on your behalf, and signing these Terms and Condition is your authority for us to do so. Please note the following:

- We will complete the return as accurately as we can, relying on information provided by you and information received during the course of the transaction, but you are ultimately responsible for the accuracy of the return and the information contained in it;
- Although we will be acting as your "tax agent", this will not constitute an agent/principal relationship, so we will not have any corresponding liability unless we cause an error to be made on the return;
- HMRC may enquire into your transaction(s) even after the issue of a certificate. If we are required to assist with an enquiry we reserve the right to charge fees for that further work;
- If such an enquiry takes place, you may be liable for any shortfall in SDLT identified by that enquiry.

## **8. LIABILITY**

Despite our best efforts Attwells may make a mistake, by which the Firm means any breach of its duties to you. If Attwells does, and is liable to compensate you, you agree that its liability is limited in the following respects:

- It is the LLP that is liable, not an individual partner or member of staff, you agree to make no claim against an individual except for fraud;
- Attwells maximum liability for any mistake (except for fraud) is £3 million (unless a different amount is agreed with you);
- The £3 million limit applies whether the mistake affects just one piece of work Attwells does for you or several, so long as it is the same or a similar mistake;
- For the purpose of the £3 million limit, more than one mistake on a matter or transaction is considered as one mistake;
- Attwells is liable for less that it directly causes and for any indirect or consequential loss or loss of anticipated profit or other benefit where that total liability does not exceed £3 million. Otherwise the Firm has no liability for any indirect or consequential loss or loss of anticipated profit or other benefit;
- The Firm is not liable to the extent that its mistake results from something you do or fail to do (such as giving Attwells the wrong information, or not giving Attwells information at the time Attwells asks for it);
- If others are also responsible for your loss, the Firm's liability is limited to its fair share, whether or not you are able to recover the rest from the others.

These limits apply to the extent that they are permitted by law. Attwells cannot, for example, avoid full liability if our mistake causes death or personal injury.

If Attwells thinks it has made a mistake Attwells has no liability for any breach of its duties unless you let Attwells know in writing about the mistake within 24 months of becoming aware of it, and start any legal proceedings about it within 12 months of given Attwells that written notice.

## **9. INTEREST**

9.1 Any money received on your behalf will be held in our Client Account. Subject to certain minimum amounts and periods of time set out in the Solicitors' Regulation Authority Accounts Rules 2011, interest will be calculated and paid to you at 2% below base rate. The period for which interest will be paid will normally run from the date on which we receive cleared funds until the date we issue a cheque from our Client Account. Interest will be paid to you gross; it will be your responsibility to account to the Inland Revenue for tax due on this money.

9.2 If you are obtaining or borrowing funds from a lender in a property transaction, we will usually ask your lender to telegraph funds to us the day before completion. This is to ensure that the funds are available in good time. Please be aware that your lender may charge interest from the date of funds release (or from the date of issue of any loan cheque).

## **10. PRIVACY AND CONFIDENTIALITY**

10.1 We respect your right to privacy and confidentiality, but would ask you to note the following:

### **File Inspections**

As Attwells holds or intends to hold the Lexcel accreditation (the quality standard of the Law Society) and other quality accreditations we are subject to periodic checks by outside assessors. This could

mean that your file is selected for checking, in which case we would need your consent for inspection to occur. All inspections are, of course, conducted in the strictest confidence. If you prefer to withhold consent, work on your file will not be affected in any way. Since very few of our clients' object to this, we will assume that we have your consent unless you notify us to the contrary.

### **Data Protection**

The Data Protection Act 1988 requires us to advise you that your particulars are held on our database. We may, from time to time, use these details to send you information which we think might be of interest to you.

Should you not wish to receive this information please advise us accordingly. Please note that in probate matters we will assume you have given your consent for us to provide a list of the deceased's assets to the appropriate authority if required by the Social Security Administration Act.

### **Third parties**

It may sometimes be necessary to discuss your matter with one of your nominated advisers such as your accountant, bank manager, estate agent etc. If we have arranged funding or insurance for your matter on your behalf then we may also need to supply basic details about you to the nominated funder or insurance company in order to satisfy their requirements; and may also be asked by them to allow them to view your file for audit purposes. If we have handled a compensation claim for you, we may also need to send your file to specialist Costs draftsmen. If you do not want us to discuss your matter or provide any details about you or show your file without first consulting you, then please let us know.

### **Mortgage Lenders**

Where we act on a property purchase for you, and you are obtaining a mortgage, we will usually be instructed to act on behalf of the mortgage lender as well as for you. Although we owe you a duty of confidentiality, we will also owe a duty to the lender to disclose any information material to their lending decision (examples include – a change/discrepancy in the purchase price; incentives, allowances or discounts, including cash back, fittings and payment of legal fees; deposit being paid by a third party; direct payments being made by buyer to seller etc). By signing these Terms and Conditions you authorise us to disclose to your intended lender any relevant information which arises during the transaction, and which might affect the lender's decision to lend.

### **Money laundering**

Solicitors are under a professional and legal obligation to keep the affairs of clients confidential. This obligation, however, is subject to a statutory exception: recent legislation on money laundering and terrorist financing has placed solicitors under a legal duty in certain circumstances to disclose information to the National Crime Agency. Where a solicitor knows or suspects that a transaction on behalf of a client involves money laundering, the solicitor may be required to make a money laundering disclosure. If this happens, we may not be able to inform you that a disclosure has been made or of the reasons for it because the law prohibits "tipping-off". See below for further details.

## **11. IDENTIFICATION AND DISCLOSURE**

### **Money Laundering**

11.1 In all client matters (except litigation and Will drafting), we are required under the Money Laundering Regulations 2007 to identify and verify the identities of our clients and, in certain



circumstances, other persons such as directors or beneficial owners, and to keep that information updated. You agree that we may make checks using online electronic verification systems or other databases as we may decide. If our electronic or other checks fail to provide and verify satisfactory identification, we may request documentary evidence of identity from you and any other persons involved in your matter whose identity we are required to obtain and verify.

11.2 We are also required under the Proceeds of Crime Act 2002 as amended and related legislation, to report to official agencies any information that may come to our attention whilst dealing with a matter on your behalf, and which gives rise to money laundering or terrorist financing concerns. We may be prohibited from notifying you of any report we may have to make, or from either confirming or denying that a report has been made.

11.3 If we make a report to the National Crime Agency (NCA) or similar authority, we may be prohibited from continuing with your work while the authorities undertake their own investigations; and we may be ordered to stop your work altogether.

11.4 You agree to reimburse us for any costs we reasonably incur in complying with any disclosure requirement referred to above.

11.5 We will not be liable for loss, damage or delay arising out of the firm's compliance with any statutory or regulatory requirements.

11.6 We are entitled to refuse to act for you if you fail to supply appropriate proof of identity for yourself, for any principal whom you may represent, or for any other persons involved in your matter whose identities we are required to obtain and verify.

#### **General Disclosure (Property Matters)**

11.7 Solicitors are not allowed to disclose information about a client's affairs without the client's authority. By signing these Terms and Conditions and returning them to us, you authorise us to disclose to the other parties in the transaction and, if applicable, to all other parties in the chain of transactions, together with their agents and advisers, all information which we have in relation to your involvement in the transaction, including any related sale or mortgage and other financial arrangements, and preferences with regard to dates for exchange and completion. You may withdraw this authority at any time, but if you do so, you should appreciate that we will inform the other part or parties and their agents or advisers that this authority has been withdrawn.

#### **Disclosure of Documents (Litigation Matters)**

11.8 It is vital that any documents that are relevant to your dispute are preserved. As part of the litigation process you will be required to show and produce documents that are relevant to the dispute between you and your opponent. If you destroy such documents or fail to produce them when required, you may face severe penalties (as well as causing prejudice to your own case).

11.9 Please tell us if you are in any doubt as to your obligations concerning disclosure of documents. We shall, of course, provide further advice as to which documents may or may not be relevant, and your disclosure obligations generally, as your matter progresses.

## **12. OUTSOURCING**

12.1 From time to time, and after consultation with you and with your permission, we may arrange for work to be carried out by persons not directly employed by this firm. In such cases, we will maintain responsibility for the quality of work that is undertaken on your behalf. We will also do our

utmost to ensure that any outsourced activities are subject to the strictest confidentiality arrangements.

12.2 Where we arrange for some of this work to be carried out by persons not directly employed by this firm, you will be charged at rates not greater than those set out below.

### **13. STORAGE OF PAPERS AND DOCUMENTS**

13.1 After completing the work, we are entitled to keep all your papers and documents while there is money owing to us for our charges and expenses. This is known as a 'lien'.

13.2 We will usually keep you file of papers (except for any papers which you ask to be returned to you) for at least 6 years, after which the file will be destroyed. We will not of course destroy any documents, such as Wills, Deeds, securities or certificates which you ask us to hold for you in safe custody. No charge will be made to you for such storage without prior notice being given to you.

13.3 If we retrieve papers or documents from storage in relation to continuing or new instructions to act on your behalf, we will not normally charge for such retrieval. However, we may pass on to you any delivery charges we incur in producing stored papers or documents to you or someone else at your request; we may also charge for reading correspondence, photocopying documents or carrying out other work necessary to comply with your instructions.

### **14. FINANCIAL SERVICES**

14.1 It is possible that during the course of our work for you we will need to seek specialist advice from a suitably qualified person in connection with financial matters arising out of your transaction (for example: mortgages, life assurance, investments, trusts and taxation). This firm is not authorised by the Financial Conduct Authority (FCA) to provide independent financial advice, but we can arrange for a specialist in this field to provide suitable advice to you. Where financial advice becomes relevant during the course of your transaction, we will notify you of this fact and recommend that a meeting is arranged.

14.2 We are included on the register maintained by the Financial Conduct Authority ([www.fca.org.uk/register](http://www.fca.org.uk/register)) so that we can carry on insurance mediation activity (which is broadly the advising on, selling and administration of, insurance contracts). If we need to arrange, for example, after the event insurance, or defective title indemnity insurance for you during the course of your matter, then we will be able to do so. This part of our business, including arrangements for complaints or redress if something goes wrong, is regulated by the Solicitors Regulation Authority (SRA).

### **15. TAX**

15.1 Any work that we do for you may involve tax implications or require consideration of tax planning strategies. We may not be qualified to advise you on the tax implications of your transaction or the likelihood of them arising. If you have any concerns in this respect, please raise them with us immediately. If we can undertake the research necessary to resolve the issue, we will do so and advise you accordingly. If we cannot, we may be able to identify a source of assistance for you.

15.2 Any advice given is based upon the legislation current at the time of the advice. We are not liable if any subsequent legislation detrimentally alters the position for you or any third party.

15.3 Our liability for advice extends only to you our client and does not extend to any third parties who may be affected by such advice.

## **16. TERMINATING THE RETAINER**

16.1 If at any stage you do not wish us to continue doing work and/or incurring charges and expenses on your behalf, you may terminate your instructions to us in writing but we will be entitled to keep all your papers and documents while there is money owing to us for our charges and expenses (a lien).

16.2 If we decide to stop acting for you, for example – you do not pay an interim bill, or you fail to provide us with adequate instructions or information, we will tell you the reason and give you notice in writing.

16.3 If you or we decide that we should stop acting for you, you will pay our charges up until that point which will be calculated in accordance with our retainer letter and these terms and conditions.

## **17. RAISING QUERIES OR CONCERNS WITH ATTWELLS**

17.1 We aim to offer all our clients an efficient and effective service. Our clients and our staff are of paramount importance to us and we hope that you will be pleased with the work we do for you.

17.2 Should there be any aspect of our service with which you are unhappy, including any Bill that we have sent to you, please raise your concern in the first place with Will Oakes (Tel: 01473 229241). Will Oakes is the client care partner who has the overall responsibility for dealing with complaints.

17.3 We have a written complaints procedure, a copy of which is available on request, and which also appears on our website.

17.4 If you are still not satisfied following the conclusion of our complaints process, you can then contact the Legal Ombudsman about your complaint at: PO Box 6806, Wolverhampton, WV1 9WJ. Telephone: 0300 5550333. Email: [enquiries@legalombudsman.org.uk](mailto:enquiries@legalombudsman.org.uk). [www.legalombudsman.org.uk](http://www.legalombudsman.org.uk).

17.5 The Legal Ombudsman will consider complaints from members of the public, certain charities, small businesses, clubs, associations, societies and trusts, and personal representatives of the residuary beneficiaries of an estate where a person with a complaint died before referring it to the Legal Ombudsman.

17.6 The Legal Ombudsman may not deal with a complaint about a Bill if you have applied to the Court for an assessment of that Bill.

17.7 Any complaint to the Legal Ombudsman should be made within:

- 6 months of you receiving a final response from the firm in respect of your complaint; and
- 6 years from the date of the act or omission that has given you cause to complain; or
- 3 years from the date that you should reasonably have known that there were grounds for a complaint.

17.8 If these deadlines are not met, the Legal Ombudsman may refuse to deal with your complaint.

17.9 You should also be aware that we can charge interest on any Bill or part thereof that remains unpaid, even those that are subject of a complaint from you.

## **18. EQUALITY AND DIVERSITY**

18.1 We are committed to promoting equality and diversity in all of our dealings with clients, third parties and employees. If you would like a copy of our policy, please contact us.

## **19. PROFESSIONAL INDEMNITY**

19.1 We maintain Professional Indemnity Insurance, details of which are available on request at our office.

## **20. REGULATORY CODES**

20.1 Attwells is authorised and regulated by the Solicitors Regulation Authority (SRA) and must comply with any SRA requirements that are in force, including the SRA Code of Conduct 2011 and the SRA Accounts Rules 2011. Both documents can be accessed via the SRA's website at [www.sra.org.uk/solicitors/handbook](http://www.sra.org.uk/solicitors/handbook). Attwells SRA Numbers are 466580 for Ipswich and 437697 for St John's Wood.

20.2 The SRA is the independent regulatory arm of the Law Society of England and Wales, our professional body.

## **21. TERMS AND CONDITIONS**

21.1 Unless otherwise agreed, and subject to any amendments to the hourly charge out rates, these Terms and Conditions of Business shall apply to any future instructions given by you to this firm.

21.2 Although your continuing instructions in this matter will amount to an acceptance of these Terms and Conditions of Business, it may not be possible for us to start work on your behalf until one copy of them has been returned to us for us to keep on our file.

21.3 Attwells shall have no liability for loss, damage or delay howsoever arising caused by circumstances outside its control of whatsoever kind.

21.4 If any part of these Terms and Conditions is held by any Court or competent authority as invalid, the validity of the remainder of these conditions shall not be affected.

21.5 The construction, validity and performance of this contract shall be governed in all respects by the laws of England. Attwells and you submit to the exclusive jurisdiction of the English Courts.

## **22. COMMUNICATION WITH YOU**

22.1 If you would prefer us to communicate with you by email, rather than by normal post, please contact us.

22.2 If you would like to receive our email newsletters, with legal updates and information on our other services, please contact us.

If you have ticked either of the boxes above, please provide your email address below.

I confirm I have read and understood, and I accept, these Terms and Conditions of Business.

**First Client**

Signed .....

Name .....

Date .....

Email .....

**Second Client (if any)**

Signed .....

Name .....

Date .....

Email .....

Ref: Version: March 2018