

## TERMS AND CONDITIONS OF BUSINESS

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## **1 Retainer and Liability of Members**

- 1.1** All work that we do for you is governed by these Terms, any variation to these Terms, our letter of engagement and retainer document (such as a conditional fee agreement); those documents make up a single agreement which is referred to herein as "the agreement". To the extent that our letter of engagement with you differs from these Terms, the letter of engagement will prevail. The same applies to any retainer document. If our work is for more than one client, all references in these Terms to "you" will be a reference to any such client and the obligations and liabilities of each such client will be joint and several. As this is an important document, please keep it for future reference.
- 1.2** Your continuing instructions will amount to your acceptance of these Terms.
- 1.3** Unless we expressly agree otherwise, these Terms apply to any future instructions you give us.
- 1.4** Any reference in these Terms or in our letter of engagement or other correspondence to a "Partner" of Lanyon Bowdler LLP is a reference to a member of Lanyon Bowdler LLP or a person who participates in Lanyon Bowdler LLP through a limited liability company in which he/she holds a controlling interest, and will not be construed as any indication that the members of Lanyon Bowdler LLP are carrying on business as a partnership.
- 1.5** You agree that our agreement is between you and us and that none of the Partners nor any of our employees will have any personal liability to you in relation to our agreement. You further agree that any right of action which you may have in relation to our agreement or the services to be provided by us to you (including without limitation any non-contractual right of action) will be against Lanyon Bowdler LLP and that you will not make any claim or commence any proceedings against all or any of the Partners or our employees in relation to our agreement or those services. This paragraph 1.5 will not operate to limit or exclude our liability to you for any act or omission of any Partner or employee nor any personal liability which any Partner or employee may have to you for fraud.

Any Partner or employee will have the right to enforce this paragraph 1.5 pursuant to the Contracts (Rights of Third Parties) Act 1999.

## **2 Our Relationship**

We value our relationship with you and welcome any suggestions for its improvement. We have a duty to act on your reasonable instructions, subject to our legal and professional duties as Solicitors. We will keep you regularly informed of progress. We have a personal relationship with you, and we owe a duty of care only to you. No other person may rely on our advice or on the agreement between you and us without our specific written agreement. Furthermore, our advice may not be relied on by you in any other matter.

## **3 Scope of Work**

- 3.1** We will agree with you at the outset the scope of the work required. We are qualified to give legal advice only. We are not responsible for matters that are outside the scope of the work agreed, or that would not normally be considered part of a Solicitor's duty in relation to that work.
- 3.2** We will not advise on surveying, valuation, commercial viability, trading or marketability issues. We only advise on tax when we have expressly agreed in writing to do so. Except as described at section 24 Investments and Financial Services, we do not provide financial services or advice.

## **4 Our responsibilities and your responsibilities**

- 4.1** You can expect us to:
- (a) treat you fairly and with respect;
  - (b) communicate with you in plain language;
  - (c) review your matter regularly;
  - (d) advise you of any changes in the law that affect your matter;
  - (e) ensure that work on your matter is done by those able to do it competently and cost-effectively. We will let you know their status. If they are not partners, they will be appropriately supervised;

- (f) not make changes to who handles your work unless it is reasonably necessary. We will inform you if this happens and why. If you wish to stipulate that one particular person or grade of person is to carry out work for you, you must tell us that in writing, but we shall not be obliged to abide by such stipulation.

#### **4.2** We can expect you to:

- (a) provide documents when we ask for them and respond promptly when we ask for instructions or information;
- (b) notify us if your contact details change;
- (c) tell us immediately if your expectations change or if you are not sure you understand what we have discussed;
- (d) inform us of any time limits or objectives that might not be obvious to us;
- (e) notify us immediately if you receive any email or other communication purporting to be from the firm stating that we have changed our bank details or payment arrangements;
- (f) let us know about any other changes that may affect the way we deal with your matter.

### **5 Confidentiality, Publicity and External Auditing**

**5.1** The information and documentation you provide to us is confidential and subject to legal professional privilege unless stated otherwise in our privacy notice, this document or other terms of our agreement with you, if we advise you otherwise during the course of your matter or as required by our legal or regulatory obligations eg. in relation to prevention of money laundering. You consent to the sharing of information in accordance with our privacy policy. This will not apply to information which is or becomes publically known unless that occurs as a result of our breaching our obligation to keep it confidential.

**5.2** We both agree not to issue any publicity material or information to the media about our relationship and the work we are doing without the other's consent.

### **6 Outsourcing**

Sometimes we ask other companies or people to do work on our files, such as photocopying, typing, and costing, to ensure that this is done promptly and in the most effective and cost efficient manner. We will always seek a confidentiality agreement with these outsourced providers. If you do not want your file to be outsourced, please tell us as soon as possible.

### **7 Email and Mobile Phones**

We cannot absolutely guarantee the security of information communicated by email, mobile phone or WhatsApp or similar messaging applications. Unless we hear from you to the contrary, we will assume that you consent for us to use email or mobile phone, and if you contact us using a messaging application we will assume that you consent to being contacted by us in that way.

### **8 Identity Checks, Anti-Money Laundering Activity and Proceeds of Crime**

**8.1** As part of our obligation to comply with the law and professional rules about money laundering and proceeds of crime, we have to check the identity of all clients. We will not be able to receive money from you or pay it on until we are satisfied our identity checks are complete. We will validate name, address and other personal information supplied by you against appropriate third party databases. By accepting these terms and conditions you consent to such checks being made. In performing these checks personal information provided by you may be disclosed to a registered credit reference agency, which may keep a record of that information. If we hold client money for you, you authorise us to disclose to our bankers details of, and copies of documents obtained in connection with, such checks in order for our bankers to comply with their regulatory requirements. You consent to us retaining copies of your ID documents or other ID records for 100 years.

**8.2** We may also have to report, without telling you, any activity that we suspect may involve the proceeds of crime,

including tax evasion, money laundering or terrorist financing. In some circumstances we may have to stop acting for you as a result and may not be able to tell you why. In that event you will still be liable to pay for the cost of work done and disbursements incurred on your behalf up to the date of cessation.

**8.3 Our policy is to only accept cash up to £500.** If you try to avoid this policy by depositing cash directly with our bank, we may decide to charge you for any additional checks we decide are necessary to prove the source of the funds. Where we have to pay money to you, it will be paid by cheque or bank transfer. It will not be paid in cash or to a third party.

## **9 Consumers Notice of the Right to Cancel**

**9.1** References to “the agreement” are references to the contract identified in paragraph 1.1 above. This paragraph 9 will apply if you are a consumer and:

- (a) the agreement between you and us is a distance contract within the meaning of the Consumer Contracts (Information, Cancellation & Additional Charges) Regulations 2013 (“the Consumer Contracts Regulations 2013”).

Those Regulations will apply if, for example, we have sent you these Terms and Conditions and the other terms and conditions relating to our agreement by email or post and our agreement has been concluded without you and us meeting to do so. This type of agreement is called a “Distance Contract” in these Terms; or

- (b) the agreement between you and us is an Off-premises Contract within the meaning of the Consumer Contracts Regulations 2013. This means a contract which is any of the following:-

- i) a contract concluded in a meeting between us and you in a place away from our business premises; or
- ii) a contract for which an offer was made by you in a meeting between us away from our business premises; or

- iii) a contract concluded either on our business premises, or through any means of distance communication, immediately after you were personally and individually addressed in a meeting between us and you at a place away from our business premises; or

- iv) a contract concluded during an excursion organised by us with the aim or effect of promoting and selling our services to you.

**9.2** Subject to paragraph 9.8, in relation to a Distance Contract and an Off-premises Contract, you have the right to cancel the agreement between us at any time up to the end of 14 days after the date on which the contract was entered into. This is the period prescribed by law.

**9.3** To exercise your right of cancellation, you must give us written notice of cancellation before the end of the cancellation period referred to in paragraph 9.2.

**9.4** Your written cancellation notice must be delivered at or sent by post, email, or fax to our address, email address or fax number shown in the detachable Cancellation Notice Form at the end of these Terms. You may identify the agreement by stating your name and the date of the letter or other communication accompanying these Terms and any reference supplied.

You may use the detachable Cancellation Notice Form if you want to but you do not have to do so. If you do not, you must make a clear statement to us setting out your decision to cancel the contract such as in the form of a letter, telephone call or email.

**9.5** Notice of cancellation will be deemed to have been served as soon as it is posted or sent to us or, in the case of an electronic communication, on the day it is sent to us.

**9.6** If you cancel the agreement between us in accordance with this paragraph 9:-

- (a) any related credit agreement will be automatically cancelled; and
- (b) subject to paragraphs 9.8 and 9.9, we will reimburse any sum paid to us by you, or on your behalf, as soon as

possible and in any event within 14 days of the notice of cancellation of the agreement having been given to us.

**9.7** You may request that we begin the performance of services on your behalf during the 14 days cancellation period. If you would like us to do so, then you need to confirm in writing by letter, fax or email and, if you wish, you can use the Authority to Commence Work Form at the end of these terms.

**9.8** If you provide authority under paragraph 9.7 above there will be no right to cancel or you will cease to have the right to cancel, once our services have been fully performed even if this occurs within the 14 days cancellation period.

**9.9** If you request us to begin the performance of services during the 14 days cancellation period, we may require you to pay an amount for the services reasonably supplied and any disbursements or expenses reasonably incurred, which is in proportion to what has been performed in comparison with the full coverage of the contract until you have communicated to us your cancellation from this contract.

## **10 Data Protection**

**10.1** We use the information you provide primarily for the provision of legal services to you and for related purposes as described in our privacy policy.

**10.2** Our use of that information is subject to your instructions, the retained EU General Data Protection Regulation (GDPR), other relevant UK data protection legislation and our duty of confidentiality. We may from time to time send you information that we think might be of interest to you including news about our services, seminars or items of interest such as legal newsletters. If you do not wish to receive such information, please inform our Marketing Department, preferably in writing, at Lanyon Bowdler, Chapter House North, Abbey Lawn, Abbey Foregate, Shrewsbury, Shropshire, SY2 5DE.

## **11 Charges**

**11.1** We will give you the best information possible about our likely overall costs.

We will provide you with regular costs updates and tell you of any circumstances we know about likely to affect materially the total amount of costs payable.

**11.2** Where we agree to charge on a time basis, our fee is calculated by multiplying the time spent, recorded in six-minute units, by the hourly charging rates of those working for you. We will let you know these hourly charging rates and will inform you if the rates change. Hourly charging rates are based mainly on the level of skill and experience of the person involved. Other factors may cause our normal charging rates to be increased, such as the need to carry out work outside our normal office hours, the complexity of the issues, the urgency and, if appropriate, the value of the claim, transaction or estate. We review our charging rates annually, but reserve the right to alter charging rates at any other times.

**11.3** Unless we have agreed otherwise in writing, we shall be entitled to payment for all work we have done, and this shall be the case regardless of whether the matter in respect of which you gave us instructions has concluded.

### **11.4 We normally charge for time spent on our work in:**

- Meetings;
- Travelling;
- Reading, preparing, negotiating and working on documents;
- Research;
- Dealing with mail (letters, faxes and email);
- Making and receiving telephone calls;
- Attending court or other formal proceedings, including waiting time;
- Preparing notes of meetings, of telephone calls and of proceedings;
- Complying with professional and statutory requirements (eg money laundering regulations).

**11.5 The time charged in an invoice may include anticipated time.**

**11.6** If you instruct us to incur costs which are unusual or not ordinarily required in litigation, or which are not ordinarily recoverable in the court in which your case is progressing, then you agree that we may seek those costs from you notwithstanding the fact that they are not recoverable from anyone else.

**11.7** Where you recover interest from an opponent in litigation, we will account to you for any interest payable as a result of your having made payment on account of interim payments; we may keep the rest.

**12 Money on Account**

The agreement is not a 'contract entire' or 'entire contract' and we are permitted to raise invoices from time-to-time in respect of the work done, and we may do this regardless of whether the matter in respect of which you instructed us has concluded. We may at any stage ask you to pay us money on account of fees or expenses we reasonably anticipate will be incurred. If you do not make a payment on account when asked to do so, we are entitled to suspend working for you pending payment, or to terminate the contract between you and us. In either case, if we do so, we will be entitled to payment for all work we have done.

**13 Additional Charges**

Routine overheads are included in our agreed charges. We reserve the right to charge you a fee in relation to photocopying documents, in which case the following charges plus VAT will apply per sheet:

Size	B&W	Colour
A4	25p	£1.25
A3	46p	£2.30

- and for scanning documents (other than those created by ourselves) at 20p per sheet plus VAT.

**14 Expenses (or Disbursements)**

You are responsible for paying expenses we incur on your behalf. These expenses are added to our invoice at cost. In this regard, we act as your agent in incurring the cost, and your liability for the costs arises out of that relationship as well as out of this agreement. Normally we will give you an estimate of the likely expenses before they are incurred and ask you to make a payment on account. An invoice may include anticipated expenses to be incurred on your behalf.

**15 Transfer of Money and Charges**

Where we have to transfer money on your behalf we cannot do so until the money has cleared the banking system. If the money has not been cleared, we will not be able to make the payment for you unless agreed in advance. If, in our absolute discretion, we assist by paying the funds from our own bank account, we reserve the right to charge you interest on a daily basis at the rate of 2% above Barclays Bank PLC's base rate. We may also charge you a fee to cover the external cost and the additional internal cost of handling any telegraphic transfer of money on your behalf, eg CHAPS. In this event you will be informed in advance of the charge to be made.

**16 Travel and Accommodation**

Where we need to travel in connection with your work we do so by the most appropriate means. Hotel accommodation is of a suitable business standard. Actual costs are charged, apart from travel by car where a standard charge per mile applies of 50p plus VAT.

**17 VAT**

VAT is payable on fees and expenses at the applicable rate. We will, where appropriate, be entitled to apportion VAT where there has been a change in the rate.

**18 Our Invoices to You**

**18.1** Unless otherwise agreed in the letter of engagement, we will be entitled to send you interim invoices at monthly intervals or at any other reasonable times and a

- final invoice when the work has been done (unless we have agreed in writing only to invoice at the end or at agreed stages in a case or transaction, in which case we will be entitled to raise invoices at other times only if you do not discharge your responsibilities under this agreement).
- 18.2** Unless the contrary is stated upon the face of the invoice or any document effecting delivery of the invoice, any invoice we send you prior to the conclusion of our agreement will be an interim statute bill and will either cover the period stated upon its face, or the work described upon its face, whichever is appropriate.
- 18.3** Upon receipt of an interim statute bill the time limits under section 70 of the Solicitors Act 1974 will commence. Within 1 month of delivery of the interim statute bill you will have an automatic right to have the bill assessed. If the bill is paid then you have 12 months from the date of payment to request an assessment. The Court has no power under the Solicitors Act 1974 to order an assessment of a bill after expiry of 12 months from the date of payment.
- 18.4** If you wait longer than 1 month to request an assessment you will lose your automatic right to an assessment. You will then have to meet certain conditions before the Court will order an assessment. The conditions that need to be met before the Court will order an assessment become more difficult with the passage of time or if the bill is paid.
- 18.5** Your rights regarding the assessment of bills and the applicable time limits are set out in more detail in sections 70, 71 and 72 of the Solicitors Act 1974.
- 18.6** You are responsible for payment of our invoices. We will not normally accept payment from a third party. If, exceptionally, we agree to do so, we must approve this in advance and we will need the party's name, contact details and any other information or identification documents we request. Our bills will still be addressed to you. If someone else does pay part of one or more invoices, you retain responsibility for paying.
- 19 Money we Hold, Payment of Interest and Deposit Protection**
- 19.1** Where we hold money for you, whether because you have made a payment on account or we otherwise receive funds on your behalf, we may use this money towards payment of our invoices. We will advise you when this is being done.
- 19.2** Subject to paragraph 19.1 any money we receive from you or any third party which is to be held on your behalf in relation to our agreement ("Client Money") will, unless otherwise agreed with you, be paid into a client's account in our name held with one or more banks which operate in the UK.
- 19.3** We will account to you for interest on Client Money in accordance with our obligations under the SRA Accounts Rules when it is fair and reasonable to do so and in accordance with our policy from time to time in place, which can be viewed on our website at [www.lblaw.co.uk](http://www.lblaw.co.uk), or made available on request.
- 19.4** We will use reasonable care in selecting those banks where Client Money is held but, subject to that, we will have no liability to repay the Client Money or any part of it to you or to pay it to any third party in accordance with your instructions or for the purposes of our agreement if or to the extent that it is not repaid to us or paid to the third party a result of the relevant bank's or banks' insolvency or inability to pay its debts and liabilities.
- 19.5** We will also have no liability in those circumstances to pay you any interest in respect of the Client Money, except to the extent that we receive from the relevant bank(s) interest on the Client Money at least equal to the interest payable by us to you.
- 19.6** Subject to paragraph 19.1 above, we will account to you for the Client Money we recover (less any previously paid to you or to any third party in accordance with your instructions or for the purposes of our agreement) and will pay you interest on the Client Money at the applicable rate if and to the extent that we receive an equivalent amount of interest from the bank(s), after deducting any taxation payable by us in respect of any such

interest and the reasonable costs and expenses incurred by us in relation to such recovery or payment.

**19.7** If there is a bank failure involving the relevant bank(s):

- (a) we may need to request further funds from you to enable us to complete a transaction on your behalf in replacement of funds that are temporarily unavailable to us because of the failure; but
- (b) we may be able to make a claim on your behalf to any compensation scheme which applies to the relevant bank but will have to give certain confidential information about you to the relevant compensation scheme to enable it to identify the amount to which you are entitled. Unless you write to us separately to say that we are not to do this, by accepting these terms you consent to our disclosing such information to the minimum extent necessary to submit a successful claim on your behalf.

**20 Overdue Invoices and Our Interest Charges**

Unless otherwise agreed in writing, invoices must be paid within 14 days of their date. If not, we may charge interest on the overdue amount. Interest will be charged on a daily basis at the rate of 4% over Barclays Bank PLC's base rate from the day after the end of the relevant 14 days' period and we will also be entitled to:

- recover any costs we incur in collecting the overdue amount;
- do no further work for you until we have been paid in full (or we may choose not to do any further work for you at all);
- retain all papers until we have been paid in full.

**21 Queries on Invoices and Court Assessments**

If you have a query on an invoice, please discuss it as soon as possible with the person who is dealing with your work. If you are not satisfied, please discuss it with his/her supervising Partner. If you are still unhappy and wish to make a formal complaint about

the invoice, you are free to raise a formal complaint as under paragraph 26 below.

**22 Storage of Your Papers and Documents**

**22.1** 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.

**22.2** We will keep physical files of papers and documents or, at our election, we will maintain electronic records only. Following completion of the matter any physical documents (except for any which you ask to be returned to you) may be kept in storage following completion of the matter or, at our election, we may store electronic records only and destroy any physical documents. Records will be kept for the period set out in our data retention schedule which is available on request. Once that period has expired, you consent to their destruction by either ourselves or our agents. To the extent that we retain physical files, they will be stored at either our premises or the secure premises of our file archiving agents (details of whom can be supplied on request).

**22.3** If we retrieve papers or documents from storage in relation to continuing or new work on your behalf, we will not normally make a charge for that retrieval. However, we may make a charge based on time spent producing stored papers or documents to you or another at your request and also any charge made by our file archiving agents. We may also charge for reading correspondence or other work necessary to comply with instructions given by you or on your behalf. We shall require at least 14 days' notice to retrieve your papers or documents.

**22.4** Where you request us to hold in safe custody your deeds or other securities, there will be a charge of £30 plus VAT for every five year period of storage or part thereof.

**23 Copyright**

We own the copyright in any work we create and this copyright will not be transferred to you, although you have



our licence to use our work for the purposes for which it was created provided we have been paid all of our fees and expenses relating to the transaction or matter in respect of which our work was created. We have the right to be identified as the author of the work and to object to any misuse of it. You agree that we may store any counsel's opinion or other document created in the course of our work for you in our Know-How system. We will ensure the system is secure, confidentiality is maintained and that any identifying references are removed.

## **24 Investments and Financial Services**

**24.1** Sometimes the services we are to provide to you involve investments. We are not authorised by the Financial Conduct Authority ("FCA") 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 ("SRA").

**24.2** 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. The SRA is the independent regulatory body of the Law Society. The Legal Ombudsman deals with certain types of complaints against lawyers. If you are unhappy with any investment advice you receive from us and we have been unable to resolve the problem between us, you may be able to raise your concerns with either of those bodies.

## **25 Insurance Contracts and Complaints**

**25.1** We are not authorised by the FCA. However, we are included on the register maintained by the FCA so that we can carry on insurance distribution 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 SRA. The register can be accessed via the FCA website at <https://register.fca.org.uk>

**25.2** 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 SRA is the independent regulatory body of the Law Society. The Legal Ombudsman deals with certain types of complaints against lawyers. If you are unhappy with any insurance advice you receive from us and we have been unable to resolve the problem between us, you may be able to raise your concerns with either of those bodies.

## **26 Consumer Credit Services**

We are not authorised by the Financial Conduct Authority in relation to consumer credit services. We may, however, provide certain limited consumer credit services where these are incidental to the professional services we provide. This is because we are members of the Law Society of England and Wales, which is a designated professional body for the purposes of the Financial Services and Markets Act 2000. The Solicitors Regulation Authority is the independent regulatory arm of the Law Society. The Legal Ombudsman deals with certain types of complaints against lawyers. If you are unhappy with any consumer credit services you receive from us, you may be able to raise your concerns with the SRA or Legal Ombudsman.

## **27 Complaints about our Service or Bills**

**27.1** Our aim is to offer all our clients an efficient and effective service at all times. We hope that you will be pleased with the work that we do for you. However, if you have a complaint about any aspect of our service or invoice that you have received, please raise your concern in the first instance with the person handling your work or his/her supervising Partner or departmental head. If you then still remain concerned or you would prefer to deal with somebody else, please contact our Operations Manager at Lanyon Bowdler, Chapter House North, Abbey Lawn, Abbey Foregate, Shrewsbury, Shropshire, SY2 5DE.

**27.2** You are entitled to a copy of our written complaints procedure upon request. All Solicitors must try to resolve complaints promptly, fairly and effectively in accordance with their procedure. Such complaints may be about an aspect of the firm's service or about any bill sent by the firm. With regard to bills, 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; however, if all or part of a bill remains unpaid, we may be entitled to charge interest or cease acting for you in the case of an interim bill.

**27.3** If you are not satisfied with our handling of your complaint, you may be able to ask the Legal Ombudsman PO Box 6806 Wolverhampton WV1 9WJ (Telephone: 0300 555 0333. Email: enquiries@legalombudsman.org.uk) to consider the complaint (subject to their Scheme Rules). The Legal Ombudsman expects complaints to be made to them within a year of the date of the act or omission about which you are concerned or within a year of you realising there was a concern. Normally, you will need to bring a complaint to the Legal Ombudsman within six months of receiving a final written response from us about your complaint.

## **28 Ending our Relationship**

You may ask us to stop working for you at any time. You should confirm that in writing. We may choose to terminate the relationship and stop working for you, but only if we have good reason to do so (for example, if you do not give us instructions within a reasonable time, if the relationship between us has broken down, if you do not make a payment when due, or if a conflict of interest arises) and we will give you reasonable notice. If we stop working for you, we are still entitled to be paid for what we have done, and may keep your papers and documents until we have been paid. We are not responsible for reminding you about important dates and/or any deadlines after our appointment has been terminated.

## **29 Jurisdiction**

These Terms and our relationship will be governed by English law. We each

submit to the exclusive jurisdiction of the Courts of England & Wales.

## **30 Dispute Resolution Work and Costs**

Where the work we do involves the resolution of a dispute or claim:

### **30.1 Legal Costs and Expenses**

You are responsible for our charges and any expenses whether you win or lose the dispute, even if this exceeds the amount which may be recoverable from any other party to the dispute. Even if you are successful, you will not be able to recover all of your costs and may not recover any of your costs from the other party. You may also be ordered to pay the legal costs and expenses of others if, for example, you lose your case, stop defending it or discontinue a case you started. If, during the case, the court orders you to pay another party's legal costs and expenses, those will normally be payable within 14 days. If you fail to pay, you risk losing your case.

### **30.2 Payment of your Legal Costs by Another**

If another person has agreed to pay all or part of our legal costs or expenses, you will still remain liable for them. You accept that we may keep that other party informed about the progress of any dispute or claim and about the legal costs and expenses incurred. Assistance with payment of your costs may be provided by your employer, professional body, trade union or under a legal expenses insurance policy. The latter is often included within household or motor insurance policies. If you fail to inform us about the possibility of funding by another or such insurance, we will proceed on the basis that none is available to you.

### **30.3 Public Funding ("Legal Aid")**

We will let you know whether you may be eligible for public funding to cover the cost of the work you want us to carry out. If we do not have a contract with the Legal Services Commission to do so, or have reached the limit of new matter starts authorised in any one year, we will refer you to another organisation that may be able to assist you.

### 30.4 Taking Decisions

You authorise us to make routine or administrative decisions in your case without asking you first, although we will keep you informed. We will obtain your instructions on all other decisions. Dispute resolution, in particular litigation, is subject to detailed rules and deadlines. We are not responsible if you fail to give us instructions in time to comply with those rules and deadlines.

### 31 Changes to these Terms

We reserve the right to change our terms as necessary from time to time and will notify you in writing of any such changes. However, any changes will not apply to any matter in respect of which we are already acting for you, unless you agree to the changes or they are required by law.

### 32 Circumstances Beyond our Control

We will not be in breach of our contract with you, or otherwise liable to you, for any delay or failure in performing any of our obligations as a result of any event or circumstances beyond our reasonable control including without limitation the breakdown of any computer system or any delay or failure by any third party, for example your barrister or accountant, in doing what they are to do in connection with your matter.

### 33 Our Liability to you is Limited

**33.1** We will not be liable in contract or tort (including negligence) or in any other way for (whether direct or indirect):

- (a) any consequential, special or indirect loss, liability or damage; or
- (b) exemplary damages; or
- (c) loss of any kind of profit, opportunity, business, data, goodwill or anticipated savings or other benefits or any liability to any third party arising directly in the natural and ordinary course or indirectly in connection with our agreement or our services.

**33.2** By accepting instructions to act for you, we risk liability towards you should our advice be defective and/or negligent. We have professional indemnity insurance giving cover for claims against us.

Details of this insurance, including contact details of our insurer and the territorial coverage of the policy, can be viewed on our website at [www.lblaw.co.uk](http://www.lblaw.co.uk), or made available on request.

**33.3** Our maximum aggregate liability, if any, to you under or in connection with our agreement (including interest and costs) and whether for breach of contract, negligence, misrepresentation or otherwise is limited to £25,000,000. We are not prepared to act for you on a basis where our liability to you may exceed this amount unless the additional costs of increased insurance cover are paid by you, which would substantially increase the amount payable by you to us. Unless a one-off premium could be arranged, such increased premium would be payable for each year in which a claim could be made by you (a minimum of six years). Unless agreed in writing signed by us, no variation of this provision will be binding. This paragraph and paragraph **Error! Reference source not found.** will not apply to any liability for (a) death or personal injury caused by our negligence; (b) fraudulent misrepresentation by us; and (c) any other matter where such limitation of liability is not allowed by law.

**33.4** Our liability under our agreement or otherwise relating to it shall be limited to that proportion of your losses that it would be just and equitable to require us to pay having regard to the extent of our responsibility for them on the basis that all other professional advisors involved in matters relating to our agreement shall be deemed to have provided an undertaking in terms no less onerous than this paragraph.

You agree that we will not be liable to you for any amount in excess of our proper share of any joint and several liability we may have with any of your other professional advisors in relation to our agreement and which you are not entitled to recover from them as a result of your having agreed to limit their liability or as a result of their insolvency.

**33.5** It is a condition of our professional indemnity insurance that we notify our insurer and/or broker of any circumstances which may give rise to a claim against us. In doing so, we may

disclose documents and information to our insurer, broker and insurance advisers on a confidential basis. Our insurers and brokers are obliged to keep all information we pass to them strictly confidential.

### **34 Joint and Several Liability**

If you comprise more than one person, your obligations and liabilities under and in relation to our agreement will be joint and several.

### **35 Notices**

Any notice to be given by you or us in relation to our agreement must be in writing and may be personally delivered to you by us or may be personally delivered or sent by pre-paid first class post or fax to us at the Lanyon Bowdler office which is dealing with your particular matter or, as the case may be, to your address or fax number last known to us. This paragraph 35 will not apply to any cancellation notice given to us by you under paragraph 9.

### **36 Regulated Services**

**36.1** Lanyon Bowdler is a trading name of Lanyon Bowdler LLP which is a limited liability partnership incorporated in England and Wales, registered number OC351948 whose registered office is at Chapter House North, Abbey Lawn, Abbey Foregate, Shrewsbury, Shropshire, SY2 5DE.

**36.2** We are authorised and regulated by the Solicitors Regulation Authority, The Cube, 199 Wharfedale Street, Birmingham, B1 1RN ("the SRA"). Our SRA number is 534828.

**36.3** This means we are governed by a Code of Conduct and other professional rules, which you can access on the SRA's website ([www.sra.org.uk](http://www.sra.org.uk)) or by calling 0370 606 2555.

**36.4** You can find details of the postal address, telephone number, fax number and email address of each of our offices on our website [www.lblaw.co.uk](http://www.lblaw.co.uk).

**36.5** We are registered for VAT purposes. Our VAT registration number is 158 9631 23.

### **37 Authority to give instructions**

Unless instructed otherwise, we shall assume that all of your employees, directors and officers who give us instructions are authorised to do so and that we may act on oral instructions. Further, if you act as an agent in retaining us for a third party, or purport to do so, you warrant that you have the authority of that third party so to retain us.

### **38 Interpretation and Severance**

**38.1** If any provision of this agreement or of its associated documents is held by any competent court or tribunal to be invalid, illegal or unenforceable in whole or in part for whatever reason, then for the purpose of the proceedings in which such finding was made, it shall be deemed to be severed from the agreement to the extent only of such invalidity, illegality, or unenforceability, and the remaining provisions of the agreement and the remainder of the provision in question shall continue in full force and effect unimpaired by such severance.

**38.2** This agreement does not require a signature to be binding; it may be made by conduct alone.

#### **38.3 In these Terms:-**

- "consumer" is defined as an individual acting for purposes which are wholly or mainly outside that individual's trade, business, craft or profession in accordance with the Consumer Contracts Regulations 2013
- "our agreement" means the agreement between you and us in respect of the services we are to provide to you
- "person" includes any firm or body corporate or unincorporated
- "you" means the client(s) to whom we have agreed to provide our services
- "we", "us" or "our" in the relevant context means Lanyon Bowdler LLP



### RIGHT TO CANCEL

- If you are a consumer and paragraph 9 of the accompanying Terms and Conditions of Business applies, you have the right to cancel this agreement within 14 days without giving any reason.
- The cancellation period will expire after 14 days from the day of the conclusion of the contract.
- To exercise the right to cancel, you must inform us of your decision to cancel this contract by a clear statement (eg. a letter, fax or email) which should be sent to our office at the following address: Lanyon Bowdler Solicitors, Chapter House North, Abbey Lawn, Abbey Foregate, Shrewsbury, Shropshire SY2 5DE marked for the attention of the Managing Partner; or by electronic mail to info@lblaw.co.uk; or by fax to 01743 282340 marked for the attention of the Managing Partner. You may use the detachable Cancellation Notice Form (see below), but it is not obligatory to do so.
- To meet the cancellation deadline, it is sufficient for you to send your communication concerning your exercise of the right to cancel before the cancellation period has expired.

#### Effects of Cancellation

- If you cancel this agreement, we will reimburse to you all payments received from you.
- We will make the reimbursement without undue delay, and not later than 14 days after the day on which we are informed about your decision to cancel this contract.
- We will make the reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise. In any event, you will not incur any fees as a result of the reimbursement.
- If you requested us to begin the performance of services during the 14 days cancellation period, you shall pay us an amount which is in proportion to what has been performed until you have communicated to us your cancellation from this contract, in comparison with the full coverage of the contract.

✂ .....  
.....

### Cancellation Notice Form

**(Complete, detach and return this form ONLY IF YOU WISH TO CANCEL THIS AGREEMENT)**

To Lanyon Bowdler Solicitors, Chapter House North, Abbey Lawn, Abbey Foregate, Shrewsbury, Shropshire SY2 5DE (Tel: 01743 280280); or by electronic mail to info@lblaw.co.uk; or by fax to 01743 282340 for the attention of the Managing Partner.

**I/We hereby give notice that I/we cancel our contract for the supply of the following legal services:**

**Ordered/Received on:** .....  
(delete as appropriate)

**Name of Client(s):** .....

**Address of Client(s):** .....  
.....

**Signature of Client(s):** .....

(only if this form is notified on paper)

**Date:** .....

## Authority to Commence Work in the Cancellation Period

**Complete, detach & return this form (ONLY IF YOU WISH US TO COMMENCE WORK IN THE CANCELLATION PERIOD)**

I/We hereby confirm that I/we require you to commence work on my/our behalf pursuant to this agreement forthwith upon the contract being concluded and in any event before the expiration of the 14 days cancellation period. I/We acknowledge that in making this request I/we will lose the right to cancel the contract once the contract has been fully performed, even if this occurs during the cancellation period.

**PLEASE NOTE:** If you provide the above authority for us to commence work there will be no right to cancel or you will cease to have the right to cancel, once our services have been fully performed. In those circumstances you will not be able to benefit from a right to cancel which you would otherwise have had if you had not provided the above authority.

**I/We acknowledge that I/we have received the above warning. I/we will lose the right to cancel once the contract has been fully performed. However, I/we still require you to commence work on my/our behalf forthwith upon the contract being concluded and before the end of the cancellation period.**

**I/We acknowledge that I/we may be obliged to pay for the services I/we receive:**

**Signature of Client(s):** .....

(only if this form is notified on paper)

**Date:** .....