

**LGWP Limited t/a LG Williams & Prichard**  
**(Company Number: 10730073)**  
**Registered Office: 22 St Andrews Crescent, Cardiff CF10 3DD**

**Terms of Business**

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The following is intended to set out all our terms and conditions to clarify what you may expect from us and the basis of which we accept your instructions. This is subject to any specific agreement reached between us and recorded in writing.

**1. Our Service Commitment**

Throughout the time that we act for you, we shall endeavour at all times: -

- 1.1 to keep you regularly informed of progress
- 1.2 to communicate with you in plain language
- 1.3 to explain the nature of the legal work that may be required
- 1.4 to advise you regularly of the costs and risk benefit of pursuing the matter
- 1.5 to keep you informed of the likely timescale involved

We shall review the matter regularly and advise you of any changes in the law, circumstances or risk which affect the advice that we have given.

The standard of our advice will also depend on receiving prompt and clear instructions from you. We will often record these in our letters to you to ensure that we have understood your instructions correctly.

We will answer your telephone calls or written queries as soon as possible and will return any missed telephone calls as soon as practically possible. It will assist however to leave a message or to contact us by email to assist our ability to respond to you as quickly as possible.

We may not proceed with instructions where we have reasonable cause to suspect the subject matter of the transaction to be subject of financial sanction or asset seizure or where we suspect the same may be derived from tax evasion or the proceeds of crime.

## **2. Hours of Business**

Our hours of business are from 9:00am until 1:00pm and from 2:00pm until 5:00pm on weekdays. We may make appointments for meetings outside these hours when this is the most convenient way to move the matter forward.

## **3. Our complaints policy**

We are committed to providing a high-quality legal service to all our clients. Whenever you have a concern, we need you to tell us about it so that we can improve our service to you and our standards generally. This may include the amount of any bill which we raise.

If you are not able to resolve the matter with the solicitor dealing with your case, then please contact David Evans, the partner with responsibility for dealing with complaints. Where David Evans is the solicitor dealing with your case, then Philip Evans is the partner with responsibility for dealing with complaints. If the matter cannot be dealt with quickly then he may ask you to set out the main points of your concerns in writing so that they can be investigated properly and hopefully resolved or clarified to your satisfaction.

In this respect, we have a formal complaints procedure to follow to ensure we handle all complaints promptly, fairly and effectively. You may request a copy from us at any time at no charge.

If you are not satisfied with our response to your complaint, you can then contact the Legal Ombudsman at PO Box 6806, Wolverhampton WV1 9WJ. Any complaint to the Legal Ombudsman must usually be made within 6 months of the date of our final decision on your complaint. For further information, you can contact the Legal Ombudsman (Tel: 0030 555 0333, email to [enquiries@legalombudsman.org.uk](mailto:enquiries@legalombudsman.org.uk) or refer to the website: [www.legalombudsman.org.uk](http://www.legalombudsman.org.uk)

Please note that the Legal Ombudsman may review the level of service we have provided, but not the advice we have given. Although that can include the amount of any bill we have rendered, the Legal Ombudsman may not be able to deal with such a complaint should you pursue an assessment by the Court.

Normally, you will have to bring your complaint to the Legal Ombudsman within 6 months of receiving a final response from us about your complaint and 6 years from the date of the act or omission giving rise to the complaint or alternatively 3 years from the date you should reasonably have known there were grounds for complaint (if the act/omission took place before 6 October 2010 or was more than 6 years ago).

If you object to the amount of our bill and you are not able to resolve this through our complaints process, you may pursue any objections either to the Legal Ombudsman (with the contact details as above) or by application to the Court for an assessment of our costs. Should you seek an assessment by the Court, you must do so within 1 month of the date when you receive our bill.

#### **4. Equality and Diversity**

This firm is committed to promoting equality and diversity in all its dealings with clients, third parties and employees, and is required to produce a written equality and diversity policy. Please contact us if you would like us to send a copy of that equality and diversity policy.

#### **5. Confidentiality**

It is a fundamental principle of our relationship with you as a client that all discussions between us verbally and in writing are confidential. There are only limited instances in which by law we may need to make some disclosure to third parties. Some of our files may be inspected at random by our accountants as part of our financial audit. Apart from this, the firm also has Lexcel accreditation. In order to maintain this, we will make our files available to third party advisers to check that we are compliant with Lexcel standards. In addition, we may be required to disclose our files to officers of the Solicitors Regulation Authority to ensure that we are fully compliant with the Solicitors' Code of Conduct. These external firms or organisations are required to maintain confidentiality in relation to any files we disclose to them.

If we have a reasonable suspicion that the transaction in which we are instructed may involve proceeds of crime, we will be obliged to report our suspicion to the National Crime Agency. In such event, we will not notify you of this and we may have to suspend all work on the matter without explanation until the National Crime Agency authorises us to proceed (which they must do within 7 days in any event).

We are also under an obligation to notify the Office of Financial Sanctions Implementation where we have reasonable cause to suspect that a person has committed an offence under the financial sanctions / asset seizure regulations or is a designated person.

Sometimes we must ask other companies or people to assist on our files to ensure work is carried out promptly. This may include typing, photocopying, file storage, legal support and audits for legal, quality and regulatory compliance. We always seek a confidentiality agreement with any outsourced activity providers. If you do not want your file to be outsourced, please let us know as soon as possible.

In some property transactions, we may be instructed on behalf of your lender as well in order to save the cost of engaging another solicitor to act for them. Your lender will agree to this as a matter of course on condition we can disclose all relevant facts to them about the transaction. This may include:

1. Any difference between your mortgage application and the information we receive during the transaction.

2. Any cashback or other discount or benefit incentive you have agreed with the other party to the transaction.

## **6. Identification**

To ensure the propriety of all transactions and to comply with government requirements we need to verify the identity of all clients at the earliest opportunity. This will involve the following: -

- We need to see satisfactory evidence of your identity. This will normally involve a current signed passport or driving licence together with a recent utility bill or bank statement confirming your current address. If you are unable to provide this, please contact us as soon as possible to discuss what other ways may be available to verify your identity.
- Where we are acting for a limited company, we will need to see a copy of the certificate of incorporation, a list of directors, shareholders and registered address together with personal ID as above for those shareholders with at least a 25% holding in the company and any directors authorised to give instructions.
- Whenever funds are introduced to any transaction we will need to be satisfied as to the source of the funds with documentary verification as we deem appropriate.

We may undertake such separate searches to verify information provided as we deem appropriate. Where third party payments are incurred to achieve this, we may seek payment from you in relation to these. Such payments will only be incurred with your prior approval.

## **7. Data Protection**

In order to provide our service to you in a prompt and efficient manner, we will record and maintain data on our computer records about you. Such information may also be maintained to ensure compliance with our legal responsibilities. Every effort will be made to ensure that such information is correct and accurate and to comply with our obligations under the General Data Protection Regulation (“GDPR”). Please note that our work for you may require us to give information to third parties such as expert witnesses and other professional advisers.

We are a data controller for the purposes of GDPR and are bound by GDPR to take appropriate technical and organisational measures against unauthorised processing of personal data and against accidental loss or destruction of or damage to personal data.

You have a right of access under data protection legislation to the personal data we hold about you. If you wish to make such a request, you should contact our Information Officer, Rebecca Carey, who is also our Office Manager. You can contact her on [rcarey@cardiff-law.co.uk](mailto:rcarey@cardiff-law.co.uk) or by telephone on 029 2022 9716

We may from time to time send you information we think may be of interest to you. If you do not want to receive such information, please let us know in writing.

Our policy on the protection of personal data is set out in our policy which is available at: <http://www.cardiff-law.co.uk/privacy-policy>

## **8. Electronic Communication**

Unless otherwise directed by you, we may correspond with you by email. In so doing, you agree to accept the risk of viruses, interception and unauthorised access. We will take, and you should also take, reasonable procedures to maintain security of electronic mail and to check for commonly known viruses in information sent and received electronically.

In relation to financial details, we shall avoid the insertion of bank details in electronic mail and will always contact you by telephone to confirm we hold correct details before transmitting any funds to you. You should not rely on information received by electronic mail for the transfer of funds to us without first checking by other means that your details are correct.

## **9. Fees**

In general, we calculate our fees on a time basis in accordance with specified guidelines. To calculate the time cost used to cover our overheads, all letters written and telephone conversations (unless specifically timed) are considered in 6-minute units, and time actually spent in attendances upon you in collating information, research, drafting documents is added to the time spent in correspondence to arrive at the total time spent.

By separate letter, we will advise you of the appropriate charging rate which may change from time to time. This rate will not change without us first notifying you in writing. Separate to our fees, we must charge VAT (currently at the rate of 20%) and disbursements being payments which we may have to make on your behalf such as oath fees, court fees, valuation fees, expert fees, Counsel's fees and so forth.

We may also have to make some payments to third parties which we will charge to you as part of our fees, such as online searches, travel costs, agent's fees and police reports. Where these are incurred, we shall advise you of the need to incur them and will charge the sum we incur. We will have to charge VAT in addition, although this should make no difference where we have been charged VAT which we can recover.

A number of matters will involve the need to transfer funds either for the purpose of the transaction or to account to you on funds held. We have negotiated a facility with the bank to instigate such payments directly and avoid the delays (of up to 3 hours) in the bank handling the transmission or the delays in days of the post in sending out cheques. There are a number of security measures we must take as a result to ensure the accuracy of transmission, but this should result in a faster service for our clients. There is a fee we charge for this, and which we have been able to limit to £42 (inc VAT) for a same day transfer, or £12 (inc VAT) for a BACS payment which may take 3 working days to reach the receiving account. As a matter of course, we no longer issue cheques.

In this respect, our VAT registration number is 133 9642 62.

For certain transactions, where the extent of work can be predicted, we will estimate a figure which will be the amount charged unless unforeseen events occur, and we advise you in advance of the need to revise the estimate.

Where the nature of the work is less predictable, we will still provide you with our best estimate of the likely cost involved, although this will be subject to regular review as the matter progresses.

Our fees are payable whether or not a case is successfully concluded, or a transaction completed. Unless we have agreed a fee for a transaction is payable on completion, it is our practice to raise interim invoices on a monthly basis.

Any invoices including interim accounts, are payable within the 28 days of the invoice. If any invoice remains unpaid over 28 days, then we may, in our absolute discretion, refuse to act further in the matter until outstanding charges are paid.

We are pleased to offer a facility for payment of our fees and disbursements only by Visa or Mastercard credit cards or by debit cards. Payments for any other purposes cannot be accepted. If you wish to take advantage of this facility, please contact our Accounts Department.

In the event of late payment, we are entitled to charge interest at the Law Society approved rate of 4% over the base rate from time to time applicable at Lloyds TSB Bank plc. Such interest becomes payable from the date the invoice is rendered but only if payment is not made within the requisite 28 days.

In relation to disbursements, we will only be able to incur responsibility for these provided we have received a payment on account in cleared funds beforehand. In order to avoid delay in relation to small disbursements we normally request a payment on account for this purpose. Any unused fund held on account may be used to offset any bill as it is raised, and we will do this to limit any interest accruing. In such event we will request payment of any such bill in full to ensure that the payment on account is restored to its original amount to be held on account of future bills and disbursements.

Cash payments will not be accepted by staff of this firm in excess of £500 unless with prior arrangement with one of the directors. If clients circumvent this policy by depositing cash direct with our Bank, we reserve the right to charge for any additional checks we deem necessary regarding the source of the funds.

## **10. Financial Services**

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

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

The Law Society is a designated professional body for the purposes of the Financial Services and Markets Act 2000, but responsibility for regulation and complaints handling has been separated from the Law Society's representative functions. The Solicitors Regulation Authority is the independent regulatory board of the Law Society and the Legal Ombudsman is the independent complaints handling body.

## **11. Interest Policy**

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 and are required to put in place an interest policy; this policy sets out the guidelines for when interest will be paid and is summarised below.

We aim to account to you for interest at a reasonable rate of interest however as the holding of your funds is incidental to the carrying out of your legal instructions, the rate is unlikely to be as high as the rate you may be able to obtain when depositing the money, we hold on your behalf yourself. In most cases we must ensure that money held on client account is immediately available and so the need for instant access is taken into account when setting the rate of interest payable by us.

Our interest rate on monies held on general client account will be 0.25% below the Bank of England Base Rate in force for the relevant period of time. This rate is likely to change from time to time. In exceptional circumstances it may be necessary to place funds in a separate designated deposit account.

Where amounts are held outside of a general client account or separate designated deposit account, the rate of interest and date that interest is credited will depend on the relevant institution where the funds are held, and as such fall outside the requirements of this policy. The relevant interest information can be obtained at your request.

Whenever we hold your money on your behalf, any interest paid to you is paid without any deduction for income tax (unless you are resident overseas – see below). As such it is your responsibility to inform HMRC of amounts interest received from us and the implications of this will depend upon your own financial circumstances.

Under the European Savings Directive regulations 2003/48/EC we are required to inform HMRC of payments of interest to relevant payees and residual entities in prescribed territories. Where you reside outside the UK and EC, we are required to deduct income tax at the current basic rate and account for this interest to HMRC directly and pay you the net amount.

When money is held on our general client account, interest will be calculated from the time the funds become cleared for interest purposes, on cheques or banker's drafts this will be 3 days after the cheque or draft has been deposited with our bank. For amounts received by debit or credit card, interest will start to accrue from the date of the actual receipt, usually 3 days after the transaction has been authorised. For direct transfers or same day payments the funds become cleared on the day after receipt. Interest will be calculated on a daily basis and calculated on amounts held overnight from the day the funds become cleared for interest purposes.

Interest will not be paid if the sum of money held is not exceeding the amount shown in the left column below for a time not exceeding the period indicated in the right column:

Amount	Period
£1,000	8 weeks
£2,000	4 weeks
£10,000	2 weeks
£20,000	1 week

Interest will not be paid if the total amount calculated for the period that cleared funds are held is less than £30.00. This de minimis figure does not apply to funds held on a separate designated deposit account.

Interest will be calculated at the end of the matter and will credit the client ledger at that date.

## **12. Financial Services Compensation Scheme (“FSCS”)**

In the event of a banking failure it is unlikely that the firm would be held liable for any losses of client account money. If a corporate body client is not considered a small company by the FSCS, then they will not be eligible for compensation.

We currently hold our client account funds in Lloyds Bank. The £75,000 FSCS limit will apply to each individual client so if you hold other personal monies in the same bank as our client account, the limit remains £75,000 in total, so it may be advisable to check with your own bank as some banks trade under different trading names. In the event of a bank failure you agree to us disclosing details to the FSCS.

## **13. Storage of Papers and Documents**

After completing the matter, we will be entitled to keep all your papers and documents while there is still money owed to us for fees and expenses. We will keep your file of papers (except for any of your papers which you ask to be returned to you) for no more than 6 years on the understanding that we have your authority to destroy confidentially the file 6 years after sending you our final bill. We will not destroy documents you ask us to retain in safe custody.

We do not normally make a charge for retrieving stored papers or deeds in response to continuing or new instructions to act for you. However, we reserve the right to make a charge based on the time we spend reading papers, writing letters or other work necessary to comply with your instructions as may be appropriate.

## **14. Termination of Instructions**

In certain circumstances you may have a right to cancellation within 14 days. Where that right applies, we will send you a model form of notice to cancel. In those cases, we may be unable to proceed with your case until the period expires or we receive a written instruction to proceed as we will request from you.



Separate to any right to cancel, you may terminate your instructions to us in writing at any time, but we will be entitled to keep all your papers and documents while there is money owing to us for our charges and expenses.

We may decide to stop acting for you only with good reason, for example, if you do not pay a bill in time or meet a request for payment on account, we reasonably make having regard to the work required. We will give you reasonable notice when we decide that it is appropriate to stop acting for you. In such event we will be entitled to charge for any work carried out prior to termination on the basis set out in our covering client care letter to you.

**15. Professional Indemnity Cover and limit of liability**

As required under our professional rules, we maintain professional indemnity insurance with a maximum cover of £3,000,000. You agree with us that any claim which may be made against us arising out of these instructions will be limited to that amount. In the event that there is any prospect that the value of any risk attaching to instructions may exceed that amount we will discuss with you the need to increase cover in relation to that transaction on such terms as may then be reasonable and in which case the limit of our liability to you will be in accordance with that agreement.

We shall not be liable for any consequential losses or losses attributable to lost profits or opportunities. Likewise, we are not liable to provide advice in areas for which we have not received express instructions.

We only limit our liability to you as above to the extent the law allows it. In particular, we do not limit our liability for death or personal injury caused by our negligence.

Our indemnity insurance providers are International General Insurance Company (UK) Limited arranged through Pen Underwriting of The Walbrook Building, 25 Walbrook, London EC4N 8AW.

**16. Acceptance of our terms and when we can start work**

We have requested your signature to an acknowledgement to confirm that you have received these terms and conditions, that you have read and understood them and that you agree to them. If there is any aspect with which you take issue, then you must raise it before returning the acknowledgement.

Our obligations to you will start as soon as we receive:

- 16.1 The acknowledgement form provided with these terms;
- 16.2 Satisfactory evidence of your identity; and
- 16.3 Any initial payment we have requested from you.

In addition, where we have identified in our acknowledgement form that you have a right to cancel, our obligations to you will start the earlier of 14 days after you receive our notice to that effect and the date when we receive your instruction to proceed without delay.

Signed .....

Date.....

«MATTER\_FEE\_EARNER\_ID»/«client\_no»/«matter\_no»