

## **TERMS OF SERVICE**

### **Our Mission**

We are passionate about what we do and our aim is to recover the money you are owed as soon as possible in the professional manner you would expect from a Law Society Lexcel accredited firm of solicitors.

Set out below are the terms of service which we provide to our clients. These terms of service, our client care letter and any Damages-Based or Conditional Fee Agreements apply to all work carried out by us except to the extent that changes are expressly agreed in writing.

### **1. ABOUT WELBECK SOLICITORS LLP**

1.1 Your Agreement for the provision of legal services is with Welbeck Solicitors LLP, a limited liability partnership incorporated in England and Wales under English law registered number OC335431. Our registered office and principal place of business is at 48-49 Russell Square, London, WC1B 4JP. Welbeck Solicitors LLP is regulated by the Solicitors' Regulation Authority (No. 486396).

1.2 Your agreement is not with any particular individual of Welbeck Solicitors LLP even if all work done by Welbeck Solicitors LLP is done by one person only. No individual assumes any personal responsibility for any act or omission of Welbeck Solicitors LLP.

1.3 Reference in these terms of service to "We", "Us", "Our" or "Our members" shall be construed accordingly. Reference in these terms of service to "You" or "Your" shall refer to each and every party to this retainer letter (other than us). No individual assumes any personal responsibility for any act or omission of Welbeck Solicitors LLP.

1.4 The normal hours of opening at our offices are between 9.00 am and 5:30 pm (London time) on weekdays. Messages can be left on the answerphone outside those hours and appointments can be arranged at other times when this is essential.

### **2. COMMUNICATION AND YOUR RESPONSIBILITIES**

2.1 We will normally act on your instructions given by letter, verbally in a meeting, by fax or over the telephone. If given verbally, we reserve the right to ask for your instructions to be confirmed in writing, which is preferable to avoid any misunderstandings. If we confirm our understanding of any telephone instructions to you, it will be incumbent on you to correct any errors by return.

2.2 We will keep you informed of any progress and provide you with copy correspondence and documents. It is important that you read all correspondence and documents received and raise any questions about correspondence and documents received.

2.3 Unless you have a client login password, we will regularly update you by telephone, in writing or by email with progress on your matter.

2.4 By instructing us you agree to provide us with clear, timely and accurate instructions and to supply all documentation required to complete the transaction in a timely manner and to safeguard any documents which are likely to be required for disclosure in any litigation matter and to provide cleared funds in a timely manner to enable us to give appropriate undertakings and to pay disbursements in relation to your case.

2.5 We will not be liable to you for any losses caused by false misleading or incomplete information or documentation.

2.6 Where we act for two or more clients jointly it is on the clear understanding that we are authorised to act on instructions from either all or any of them.

2.7 You must not enter into settlement discussions or reach settlement with the debtor without our prior written consent. If you receive any money directly from your debtors or from a third party on behalf of your debtor you agree to inform us immediately in writing.

2.8 If the debtor(s) contact you, please refer them to us and do not engage in communication with them as this may disrupt our collection process and lead to allegations that you have agreed to accept a lesser sum than the debt you are owed.

### **3. EMAIL COMMUNICATION POLICY**

#### **3.1 Your agreement to using email**

3.1.1 We have full internet access and all our staff in the firm are able to send and receive email. By agreeing to these terms of service, you accept to the use of email for sending messages, correspondence and documents between ourselves and in respect of your legal affairs, between us and third parties.

3.1.2 The use of email carries certain risks, confidentiality may be breached, messages may be lost or delayed or may not be read and virus infections may be transferred as a result of the use of email. We cannot accept any responsibility for any loss which you may suffer as a result of the use of Internet email for communication or for the transmission of information between our organisations or between us and third parties.

#### **3.2 Confidentiality issues of email**

3.2.1 Internet email could result in breaches of confidentiality e.g. any email may theoretically be intercepted, read, manipulated or corrupted at any point along its journey. Unless you specifically write to tell us otherwise e.g. on a particular piece of work or in respect of particular types of information, by returning our signed client care letter, we shall assume that you are content for email to be used in respect of any matters where we act for you.

#### **3.3 Delivery of email**

3.3.1 Our email system allows us to confirm delivery of emails sent and provide us with 'read receipts', which tell us when the email was opened. However, the system may not always provide automatic confirmation that a message has been received and there may be considerable delay between transmission and delivery. If you need to know that your message has been received, you should make a separate request for confirmation.

3.3.2 However, email messages may not arrive at their specified destination or may take much longer than expected to be delivered. Where you have asked for fast delivery we shall not use email unless you specifically request otherwise or unless we take steps by additional communication to confirm that the email in question has arrived.

#### **3.4 Unread email**

3.4.1 We suggest that when sending time critical emails to us, you telephone to ensure that the intended recipient is aware that a message has been sent or that someone else will be available to deal with it. We shall adopt the same practice.

### **3.5 Virus infection of email**

3.5.1 Use of email, including the mere receipt of an email message with an attached file, may result in the transmission of computer virus infections. Although we take various precautions to reduce this risk, it is essential that you take the necessary virus checking measures before you read or open files which are attached to emails which you receive from us.

## **4. IDENTIFICATION**

4.1 We are required by law to check the identity of a client and the nature of the transactions being undertaken and have developed verification procedures to ensure that we are compliant. This is because solicitors who deal with money and property on behalf of their client can be used by criminals wanting to launder money. If our members of staff fail to comply with these procedures they may be liable to criminal prosecution. As part of these procedures you will be asked to provide some information/documentation. We trust that you will not find this onerous. It is the sort of information which you are now required to provide to banks, accountants and other professionals.

4.2 If you do not provide the information and documentation requested we may not be able to proceed with your matter. This could delay your matter indefinitely. We reserve the right to cease acting for you and to retain any monies held on your account if you are unable to provide the information or documentation requested.

4.3 If you cannot provide us with the specific identification requested (see List A and List B below), please contact us as soon as possible to discuss other ways to verify your identity.

4.4 If you are an individual or a group of individuals we need partners; directors/major shareholders; executors or trustees (as appropriate), to provide us with one of the original documents from List A to confirm your identity and 1 different original document from List B to confirm your place of residence.

4.5 Alternatively, we will accept certified copies from your accountant, solicitor or other suitably qualified person with an original letter from that person referring to the certified enclosures.

4.6 We will then copy the documentation and retain certified copies. The originals will be returned to you upon the day of receipt by recorded delivery.

### **List A**

- Current signed passport
- Current driving licence – not provisional driving licences
- Inland Revenue C1S4

### **List B**

- Electoral register
- Local Authority Council Tax Bill for the current year
- A recent (last 3 months) Gas, Electricity, Water, or similar utility bill
- Driving licence – unless already used as List A identification
- A current building society passbook
- A current bank statement
- Current local council or housing association tenancy agreement or rent card
- Recent mortgage statement from a recognised lender
- Solicitor's letter confirming a recent house purchase or land registry confirmation of address
- Inland Revenue self-assessment statement or tax demand

- House or motor insurance certificate

4.7 If you are a company and are quoted on the London Stock Exchange, please also send us a certified copy of your Certificate of Incorporation. If you are not quoted on the London Stock Exchange please also provide us with two of the following: Memorandum & Articles of Association, Certificate of Incorporation, your latest accounts, latest annual return.

## **5. MAKING A DISCLOSURE**

5.1 We are professionally and legally obliged to keep your affairs confidential. However, solicitors may be required by statute to make a disclosure to the National Crime Agency where they know or suspect that a transaction may involve money laundering or terrorist financing. If we make a disclosure in relation to your matter, we may not be able to tell you that a disclosure has been made. We may have to stop working on your matter for a period of time and may not be able to tell you why.

5.2 In the event of such a report being made whether appropriately or not, we will not be liable for any deadlines missed and in no circumstances will any compensation become due or payable to you.

## **6. RATES**

6.1 If we have entered into a (Collective) Damages Based Agreement and we recover money due to you, you agree to pay the percentage charge shown in our (Collective) Damages-Based Agreement.

6.2 Notwithstanding the above, the court may require us to record the time spent on a matter so it can assess any costs payable by your debtor(s).

6.3 Alternatively, if you terminate the (Collective) Damages-Based Agreement for any reason we will be entitled to charge you our time costs. Our time costs are charged on the amount of time spent dealing with your matter. This may include meetings with you and/or others, including the time it takes to prepare a written record of the meeting; reading, preparing and working on papers; correspondence sent and received on the matter (including emails even when we are copied in with them and text messages); telephone calls made and received; attending court, including advocacy, traveling and waiting; identity verification so that we can comply with the Anti-Money Laundering Regulations 2007; printing off attachments and/or emails which we receive and checking them; photocopying carried out by us internally; arranging for external photocopying; booking boardrooms and appointments and dealing with internal cashing and banking issues in relation to your matters.

6.4 In addition to the time spent we also take into account a number of other factors. These include the complexity of the issues; whether the work is carried out with expedition or urgency, or out of normal office hours; the size and age of the debt, the location of the debtor, the documentation upon which you are seeking to rely. If the work involves a limitation date issue we reserve the right to increase our hourly charge-out rates referred to in our client care letter by ten per cent.

6.5 We record time in units of a minimum of six minutes each, with routine letters, faxes, emails and telephone calls received and sent being charged at 1 unit each.

6.6 Our current hourly charge out rates are set out in our client care letter which will be sent to you separately or upon enquiry. These hourly rates have to be reviewed periodically to reflect increases in overhead costs and inflation. Normally the rates are reviewed with effect from 1<sup>st</sup> April each year. If a review is carried out before this matter has been concluded, we will inform you of any variation in the rate before it takes effect.

6.7 If you are paying us on an hourly basis, it is often difficult to estimate in advance the costs of any particular case or transaction, or to give a fixed figure of what the costs will be. Where possible, we shall

give you an estimate of the likely costs involved, but this may change as the matter proceeds, and it cannot therefore be regarded as binding. All estimates given are based on the assumption that there will be no unusual items arising during the conduct of the matter and that you provide documentation, information and instructions without delay. We shall let you know and keep you informed of any changes, as and when they become apparent and the reasons (so far as we can) for any increase. We may of course, limit the amount of costs to be incurred without further reference to yourselves.

6.8 Solicitors have to pay out various other expenses on behalf of clients ranging from Land Registry Fees or Court fees, experts' fees, boardroom hire and so on. We have no obligation to make such payments unless you have provided us with the funds for that purpose. VAT is payable on certain expenses. We refer to such payments generally as 'disbursements'.

## **7. VAT**

7.1 The percentage charges or contingency fee referred to in our (Collective) Damages-Based Agreement includes Value Added Tax ("VAT") but not the hourly charge out rates set out in our client care letter.

7.2 Where we deem it appropriate to do so we will add VAT to our charges. At present, the rate of VAT is 20% and businesses may reclaim VAT but you will have to take advice from your accountant. Where work is carried out for non-EU residents, and does not involve a property situated in the UK, VAT may not be chargeable. For members of the EU, we will require your VAT registration number for this to apply. Our VAT number is GB930345839

## **8. INVOICES AND PAYMENT REQUESTS**

8.1 Usually we shall deduct our fees from recoveries but if we send you an invoice you agree to pay all invoices or payment requests in full immediately following delivery of our invoice or payment request. If payment is not made within 7 days of the payment request we shall charge interest at the rate as ordered by the Court on judgment debts, which is currently 8% per annum. Alternatively if you are a commercial client we reserve our right to charge you interest under the Late Payment of Commercial debts (Interest) Act 1988 at 8% pa above the Bank of England's base rate.

8.2 Furthermore, we also reserve the right in such cases to suspend work or terminate our retainer altogether, in which case an invoice or payment request for the full amount of any work done will then be rendered to you.

8.3 You may be asked to make payments from time to time in advance of monies generally on account of our expenses and disbursements which we expect to be incurred. If you do not make the payment on account we reserve the right to stop acting for you further. If you are paying us on a private fee paying basis we reserve the right to ask you for our fees on account of costs as well

8.4 We may use money received from you or on your behalf to discharge an invoice already delivered, or in reimbursement of a payment made by us on your behalf whether or not the money held relates to the same matter. In the event that we hold client money for you in our client account or a designated deposit client account, we reserve our right to exercise a lien in respect of our unpaid costs and/or disbursements.

8.5 Our debt collection software is fully automated and accordingly invoicing usually take place on about the last working day of the month. The invoices will detail payments received from the debtors, the amount due to you and the sum due to us in fees. A payment will then be made to your bank account.

8.6 If a debtor pays by instalments we may invoice you on a monthly basis. Whilst we hope that these invoices will provide a fairly accurate running total, adjustment may well be needed when the matter is finally

completed.

8.7 If you instruct us on a private fee paying basis and not under a Damages-Based Agreement or under a Conditional Fee Agreement then we will send you regular interim invoices or payment requests, usually on a monthly basis as we believe that this helps clients to budget for the costs and at the same time keeps them informed of the legal expenses which are being incurred. Whilst we hope that these provide a fairly accurate running total, adjustment may well be needed when the matter is finally completed.

8.8 We expect all invoices or payment requests to be paid in full when our invoice or payment request is delivered to you with time being of the essence. If prompt payment is not made, it may cause a delay in the progress of your case. In the unlikely event of any bill or payment request not being met, we reserve the right to stop acting for you further. If payment is not made within 7 days we shall charge daily interest at the rate as ordered by the Court on judgment debts, which is currently 8% per annum. Alternatively if you are a commercial client we reserve our right to charge you interest under the Late Payment of Commercial debts (Interest) Act 1988 at 8% pa above the Bank of England's base rate.

8.9 In the event that our invoice or payment request is not paid within 14 days you will also become liable for a charge of £350 as compensation for our administrative charges which we incur in calling your accounts department and sending reminders. This is because we incur additional charges in employing our internal practise manager to pursue your unpaid invoices and the cost of the fee earner's time, liaising with the fee earner and collating the documentation.

8.10 Furthermore, we also reserve the right in such cases to suspend work or terminate our retainer altogether, in which case an invoice or payment request for the full amount of any work done will then be rendered to you.

8.11 In the unlikely event we have to issue court proceedings against you we shall ask the Court to make a costs order against you. We are also entitled to recover on a full indemnity basis any costs incurred by us in collecting overdue payments, including our time charges and the costs and expenses of any third parties we may appoint to collect such sums.

8.12 The common law entitles us to retain any money, papers or other property belonging to you which properly comes into our possession pending payment of our costs, whether or not the property is acquired in connection with the matter for which the costs were incurred. This is known as a 'general lien'. We are not entitled to sell property held under a lien but we are entitled to hold property, other than money, even if the value of it greatly exceeds the amount due to us in respect of costs.

8.13 If we are conducting litigation for you, we have additional rights in any property recovered or preserved for you whether it is in our possession or not and in respect of all costs incurred, whether billed or unbilled. We also have a right to ask the court to make a charging order in our favour of any assessed costs.

8.14 We do not accept payments to us in cash in excess of £200. Monies due to you from us will be paid by cheque or bank transfer, but not in cash, and will not be made payable to a third party.

8.15 When paying by BACS, you must notify your bank that you will pay all bank charges (if any). If we incur bank charges, they will be re-invoiced to you. When paying from overseas, payment must be in sterling. If payments are made in any other currency which leads to a shortfall on exchange, we will look to you for the difference. Please note that our bank's transfer charge is an expense and will therefore be recorded as a disbursement, although we will charge £30 plus VAT for banking transfers of funds including but not exclusively TT's, BACS and IMT's which will appear on your bill as a profit cost. Please be aware that there is a significant risk posed by cyber fraud, specifically affecting email accounts and bank account details. Please note that our bank account details will not change during the course of a transaction, and we will not change our bank details via email. Please be careful to check account details with us in person if in any doubt. We will not accept responsibility if you transfer money into an incorrect account.

8.16 Please note that you have a right to object to our bills or payment requests and to apply for an assessment of our bills under Part III of the Solicitors Act 1974.

## **9. COSTS IN CONTENTIOUS MATTERS**

9.1 At the conclusion of litigation, and in the event that you are successful, it may be that you will be entitled to the payment of your costs by another party. However, it is rare for this to result in the other party having to pay anything like the full amount of your costs.

9.2 If you are successful and a court orders another party to pay some or all of your charges and expenses, interest can usually be claimed on them 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 disbursements on account, but we are entitled to the rest of that interest.

9.3 If your case is in the County Court, we reserve the right to require you to pay us more than you may be entitled to recover from your opponent.

9.4 If the other party has to be pursued for payment, this may involve additional costs to you, although we will of course reimburse you for such costs and interest as may be recovered from the other party.

9.5 In addition, there are always inherent risks in litigation and we are required to advise you of the following, which is different in some respects to the practice in other countries:-

- (a) if the case is lost, it is probable that you will be obliged to pay the opponents' costs, as well as your own. Arrangements can be made to take out insurance to cover liability for such legal expenses. Please let us know immediately in writing if you are interested in taking out such cover but also please check with your insurer or insurance broker to see if you have any type of legal expenses insurance to cover this risk;
- (b) the opponent may not be capable of paying what they may have been ordered by the Court to pay;
- (c) if the opponent is legally aided, you may not recover any costs, even if successful in the proceedings.

9.6 While your case is proceeding before the court, a costs order may be made in your favour. If the court awards costs against the debtor:-

- (a) you agree for those costs to be paid direct to us and/or, if the debtor refuses to pay us direct, to pay us those costs on receipt as they will be awarded on the basis of the work that we have done on your behalf; and
- (b) for the purpose of recovering such costs from the debtor, our costs will be the amount ordered by the court or calculated in accordance with any court order or direction. If the damages includes payment of expenses that you are responsible for, as long as we receive payment from the debtor these will be repaid to you (if you have already paid them) or not charged to you (if you are yet to pay them).
- (c) You agree that if the debtor fails to comply with an agreement or order to pay you compensation, you will use all reasonable endeavours in assisting us to recover the money due to you. You agree that this will include the right for us to take action in your name to enforce an order or agreement. We will seek to recover from your debtor the costs of any enforcement action taken. However, you agree that you will be ultimately responsible for the expenses incurred in any action required

by us in this regard.

## **10. CORPORATE CLIENT**

10.1 When accepting instructions to act on behalf of a limited liability partnership or limited company, we may require a Director and/or controlling shareholder to sign a form of personal guarantee in respect of our charges and expenses. If such a request is refused, we will be entitled to stop acting and to require immediate payment of our charges on an hourly basis and expenses as set out above.

## **11. PAYMENT OF INTEREST**

11.1 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 SRA Accounts Rules 2011, interest will be calculated and paid to you at the rate from time to time payable in accordance with our interest policy which is available on request. The period for which interest will be paid will normally run from the date(s) on which funds are received by us until the date(s) of issue of any cheque(s) from our Client Account.

## **12. DATA PROTECTION**

12.1 We use the information you provide primarily for the provision of legal services to you and for related purposes including:

- updating and enhancing client records
- analysis to help us manage our practice
- statutory returns
- legal and regulatory compliance

12.2 Our use of that information is subject to your instructions, the Data Protection Act 1998 and our duty of confidentiality. Please note that our work for you may require us to give information to third parties such as expert witnesses and other professional advisers. You have a right of access under data protection legislation to the personal data that we hold about you.

12.3 By agreeing to our terms of service, you acknowledge and confirm that you have contracted Welbeck Solicitors LLP to provide you with legal assistance and that, in order to provide the legal services, you allow us to process your personal data as necessary to enable the performance of the contract.

12.4 Furthermore, you confirm that you understand that we have a regulatory requirement to retain a copy of all documentation in relation to your instructions and that this will result in your personal data being held by us for a period of 6 years following the termination of your retainer with us.

12.5 We may from time to time send you information which we think might be of interest to you. If you do not wish to receive that information please notify our office in writing.

## **13. CLIENT DATA PROTECTION INFORMATION NOTICE**

13.1 By agreeing to our terms of service, you are confirming that you have read and understood the following with regard to the data that we collect and how we use and store your personal data.

## 13.2 Introduction

This information below sets out our obligations regarding data protection and your rights as our client (“data subjects”) in respect of your personal data under EU Regulation 2016/679 General Data Protection Regulation (“GDPR”).

The GDPR defines “personal data” as any information relating to an identified or identifiable natural person (a “data subject”); an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier, or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural, or social identity of that natural person.

This letter sets our obligations regarding the collection, processing, transfer, storage, and disposal of your personal data. We have implemented procedures and policies for our employees, agents, contractors, or other parties working on our behalf to follow at all times.

We are committed not only to the letter of the law, but also to the spirit of the law and places high importance on the correct, lawful, and fair handling of all personal data, respecting the legal rights, privacy, and trust of all individuals with whom we deal.

## 13.3 Lawful, Fair, and Transparent Data Processing

The GDPR seeks to ensure that personal data is processed lawfully, fairly, and transparently, without adversely affecting your rights as the data subject.

As you are our client and have contracted us to provide you with the necessary legal assistance, under the GDPR we are allowed to process your personal data as a necessity for the performance of the contract.

## 13.4 The Data Protection Principles

The GDPR sets out the following principles with which any party handling personal data must comply. All personal data must be:

- 13.4.1 Processed lawfully, fairly, and in a transparent manner in relation to the data subject.
- 13.4.2 Collected for specified, explicit, and legitimate purposes and not further processed in a manner that is incompatible with those purposes. Further processing for archiving purposes in the public interest, scientific or historical research purposes or statistical purposes shall not be considered to be incompatible with the initial purposes.
- 13.4.3 Adequate, relevant, and limited to what is necessary in relation to the purposes for which it is processed.
- 13.4.4 Accurate and, where necessary, kept up to date. Every reasonable step must be taken to ensure that personal data that is inaccurate, having regard to the purposes for which it is processed, is erased, or rectified without delay.
- 13.4.5 Kept in a form which permits identification of data subjects for no longer than is necessary for the purposes for which the personal data is processed. Personal data may be stored for longer periods insofar as the personal data will be processed solely for archiving purposes in the public interest, scientific or historical research purposes, or statistical purposes, subject to implementation of the appropriate technical and organisational measures required by the GDPR in order to safeguard the rights and freedoms of the data subject.
- 13.4.6 Processed in a manner that ensures appropriate security of the personal data, including protection against unauthorised or unlawful processing and against accidental loss, destruction, or damage, using appropriate technical or organisational measures.

## 13.5 Your Rights (as a Data Subject)

The GDPR sets out the following rights applicable to data subjects (please refer to the parts of this

policy indicated for further details):

1. The right to be informed;
2. The right of access;
3. The right to rectification;
4. The right to erasure (also known as the ‘right to be forgotten’);
5. The right to restrict processing;
6. The right to data portability;
7. The right to object ; and
8. Rights with respect to automated decision-making and profiling.

### **13.5.1 Keeping You Informed**

We shall provide the information set out below to every client:

Where your personal data is collected directly from you, you will be informed of its purpose at the time of collection; and

Where your personal data is obtained from a third party, you will be informed of its purpose:

1. if the personal data is used to communicate with you, when the first communication is made; or
2. if the personal data is to be transferred to another party, before that transfer is made; or
3. as soon as reasonably possible and in any event not more than one month after the personal data is obtained.

### **13.5.2 Data Subject Access**

You may make subject access requests (“SARs”) at any time to find out more about the personal data which we hold about you, what we are doing with that personal data, and why.

If you wish to make a SAR you may do so in writing. SARs should be addressed to our Data Protection Officer.

Responses to SARs shall normally be made within one month of receipt, however we may extend by up to two months if the SAR is complex and/or numerous requests are made. If such additional time is required, you shall be informed.

All SARs received shall be handled by the Firms Data Protection Officer.

We do not charge a fee for the handling of normal SARs. However we reserve the right to charge reasonable fees for additional copies of information that has already been supplied to you, and for requests that are manifestly unfounded or excessive, particularly where such requests are repetitive.

### **13.5.3 Rectification of Personal Data**

You have the right to require us to rectify any of your personal data that is inaccurate or incomplete.

We shall rectify the personal data in question, and inform you of that rectification, within one month of you informing us of the issue. The period can be extended by up to two months in the case of complex requests. If such additional time is required, you shall be informed.

In the event that any affected personal data has been disclosed to third parties, those parties shall be informed of any rectification that must be made to that personal data.

### **13.5.4 Erasure of Personal Data**

You have the right to request that we erase the personal data we hold about you in the following circumstances:

1. It is no longer necessary for us to hold your personal data with respect to the purpose(s) for which it was originally collected or processed;
2. You wish to withdraw your consent to us holding and processing your personal data;
3. You object to us holding and processing your personal data (and there is no overriding legitimate interest to allow us to continue doing so);
4. The personal data has been processed unlawfully;
5. The personal data needs to be erased in order for us to comply with a particular legal obligation.

Unless we have reasonable grounds to refuse to erase personal data, all requests for erasure shall be complied with, and you will be informed of the erasure, within one month of receipt of your request.

The period can be extended by up to two months in the case of complex requests. If such additional time is required, you shall be informed.

In the event that any personal data that is to be erased in response to your request has been disclosed to third parties, those parties shall be informed of the erasure (unless it is impossible or would require disproportionate effort to do so).

#### **13.5.5 Restriction of Personal Data Processing**

You may request that we cease processing the personal data that we hold about you. If you make such a request, we shall retain only the amount of personal data concerning you (if any) that is necessary to ensure that the personal data in question is not processed further.

In the event that any affected personal data has been disclosed to third parties, those parties shall be informed of the applicable restrictions on processing it (unless it is impossible or would require disproportionate effort to do so).

#### **13.5.6 Objections to Personal Data Processing**

You have the right to object to us processing your personal data based on legitimate interests, direct marketing (including profiling).

Where you object to us processing your personal data based on legitimate interests, we shall cease such processing immediately, unless it can be demonstrated that our legitimate grounds for such processing override your interests, rights, and freedoms, or that the processing is necessary for the conduct of legal claims.

Where you object to us processing your personal data for direct marketing purposes, we shall cease such processing immediately.

#### **13.5.7 Sharing of Personal Data**

During our retainer with you we may share your information with the following entities

- Courts and Tribunals
- Experts required to advise or provide reports
- Barristers & Barristers Chambers
- Accountants
- Opposing Lawyers and representatives
- Solicitors Regulation Authority

- Legal Ombudsman
- Banks and Lenders
- Mediation and Arbitration service providers
- Government Bodies
- Auditors
- IT support, Infrastructure and System providers
- Employees of the Firm
- Contractors to the Firm working on your matter
- Postal Service Providers including Couriers
- Insurers and their advisors

### 13.6 Personal Data Collected, Held and Processed

The following personal data is collected, held and processed by us:

<b>Data Ref.</b>	<b>Type of Data</b>	<b>Purpose of Data</b>
Client Name	Your Name	To identify you
Address	Your Address	To send letters to you
Email address	Your email address	To send communication via email
Date of Birth	Your date of birth	To identify you (only if necessary)
Passport Number	Your passport details	To identify you and comply with Anti-Money Laundering Regulations – where applicable
Driving licence number	Your driving licence details	To identify you and comply with Anti-Money Laundering Regulations – where applicable
Utility Bill	Your utility bill(s)	To identify you and comply with Anti-Money Laundering Regulations – where applicable

## 14. STORAGE OF PAPERS AND DOCUMENTS

14.1 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. In addition we will store your file of papers for you in external storage. This may, at our discretion, take the form of scanning and electronically storing the file. Upon closure of the matter, paper file storage is on the clear understanding that we have the right to destroy it after such period as we consider reasonable.

14.2 When we provide our initial invoice we reserve the right to charge you a flat fee of fifty pounds plus VAT for the six year storage period which also covers any destruction costs.

14.3 We will not of course destroy any documents such as wills, deeds and other securities, which you ask us to hold in safe custody. No charge will be made to you for such storage unless prior notice in writing is given to you of a charge to be made from a future date which may be specified in that notice.

14.4 If we take papers or documents out of storage in relation to continuing or new instructions to act for you, we will not normally charge for such retrieval. However, we may charge you both for time spent producing stored papers that are requested and/or reading correspondence or other work necessary to comply with your instructions in relation to the retrieved papers.

## **15. LIMITATIONS ON OUR LIABILITY**

15.1 By accepting these terms of service you agree that Welbeck Solicitors LLP's liability for any claims in respect of the legal services provided under these terms of service shall be, when aggregated with all such other claims made on the same occasion or previously, limited to the maximum amount of £3,000,000 (three million pounds sterling) and that you will not sue any individual member or employee of Welbeck Solicitors LLP in respect of such services. We will not be liable for any consequential, special, indirect or exemplary damages, costs or losses or any damages, costs or losses attributable to lost profits or opportunities.

15.2 You are contracting with Welbeck Solicitors LLP and not any specific individual. Accordingly you agree that you will not bring any claim against any individual employee, consultant or partner in respect of losses which you suffer or incur, arising out of or in connection with our engagement or the services we provide. The provisions of this paragraph will not limit or exclude the firm's liability for the acts or omissions of our employees, consultants or partners.

15.3 The provisions of the above paragraph are intended for the benefit of our employees, consultants and partners but the terms of our engagement may be varied without the consent of all or any of those persons.

15.4 We shall have no responsibility for any failure to advise or comment on any matters which fall outside the scope and limitation of the matters referred to in our client care letter and we have no responsibility to you to update any advice or clarify or amplify changes in the law which take place after our advice is issued. Our advice is restricted to the matter upon which we are specifically instructed and we accept no responsibility for your use of advice outside of the specific matter upon which we are instructed. You should note that we only accept instructions and provide legal advice and we do not provide advice on commercial, financial or accounting aspects of any matter. Neither do we provide advice on foreign law as we are only qualified to provide advice on English law.

15.5 In addition to the other limitations in this document, where we and/or third parties are responsible for any loss suffered by you, our liability for that loss will be limited to a fair proportion of your total loss calculated by reference to the extent of our responsibility. If you have engaged others to represent or advise you on a matter in which we are involved and you agree with any of them that their liability to you will be limited, in order that our position is not adversely affected by any such limitation of their liability, you agree that our liability to you will not exceed the amount which would have applied in the absence of that limitation.

15.6 The above exclusions and limitations will not operate to exclude or limit any liability which cannot lawfully be limited or excluded. In particular they do not limit liability for fraud, nor for causing death or personal injury by negligence, nor for negligence in contentious business, insofar as the Solicitors Act 1974 s 60(5) precludes the exclusion of such liability.

## **16. TAXES**

16.1 In relation to any monies received by or through this firm, you undertake to indemnify us for any liability we may incur under the tax law of any territory which requires us to withhold tax or renders us liable to account to any authority for tax including penalties, fines, and interest on money due to you whether or not our liability arises from a default in payment of tax on your part, or not.

## **17. CHARITY**

17.1 In the event that there is any outstanding balance of £50 or below within your client account, and you have no monies owed to us or third parties relating to your legal affairs, and we are unable to trace you, we reserve the right to give the money to Macmillan Cancer Support, a registered charity.

## **18. CLIENT MONEY**

18.1 In the event of a banking failure, we will not be liable to repay any client money held by Welbeck Solicitors LLP lost as a result of that banking failure. Funds held by us on your behalf will be held in our client account with Barclays Bank Plc.

18.2 Under the Financial Services Compensation Scheme (“FSCS”) a limit applies to funds held at a banking institution as to the level of compensation that can be claimed. As of 1st January 2011 this limit stands at £85,000. If you are entitled to compensation under the FSCS and you hold personal monies at the same bank as our client account, the limit can only be claimed once. Some deposit taking institutions have several brands, i.e. where the same institution is trading under different names. Please check with your bank, the FSA or your financial adviser for more information.

18.3 In the event of a banking collapse, we will need to provide details of all clients whose money is held in our client account and the amount in the account to which each client is entitled. By accepting these terms of service, you provide your consent for us to supply your relevant details to the FSCS. If you do not wish to provide your consent, please notify us in writing. However, please note that by withholding consent, you will not be able to receive compensation from the FSCS.

## **19. PROFESSIONAL INDEMNITY INSURANCE**

19.1 In accordance with the disclosure requirements of The Provision of Services Regulations 2009, our professional indemnity insurer is Travelers Insurance Company Limited. Address: Exchequer Court, 33 St. Mary Axe, London, EC3A 8AG. The territorial coverage of our policy is England and Wales.

## **20. INSURANCE MEDIATION ACTIVITIES**

20.1 This firm is not authorised by the Financial Conduct Authority. However, we are included on the register maintained by the Financial Conduct Authority so that we can carry on insurance mediation activity, which is broadly the advising on, selling and administration of insurance contracts. This part of our business, including arrangements for complaints or redress if something goes wrong, is regulated by the Solicitors Regulation Authority. The register can be accessed via the Financial Conduct Authority website at <http://www.fca.org.uk/register>.

20.2 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 Solicitors Regulation Authority is the independent regulatory body of the Law Society and the Legal Ombudsman is the relevant independent complaints handling body.

## **21. CONFIDENTIALITY AND QUALITY STANDARDS**

21.1 We may be subject to audit or quality checks by external firms or organisations. We may also outsource work. This might be for example typing or photocopying or costings, or research and preparation to assist with your matter. Information from your file may therefore be made available in such circumstances but by signing our client care letter you agree that we can make such a disclosure.

21.2 You agree that we can use your name and the matter details as part of any marketing programme and on our website and refer to the fact that you are our client.

21.3 The firm has achieved the Lexcel quality standard of the Law Society. As a result of this we are or may become 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 confidence. If you prefer to withhold consent, work on your file will not be affected in any way.

21.4 Since very few of our clients do object to this I propose to assume that we do have your consent unless you notify us to the contrary. We will also assume, unless you indicate otherwise, that consent on this occasion will extend to all future matters which we conduct on your behalf. Please contact me if I can explain this further or if you would like me to mark your file as not to be inspected. If you would prefer to withhold consent please put a line through this section in a copy letter for return to me.

## **22. TERMINATION**

22.1 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. If at any stage you do not wish us to continue doing work and/or incurring charges and expenses on your behalf, you must tell us this clearly in writing.

22.2 If we decide to stop acting for you, for example if you do not pay an interim bill or comply with the request for a payment on account or if there is a conflict of interest or you fail to provide us with your instructions in a timely manner, we will tell you the reason and give you notice in writing.

22.3 If you or we decide that we should stop acting for you, you will pay our charges up until that point. These are calculated on an hourly basis plus expenses as set out in these terms of service.

22.4 Under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2014 you have a right to cancel this agreement without giving a reason within 14 days of instructing us. If you wish to cancel you should notify us in writing using the details above. We are not permitted by law to start work on your matter during the 14 day cancellation period unless you expressly request us to start work during that time. If you ask us to start work you may still cancel but (a) you will lose the right to cancel if we complete our work in that time, and all fees and disbursements would be payable, and/or (b) if you cancel and we have undertaken work on your behalf you will be liable to pay such proportion of costs, fees and disbursements as have actually been expended and any excess held by us would be reimbursed to you. These provisions do not apply if your first meeting with us took place at one of our offices or if you are not instructing us as a private individual/consumer.

## **23. COMPLAINTS**

23.1 Our aim is to offer all our clients an efficient and effective service at all times. We are proud that we have achieved Lexcel Accreditation and our clients and our staff are of first importance to us. We hope that you will be pleased with the work we do for you. However, should there be any aspect of our service, or our bill, with which you are unhappy please raise your concerns with Jeremy Boyle in writing who will send you a copy of our Complaints Policy. If you are still not satisfied with our handling of your complaint, you can ask the Legal Ombudsman to consider the complaint. Their contact details are: Legal Ombudsman, PO Box 6806, Wolverhampton, WV1 9WJ. Tel: 0300 555 0333 or email [enquiries@legalombudsman.org.uk](mailto:enquiries@legalombudsman.org.uk). Their website address is [www.legalombudsman.org.uk](http://www.legalombudsman.org.uk). Please note that we have eight weeks in which to resolve the complaint to your satisfaction. You then have six months to refer the matter to the Legal Ombudsman. There are exceptions to these two periods. Please see the Legal Ombudsman's website for details. The Legal Ombudsman cannot accept a complaint if more than 6 years have passed since the act or omission complained of, or (if the act / omission is more than 6 years old) more than 3 years have passed from when you should reasonably have known that there were grounds for complaint.

23.2 Whilst all individuals have recourse to the Legal Ombudsman, certain types of clients might not, e.g. certain enterprises. Please see the eligibility criteria on the Legal Ombudsman's website.

## **24. ENTIRE AGREEMENT**

24.1 These terms of service and our client care letter (and any accompanying Conditional Fee or Damages Based Agreement where relevant) represent the entire understanding between Welbeck Solicitors LLP and you in relation to them and you acknowledge and agree that you have not entered into this agreement in reliance upon any representations agreements statements or replies to specific enquiries (whether oral or written) made or alleged to have been made by Welbeck Solicitors LLP or its members or its officers servants agents or representatives at any time.

## **25. THIRD PARTIES**

25.1 Our advice is for your benefit only. Save as expressly set out, our agreement with you is not intended to confer rights on any third parties whether pursuant to the Contracts (Rights of Third Parties) Act 1999 or otherwise.

## **26. NOTICES**

Any notice required to be given under this agreement or any Damages-Based or Conditional Fee Agreement will be in writing and deemed to be received as follows:

- (i) fax, on the date when sent;
- (ii) letter, when left at the other party's address or if sent by 1st Class Post or in the Document Exchange, 7 days after being sent in the pre-paid post
- (iii) email, on the date it is acknowledged by the recipient.

## **27. SEVERABILITY**

27.1 If any provision in these terms of service, our client care letter or if applicable our Damages-Based or Conditional Fee Agreement is held by any competent English court to be invalid, illegal or unenforceable in whole or in part for whatever reason then it shall be deemed to be severed from the relevant document to the extent only of such invalidity, illegality or unenforceability, and the remaining provisions of this agreement the client care letter or Damages-Based or Conditional Fee Agreement and the remainder of the provision in question shall continue in full force and effect unimpaired by such severance.

## **28. JURISDICTION**

28.1 This agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by the law of England and Wales, and the courts of England and Wales shall have exclusive jurisdiction over any such dispute or claim.

## **29. ACCEPTANCE TO ACT**

29.1 Although your continuing instructions in this matter will amount to an acceptance of these terms of service, it may not be possible for us to start work on your behalf until a signed copy of the client care letter (together with any requested identity information) has been returned to us. By returning a signed duplicate copy of our client care letter (and if relevant, our (Collective) Damages-Based or Conditional Fee Agreement) or by providing instructions you are agreeing to be bound by the terms of service on our website as amended from time to time and the matters set out in our client care letter.

29.2. Unless otherwise agreed and subject to the application of the current hourly rates, these terms of service shall apply to any future instructions given by you to us.