

# GENERAL TERMS OF BUSINESS

TRETHOWANS

Law. As it should be.

Trethowans LLP (a limited liability partnership with registered number: OC342356 and registered office address of London Road Office Park, London Road, Salisbury, Wiltshire, SP1 3HP) (**we, us, our** or **Trethowans**) provides legal services in many different fields, which can broadly be categorised as:

- Involving Court proceedings or Litigation which subdivide into:
  - a. Funded by you, the client;
  - b. Funded by the Legal Aid Agency;
  - c. Funded by a conditional fee agreement;
  - d. Funded by legal expenses insurance.
  
- Non-contentious, which subdivide into:
  - a. Transactions between you and someone else (e.g. conveyancing, contracts), which subdivide into:
    - Fixed fee;
    - Fee related to matters such as time, importance and value.
  
  - b. No transaction with anyone else (e.g. Wills, Probate), which subdivide into:
    - Fixed fee;
    - Fee related to facts such as time, importance and value.

This document sets out our general terms of business (**General Terms of Business**) on which we accept instructions and is in addition to the content of our separate letter (**Client Care Letter**) (if any). In the event of any conflict between these General Terms of Business and the Client Care Letter, the Client Care Letter (if any) will take precedence.

Trethowans will accept instructions from you for advice and representation on the law of England and Wales only and not on any foreign or religious law. On your behalf, this firm can instruct, with your agreement, experts to advise and represent you on foreign and religious law issues.

## 1 OUR ADVICE TO YOU

- 1.1 Any advice provided by us on any matter is strictly confidential and is provided to you solely for the purpose of the instructions set out in the Client Care Letter. Except with our prior written consent it may not be relied upon for any other purpose or by any other person.
  
- 1.2 We are not responsible for advising (or not advising) on matters which are outside the scope of our instructions set out in the Client Care Letter. We are also not responsible:
  - 1.2.1 for any changes in the law after delivery of our advice; or
  - 1.2.2 if you act or refrain from acting on the basis of any draft advice or documentation provided by us before it has been finalised.

## 2 UNDERTAKINGS

- 2.1 The giving and receiving of undertakings between solicitors is a routine aspect of conducting professional business and by instructing us you authorise us to give or to receive any routine undertaking on your behalf. Where an undertaking exposes us to personal responsibility to pay someone else's costs, for example a Landlord's costs for a licence to transfer a lease, we will normally try to agree a limit and will require to be put in funds to cover our responsibility before we give the undertaking.
  
- 2.2 Except in legal aid cases, it is open to you to limit our responsibility and to require us to seek express authorisation for every step we take but this will increase the time we need to spend and therefore the costs for which you are responsible, which in such circumstances may not be recoverable from another party.

### 3 **YOUR INSTRUCTIONS**

- 3.1 You agree that you will at all times provide us with instructions which are clear, timely and accurate. You also agree to provide us with all information that we reasonably require in order to advise you on your matter, and you will ensure that such information is, and remains, true and accurate in all material respects and is not misleading. Unless we agree otherwise with you in writing, we will not check the accuracy or completeness of information provided by you.
- 3.2 It is important that you do not assume that information or documents which have previously been given to us or matters on which we have previously advised will be known to those instructed on a new matter. On any such new matter, please bring any such information and or documentation to our attention.
- 3.3 You are responsible for ensuring that you have all necessary rights to supply us with the information you provide and that our use of that information will not infringe the rights of any third party or result in a breach of any law, rule or regulation.

### 4 **DUTY TO THE COURT AND OTHERS AND ENGAGEMENT OF THIRD PARTIES**

- 4.1 In the course of carrying out instructions on a matter such as yours it may be customary, cost-effective or even necessary to instruct agents or to recommend a third party (such as a barrister, medical practitioner, accountant or foreign lawyer) and we may incur on your behalf reasonable expenses of a type which it is necessary or desirable to incur in relation to the services in question. It is implicit in your instructing us that we have your authority to instruct agents as we think most appropriate (within the cost limitations that we have agreed). Whilst we will ordinarily (but not always) instruct such third party on your behalf, their engagement will normally be with

you directly. Unless otherwise agreed in writing, you will always be responsible for such fees. Although we use reasonable endeavours to assist you in appointing a third party adviser or agent appropriate to your circumstances we do not warrant the quality of such third parties' work.

- 4.2 If any fees or payments are required to be made on your behalf we will assume instructions to discharge these but will notify you where such amounts are substantial.
- 4.3 As solicitors we are regulated by the Solicitors' Regulation Authority (**SRA**) and we must comply with our regulatory duties at all times. In addition to our duty to you, the client, and the SRA we also owe other professional duties including a duty to the Court and a duty to, for example, a litigant in person and/or the solicitors acting for another party to your case or transaction. Our paramount duty is to the court and the administration of justice We cannot accept instructions from you that conflict with such duties; if you persist with instructions that we cannot accept, we will be obliged not only to terminate our retainer to you, but also to advise the Court or other person to whom we owe a duty appropriately.

### 5 **PROCEEDS OF CRIME ACT 2002 AND MONEY LAUNDERING REGULATIONS 2007 AND THE MONEY LAUNDERING, TERRORIST FINANCING, AND TRANSFER OF FUNDS (INFORMATION ON THE PAYER) REGULATIONS 2017) AS AMENDED FROM TIME TO TIME**

- 5.1 By virtue of this legislation, we need confirmation of your identity and we are under a duty to ensure, as far as possible, that any funds dealt with in relation to your matter are legitimate. We have a duty to report any suspicions we may have of money laundering and are not allowed to alert any client whom we suspect.

5.2 Our reporting obligations will, in certain circumstances, override our duty of client confidentiality and we may not be permitted to inform you whether or not we have made, or might intend to make, such a report. We may have to stop working on your matter for a period of time and not be able to tell you why.

5.3 If you fail to provide us with evidence of your identity, when requested, we may be unable to act for you or, in our sole discretion, to cease acting for you.

5.4 We are unable to accept cash in excess of £1,000.

## 6 CHARGES AND EXPENSES

6.1 Our charges are based primarily on the time spent. Time is recorded and charged in units of six minutes. Time spent on your affairs may include some or all of the following:

6.1.1 meetings with you and any other relevant person;

6.1.2 considering, preparing and working on any papers relating to your matter;

6.1.3 letters, e-mails and telephone calls (including attendance notes);

6.1.4 any time spent travelling;

6.1.5 attendance at Court hearings; and expenses incurred will include matters such as travelling expenses, photocopy costs, process servers costs and direct costs in obtaining information.

6.2 We charge separately for photocopying, printing, travel expenses, telephone calls, faxes, electronic funds transfer and support services provided outside normal business hours. Details of our current charges are available on request.

6.3 We may incur additional expenses on your behalf, including barrister's fees, Companies House fees, experts fees, couriers and stamp duty. Such expenses will be your responsibility and we reserve the right to request payment in advance in respect of them. Please note that VAT will be payable on certain expenses.

6.4 You should be aware that the amount of our costs which you will have to pay may be greater than the amount you can recover from another party to the matter.

6.5 All rates are quoted exclusive of VAT, which will almost always be charged in addition. We will add VAT to our charges at the rate that applies at the relevant tax point for VAT purposes - usually the date of the bill.

6.6 It is normal practice to ask clients to pay sums of money from time to time on account of the charges and expenses which are expected in the following weeks or months. We may request further payments on account for charges and expenses to be incurred as the matter progresses. We will offset any such payments against your bill(s) but it is important that you understand that your total charges and expenses may be greater than any advance payments. We may also ask you to provide guarantees for your legal costs and expenses. We reserve the right to stop acting for you if you fail to provide us with a guarantee or monies on account within a reasonable time.

6.7 If you have instructed us that a third party will be responsible for paying our costs, we accept such instructions only on the basis that you will meet our costs if they are not paid promptly by the third party.

6.8 We periodically review our charging rates, usually once per year, to take account of changes in our overhead costs. We will notify you in writing of any increased rate.

6.9 Please note that for security reasons, cheques issued by us may be stopped if they are not cashed within 3 months of the date of issue. If a cheque that you receive from us is stopped, please contact our Finance Department on 01722 412512 to arrange for alternative means of payment.

## 7 **ESTIMATES**

In dispute matters and transactions involving you and someone else, the time spent will be affected by the attitudes adopted by the other parties and their solicitors. We cannot, therefore, quantify in advance the time we are likely to be obliged to spend to do justice to your instructions. We will, however, provide you with our best estimate of charges, including disbursements and Counsel's fees, both at the outset of the matter and at regular intervals or at your request. Any change in your own instructions may also involve us in additional time which may affect the estimate given.

## 8 **BILLING ARRANGEMENTS**

8.1 The Client Care Letter sets out the basis upon which the costs that are payable in connection with a matter will be calculated.

8.2 We may submit interim invoices at monthly or other appropriate intervals. Each invoice is final for the costs/period that it covers, and it is not open to subsequent adjustment.

8.3 Payment is due to us on presentation of the invoice. We will charge you interest on the bill at 4% per annum (compounded quarterly) above the base rate of our current bank from the date of the bill if you do not pay our bill within 28 days from the date we sent you the invoice. Interest will be charged on a daily basis.

8.4 If you have any query about your invoice, you should contact the lawyer or supervisor with responsibility for your matter

straightaway. If your query is not resolved please contact our Client Care Partner in accordance with our complaints procedure (see clause 0 below). You are entitled to apply for an assessment of the invoice by the court under Part III of the Solicitors Act 1974, but there are time limits for doing this: you only have an absolute right to an assessment within one month of an invoice being delivered to you. We can provide further details upon written request.

## 9 **CURRENCY**

9.1 We expect our accounts to be settled in Pounds Sterling. In the event of our agreeing to receive payment in Euros or any other currency, the following principles will apply:

9.1.1 payments on account will be converted from the applicable currency to Pounds Sterling, at the rates obtainable from our bankers for the sale to them of such currency, on the day of banking. Any balance due to you on conclusion of the transaction, after deduction of agreed costs and expenses (plus VAT if applicable) in Pounds Sterling, will be converted back to the applicable currency at the rate obtainable from our bankers for our purchase of such currency on the day of drawing a cheque;

9.1.2 bills will be converted from Pounds Sterling to the applicable currency, at the rate obtainable from our bankers for the purchase of such currency, on the date of the bill but if the bill is not paid within 28 days then, in addition to interest, we shall have the right (exercisable at our sole discretion) to apply the conversion rates available for the purchase of such currency on the date of actual payment.

## 10 STORAGE OF PAPERS AND DOCUMENTS

10.1 We are entitled to keep certain of your papers and documents while there is money owing to us for our charges and expenses. We will keep our file of papers (except for any of your papers which you ask to be returned to you) for no less than 7 years after the date of the final bill we send you for this matter. We will not destroy documents you ask us to deposit in safe custody.

10.2 If we retrieve papers or documents from storage in relation to continuing or new instructions to act in connection with your affairs, we will not normally charge for such retrieval. However, we may make a charge based on time spent producing stored papers or documents to you or another at your request. We may also charge for reading, correspondence or other work necessary to comply with the instructions given by you or on your behalf.

## 11 FACILITIES FOR DISABLED CLIENTS

We have made a number of provisions to make it easier for disabled clients wishing to use our services and/or access our premises. Further information on our facilities is available upon request or can be viewed on our website [www.trethowans.com](http://www.trethowans.com). If you have a particular disability or requirement that you feel we should be aware of, please contact us in advance of any appointment, and we will do what we can to ensure that appropriate arrangements are made.

## 12 QUALITY ASSURANCE

As a firm we are committed to providing the highest quality of service and, to this end, we comply with professional standards for solicitors. As part of the compliance process our performance is monitored and client files, which may

include yours, are randomly selected for inspection by independent auditors from time to time. We reserve the right to allow your file to be audited in this way. The audit process is both privileged and confidential.

## 13 COMMISSION, INTEREST, INVESTMENT AND REGULATION OF INSURANCE DISTRIBUTION AND OTHER ACTIVITIES

13.1 We will account to you for any commissions earned on investments.

13.2 Client money paid to us will be held in a separately designated client bank account subject to the provisions of the Solicitors' Accounts Rules. For a copy of our policy on the payment of interest on client account monies please go to our website at [www.trethowans.com](http://www.trethowans.com).

13.3 Trethowans 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 distribution activity, which is broadly the advising on, arranging 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 (SRA). The register can be accessed via the Financial Conduct Authority website at <https://register.fca.org.uk>

13.4 If, while we are acting for you, you need advice on investments, we may have to refer you to someone who is authorised by the Financial Conduct Authority, as we are not. However, as we are regulated by the Solicitors Regulation Authority, we may be able to provide certain limited investment services where these are closely linked to the legal work we are doing for you.

- 13.5 As we are authorised and regulated by the Solicitors Regulation Authority we are able to engage in certain regulated activities in relation to credit and consumer hire agreements where these activities arise out of or are complementary to the professional service provided by us to a client, and where the provision of our service in the course of carrying on such activities is incidental to the provision by us of professional services.
- 13.6 These activities are limited in scope. They broadly comprise acting for clients in negotiating terms for discharging debts (debt adjusting) or advising them on paying off their debts (debt counselling) under credit/hire agreements, and acting for clients in performing their duties (debt administration) or obtaining payment of debts (debt collection) under credit/hire agreements. They may also comprise entering into credit agreements which relate exclusively to payment of our fees or disbursements, and exercising (or having the right to exercise) the lender's rights and duties under them.
- 13.7 Trethowans is not authorised by the Financial Conduct Authority. The firm is authorised and regulated by the Solicitors Regulation Authority, and the Law Society is a designated professional body for the purposes of the Financial Services and Markets Act 2000. The name of the firm is Trethowans LLP and the address is London Road, Salisbury, Wiltshire, SP1 3HP. Complaints and redress mechanisms are provided through the Solicitors Regulation Authority and the Legal Ombudsman.
- 13.8 If, following completion of your matter, the balance held on your behalf on our client account is less than £5.00 (five pounds) you authorise us to send the balance to our nominated charity of the year (as from time to time shown on our website). If you do not wish us to do this, please confirm this in writing to us prior to completion of your matter.

## 14 **INSURANCE**

- 14.1 We maintain professional indemnity insurance in accordance with the Solicitors' Indemnity Rules 1987, and a copy of our current insurance policy is available for inspection at our offices as required under the Provision of Services Regulations 2009.
- 14.2 We may be required by the terms of our professional indemnity insurance, to disclose documents and/or information relating to your matter to our insurers, if circumstances arise which might give rise to a claim being made against us, even if you have not actually brought a claim. You agree to waive your right to privilege and confidentiality in such documents and information in circumstances where we are obliged to make disclosure to our insurers.

## 15 **LIMITATION OF LIABILITY / CLIENT MONIES – YOUR ATTENTION IS PARTICULARLY DRAWN TO THE CONTENT OF THIS CLAUSE 15**

- 15.1 This clause 15 sets out the entire financial liability of Trethowans (including any liability for the acts or omissions of our employees, members/partners, agents and/or consultants) to you.
- 15.2 Nothing in these General Terms of Business or the Client Care Letter shall exclude or limit our liability to you for:
- 15.2.1 death or personal injury caused by our negligence;
  - 15.2.2 fraud or fraudulent misrepresentation; or
  - 15.2.3 any matter in respect of which it would be unlawful for us to exclude or restrict liability.

- 15.3 Subject to clause 15.2, Trethowans shall not under any circumstances whatever be liable, whether in contract, tort (including negligence) or restitution, or for breach of statutory duty or misrepresentation, or otherwise, for any:
- 15.3.1 loss of profit, loss of goodwill, loss of business, loss of business opportunity, loss of anticipated saving;
  - 15.3.2 special, indirect or consequential damage;
  - 15.3.3 any liability whatsoever arising out of any action that we, in good faith, consider is necessary for us to comply with anti-money laundering legislation;
  - 15.3.4 services or advice given by third parties whom we instruct on your behalf; or
  - 15.3.5 any failure to fulfil our obligations caused by circumstances which are beyond our reasonable control.
- 15.4 If you suffer loss for which we and any other person are jointly and severally liable to you, the loss recoverable from us by you shall be limited so as to be in the proportion to our relative contribution to the overall fault of us, you and any other person in respect of the loss in question.
- 15.5 If, as a result of any exclusion or limitation of liability agreed by you with any other person the amount which we are able to claim as a contribution from such other person, in connection with any claim by you against us arising out of or in connection with the engagement is reduced, our liability to you in respect of such claim shall be reduced by the amount of such reduction.
- 15.6 Subject to clause 15.2, the total aggregate liability of Trethowans to you, whether for breach of contract, tort (including negligence, misrepresentation or otherwise), statutory duty or otherwise arising out of or in connection with our engagement and whether related to any act, omission, statement or delay in acting will be limited to £3million.
- 15.7 Client account monies are placed by us at various deposit-taking institutions including Royal Bank of Scotland, Santander, Lloyds Bank plc and Handelsbanken. The Law Society has published guidance to confirm it would be unlikely that we would be held liable for losses resulting from a banking failure. By way of further explanation:
- 15.7.1 the normal £85,000 Financial Services Compensation Scheme (FSCS) limit applies to individual clients and small companies (as defined by the FSCS) but should you hold personal monies in the same deposit-taking institution as our client account, the compensation limit remains £85,000 in total.
  - 15.7.2 any corporate body clients which are not considered to be a “small company” by the FSCS, would not be eligible for compensation.
  - 15.7.3 some deposit-taking institutions have several brands (i.e. where the same institution is trading under different names). You should check either with the deposit-taking institution, the FCA or your financial advisor for more information.
  - 15.7.4 we would need your consent for the disclosure to FSCS of your client details in the unlikely event of a deposit-taking institution failure
- 15.8 All correspondence and communications sent by us in the performance of our services, whether signed by a partner/member, consultant or employee, shall for all purposes be assumed to have been sent by Trethowans. In

the event of any liability arising out of our engagement, or otherwise arising out of or related to the performance of our services, such liability shall be a liability of Trethowans and not of any partner/member, consultant or employee of Trethowans. By engaging us to carry out work on your behalf you irrevocably agree that you will not bring any claim arising out of or in connection with our engagement personally against any individual member / partner, employee or consultant of Trethowans. You also irrevocably agree that the Contracts (Rights of Third Parties) Act 1999 shall apply to this clause 15.8 to the extent necessary to ensure that any partner/member, consultant or employee of Trethowans shall have the right to enforce this clause 15.8 in his/her own right, pursuant to section 1(1) of the Contracts (Rights of Third Parties) Act 1999.

## 16 **TERMINATION OF YOUR INSTRUCTIONS**

- 16.1 You may terminate your instructions to us in writing at any time but we will be entitled to keep certain of your papers and documents while there is money owing to us for our charges and expenses incurred.
- 16.2 In some circumstances we may consider we ought to stop acting for you, for example, if you cannot give clear or proper instructions on how we are to proceed, or if it is clear that you have lost confidence in how we are carrying out your work.
- 16.3 We may decide to stop acting for you only with good reason, for example, if we consider it to be in your best interests that we cease to act, if you do not pay an interim bill, if you do not provide information (including personal data) that we reasonably require in order to advise you on your matter or comply with our request for a payment on account. We must give you reasonable notice that we will stop acting for you.

16.4 If you or we decide that we no longer act for you, you will pay our charges up to the date of termination of instructions by notice in writing on an hourly basis and expenses as set out in these General Terms of Business.

## 17 **NOTICE OF RIGHT TO CANCEL UNDER THE CONSUMER CONTRACTS (INFORMATION, CANCELLATION AND ADDITIONAL CHARGES) REGULATIONS 2013 (NOTICE)**

- 17.1 **Right to Cancel.** Under the Regulations, you may, if you have engaged us in your capacity as a consumer, have a right to cancel this contract within 14 days without giving any reason. The cancellation period will expire after 14 days from the date our contract with you is entered into.
- 17.2 To exercise your right to cancel, you must inform us of your decision to cancel this contract by a clear statement in writing (e.g. a letter sent by post, fax or email). Below is an example of wording that could be used, but you are not under any obligation to use this specific wording:

To: Trethowans LLP

I/We (delete as appropriate) hereby give notice that I/we (delete as appropriate) wish to cancel my/our (delete as appropriate) contract with Trethowans LLP (reference number [●]) for the supply of legal services pursuant to the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013.

Signed:

Name:

Address:

Date:

- 17.3 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.
- 17.4 **Effects of cancellation.** If you validly cancel this contract within the time periods stated above, we will, subject to clause 17.6, reimburse to you all payments received from you unless you have previously instructed us to forward such monies (or part of them) to a third party. 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.
- 17.5 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.
- 17.6 If you requested us to begin performance of services during the cancellation period you shall pay us for the services already performed prior to you having communicated to us that you wish to cancel this contract.

### **OUR COMPLAINTS PROCEDURE**

- 17.7 We are committed to providing a high quality legal service to all our clients. When something goes wrong we need you to tell us about it, so that we can sort it out if you are right.
- 17.8 What is a complaint?
- 17.8.1 If you are unhappy with the service provided or you are dissatisfied with anything we have done or failed to do for you, you must feel free to complain to us. Even if you are just worried or confused, please feel free to use this complaints handling procedure. Making a complaint will not prejudice anything we are

doing for you. You may also use this complaints procedure if you think that we have been unreasonable in refusing to act for you.

### 17.9 Our Complaints Procedure

- 17.9.1 If you have a complaint, please contact us with full details so that this may be fully investigated. We would like complaints to be in writing either by letter (addressed to the Client Care Partner at Trethowans LLP, The Pavilion, Botleigh Grange Business Park, Hedge End, Southampton, SO30 2AF) or email to [jamie.earley@trethowans.com](mailto:jamie.earley@trethowans.com).
- 17.9.2 If you cannot put your complaint in writing or do not want to do so, please telephone our Client Care Partner (Jamie Earley) on 02380 820545.
- 17.9.3 If your complaint is about Jamie Earley's work, please address your letter directly to our Managing Partner, Mike Watson.

### 17.10 What Will Happen Next?

- 17.10.1 We hope it is obvious but we will not charge you for dealing with your complaint.
- 17.10.2 We will send you a letter acknowledging receipt of your written complaint normally within two days of receipt. We will acknowledge verbal complaints within the same period.
- 17.10.3 We will then investigate your complaint. This will be undertaken by our Client Care Partner, Jamie Earley, sometimes with assistance from the relevant Team Leader.

- 17.10.4 Jamie Earley will either send to you a detailed written reply including, if appropriate, our suggestions for resolving the matter or invite you to a meeting to discuss your complaint, normally within 21 days of sending you the acknowledgment.
- 17.10.5 Within seven days of a meeting with you, Jamie Earley will write to you to confirm what took place and any solutions he has agreed with you or proposes.
- 17.10.6 If your complaint is upheld we will acknowledge this and explain what we think is an appropriate and proportionate response. Where appropriate this may involve a remedy (which might be financial or non financial) that we believe compensates you for the loss and/or inconvenience that you have suffered.
- 17.10.7 If you are dissatisfied with the Client Care Partner's decision you will have a right to appeal to our Complaint Appeals Partner, Paul Longman, or such alternative Partner as the Client Care Partner may notify to you.
- 17.10.8 The Complaint Appeals Partner will then review the Client Care Partner's written reply and respond to you within 21 days from receipt of your appeal. Where appropriate, you may be invited to a meeting to discuss and hopefully resolve your complaint.
- 17.10.9 We usually have a maximum of 8 weeks in which to give you a final response and if you are not satisfied with either the Client Care Partner's or the Complaint Appeals Partner's decision you would normally then have 6 months (running from the end of the 8 weeks or our earlier final response) to refer your complaint to the Legal Ombudsman. If by the end of the 8 week period we have not given you a final response you

have the option of referring your complaint to the Legal Ombudsman or waiting for our final response. If we have to change any of the timescales above, we will let you know and explain why.

17.10.10 From 1 April 2023, the Legal Ombudsman will normally only accept complaints that are made:

- (a) up to 12 months from the date of act or omission;
- (b) up to 12 months from when you should have known about the complaint

and you have referred the complain to the Legal Ombudsman within 6 months of our final response.

17.10.11 To complain to the Ombudsman, you must be one of the following:

- (a) an individual;
- (b) a business or enterprise that was a micro-enterprise (European Union definition) when it referred the complaint to the authorised person;
- (c) a charity that had an annual income net of tax of less than £1 million (as at July 2013) when it referred the complaint to the authorised person;
- (d) a club/association/organisation, the affairs of which are managed by its members/a committee/a committee of its members, that had an annual income net of tax of less than £1 million (as at July 2013) when it referred the complaint to the authorised person

- (e) a trustee of a trust that had an asset value of less than £1 million (as at July 2013) when it referred the complaint to the authorised person; or
- (f) a personal representative or beneficiary of the estate of a person who, before he/she died, had not referred the complaint to the Legal Ombudsman.

17.10.12 For e. and f., the condition is that the services to which the complaint relates were provided by the respondent to a person:

- (a) who has subsequently died; and
- (b) who had not by his or her death referred the complaint to the ombudsman scheme.

17.10.13 Please note that you cannot complain to the Legal Ombudsman if you are a public body or acting for one.

17.10.14 You may want to look at the Legal Ombudsman's website:

<http://www.legalombudsman.org.uk>

17.10.15 You can contact the Legal Ombudsman on Tel: 0300 555 0333 or write to him at PO Box 6806 Wolverhampton WV1 9WJ or email him at [enquiries@legalombudsman.org.uk](mailto:enquiries@legalombudsman.org.uk).

17.11 If we have to change any of the timescales above, we will let you know and explain why.

17.12 *Concerns and complaints in relation to Family Mediation work only:*

Where we are engaged as a Family Mediator, we hope that we will work with you as a mediator in a manner that is satisfactory to you and that assists you in reaching decisions for the future. We ask that any concern you may have as to the service provided by us as mediators is, in the first instance, referred to your main point of contact at Trethowans. If that person is unable to resolve the concern with you directly or otherwise, you may follow the complaints procedure set out above (clauses 18.1 to 18.5 inclusive). If you would prefer, or it does not prove possible to settle things using that procedure, you may refer your complaint to the Family Mediation Standards Board for consideration in accordance with their complaints procedure. Detail of its complaint process can be found here: <https://www.familymediationcouncil.org.uk/complaints-about-mediators/>

## 18 SOLICITORS REGULATION AUTHORITY

The Solicitors Regulation Authority can help you if you are concerned about our behaviour. You can raise your concerns with the Solicitors Regulation Authority, The Cube, 199 Wharfside Street, Birmingham B1 1RN or by telephone on 0370 606 2555. Its website is [www.sra.org.uk](http://www.sra.org.uk).

## 19 CONFLICTS

19.1 Our professional rules prevent us from accepting instructions from two or more clients where there is a conflict, or a significant risk of conflict, between the interests of those clients. Should a conflict of interest arise we will discuss the matter with you with a view to resolving the conflict. If we cannot resolve the matter it may be necessary for us to cease acting for you on that matter or generally; you agree that in such circumstances this will not prevent us from acting for another party involved in the matter giving rise to the conflict.

In the absence of a legal conflict of interest our relationship with you will not prevent us from acting for other clients.

19.2 Where in the course of our instructions our duty of confidentiality to one client comes into conflict with our duty of disclosure to another client, you acknowledge and agree that our duty of confidentiality takes precedence.

## 20 **TRANSFER OF YOUR CONTRACT WITH US**

20.1 The benefit of your contract with us will not be transferred to anyone other than an organisation which takes over our practice, unless we get your prior written consent.

20.2 You may not transfer the benefit of your contract with us to any third party without our prior written consent.

## 21 **EMPLOYEE TRANSFERS**

If by accepting instructions to act for you any of your employees or any employees of any other person, firm, company or organisation are transferred to Trethowans by reason of the Transfer of Undertaking (Protection of Employment) Regulations 2006, or any statutory modification or re-enactment of such regulations for the time being in force, you shall indemnify us on demand against any redundancy costs (whether statutory or contractual) and notice payments as well as any other liabilities arising out of or in connection with such transfer.

## 22 **DATA PROTECTION, CONFIDENTIALITY AND ELECTRONIC COMMUNICATIONS**

22.1 We refer you to our Privacy Notice (enclosed) which sets out important information on what personal data we hold about you, how we collect it and how we may use and share your

personal data. It also explains your rights in relation to your personal data.

22.2 We do not need your consent when we process your personal data for the purpose of fulfilling our contractual obligations to you, when complying with our own legal or regulatory obligations, or for the purpose of our legitimate interests or those of a third party.

22.3 We will conduct much of our communication by e-mail. However, you acknowledge and agree that e-mail is not fully secure, may be intercepted by third parties and may not always reach its intended recipient. All important communications sent to us by e-mail should be followed up with a phone call, fax or printed copy by post to ensure that it is received by us.

22.4 We shall use reasonable endeavours to ensure that e-mails we send are free from viruses and any other materials which may cause harm to any computer system. You undertake to do the same on any e-mail that you send to us.

## 23 **EQUALITY AND DIVERSITY**

Trethowans are committed to promoting equality and diversity in all our dealings including with clients, employees and third parties. A copy of our equality and diversity policy is available upon request.

## 24 **SEVERANCE**

If any provision of these General Terms of Business (or part of any provision) is found by any court or other authority of competent jurisdiction to be invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed not to form part of these General Terms of Business,

and the validity and enforceability of the other provisions of our agreement with you shall not be affected.

## 25 **THIRD PARTIES**

25.1 Except as expressly provided elsewhere in these General Terms of Business, a person who is not a party to this agreement shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of your agreement with us. This does not affect any right or remedy of a third party which exists, or is available, apart from that Act.

25.2 The rights of the parties to terminate, rescind or agree any variation, waiver or settlement under your agreement with us are not subject to the consent of any other person.

## 26 **ENTIRE AGREEMENT**

26.1 The Client Care Letter together with these General Terms of Business and our other documents referred to in them, sets out the entire agreement and understanding between you and us and replaces any previous agreement, understandings or arrangements between us relating to the services we provide. Nothing in this clause shall limit or exclude any liability for fraud.

26.2 These General Terms of Business can only be amended in writing by the Client Care Letter or other agreement in writing between you and us that specifically refers to these General Terms of Business.

## 27 **GOVERNING LAW**

These General Terms of Business and the Client Care Letter are governed by, and are to be construed in accordance with, English law. You and Trethowans irrevocably agree to submit

for all purposes in connection with this agreement to the non-exclusive jurisdiction of the courts of England and Wales.

## 28 **CONCLUSION**

Please note that your continuing instructions in this matter will amount to your acceptance of these General Terms of Business and any Client Care Letter issued to you.