

Terms of business

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Please read this document carefully. We draw your attention in particular to clause 10, which limits our liability in broad terms to £3 million

1. Definitions

- 1.1 **Client care letter:** means the letter – usually sent at the outset – where we confirm *your* instructions and set out any specific terms in addition to *these terms* on which we are prepared to act for *you*.
- 1.2 **Contract:** means the agreement between you and *the firm* as set out in *these terms*, the *client care letter* and any other documents referred to within either *these terms* or the *client care letter*.
- 1.3 **Lawyer** means either an individual who is legally qualified or an individual who we consider to have equivalent standing and competence.
- 1.4 **Partner:** means a member of *JMW*, or an employee or consultant of *JMW* with equivalent standing and/or qualifications. The use of the word *partner* is not to be construed as meaning that the people so-called are engaged in business in partnership (whether under the Partnership Act 1890 or otherwise).
- 1.5 **The firm, this firm or JMW:** mean *JMW Solicitors LLP* and not any individual or group of individuals within *the firm*.
- 1.6 **These terms:** means these Terms of Business.
- 1.7 **'We', 'us' and 'our'** (and other relevant first person terms): refer to *the firm* as a legal entity and not to any individual or group of individuals within *the firm*.

1.8 **'You':** means *our* client(s) and **'your'** should be construed accordingly.

1.9 In relation to the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013:

- a) **Consumer:** means an individual acting for purposes that are wholly or mainly outside of that individual's trade, business, craft or profession.
- b) **Trader:** means a person acting for purposes relating to that person's trade, business, craft or profession, whether acting personally or through another person acting in the trader's name or on the trader's behalf. *The firm* is a trader for the purposes of these regulations.
- c) **Distance contract:** means a contract concluded between a trader and a consumer under an organised distance sales or service-provision scheme without the simultaneous physical presence of the trader and the consumer, with the exclusive use of one or more means of distance communication up to and including the time at which the contract is concluded.
- d) **Off-premises contract:** means a contract between a trader and a consumer which is any of these:
 - i) A contract concluded in the simultaneous physical presence of the trader and the consumer, in a place which is not the business premises of the trader;
 - ii) A contract for which an offer was made by the consumer in the simultaneous physical presence of the trader and the consumer, in a place which is not the business premises of the trader;
 - iii) A contract concluded on the business premises of the trader or through any means of distance communication immediately after the consumer was personally and individually addressed in a place which is not the business premises of the trader in the simultaneous physical presence of the trader and the consumer;
 - iv) A contract concluded during an excursion organised by the trader with the aim or effect of promoting or selling goods or services to the consumer.
- e) **Conclusion of the contract:** means the date *you* sign the Form of Acceptance to confirm acceptance of *these terms*.
- f) **Cancellation period:** means 14 days from the day after the conclusion of the *contract*.

2. Terms of Business

- 2.1 *These terms* shall apply to all work done by *us* for *you* (and any work to be done in the future) unless we otherwise notify *you* in writing. The specific terms set out in *our client care letter* will also apply to the matters to which that letter relates.
- 2.2 *You* should read *these terms* carefully, along with each applicable *client care letter* any other documents referred to within that *client care letter*, as these documents set out the basis on which we will provide services to *you* and form the *contract* between *us*. No other terms or conditions will apply to any work we do for *you* unless we otherwise agree in writing.

- 2.3 By accepting *these terms*, you are entering into a *contract* with *the firm*. *These terms* may not be altered unless agreed in writing by us.
- 2.4 If any of *these terms* are inconsistent with the terms set out in either the *client care letter* or any client care document (such as a conditional fee agreement), the terms in that *client care letter* or document will prevail.
- 2.5 If any term of the *contract* is inconsistent with *our* legal obligations under the relevant laws then the relevant laws shall apply instead of those terms.
- 2.6 *Your* continuing instructions in relation to any matter will amount to an acceptance of the terms of the *contract*.
- ### 3. Instructions
- 3.1 We will not be able to provide the best possible quality of advice unless you ensure that you provide us with all relevant information. The information you provide to us must, to the best of your knowledge, be complete, accurate and up to date and be supplied as soon as is reasonably practicable. You should inform us immediately of any changes that affect any information provided. We will not be responsible for errors or delays in our work or advice caused by inaccuracy or incompleteness in the information supplied to us, or by such information being out of date.
- 3.2 If we are advising more than one person (whether individuals, companies or other entities), we will act for those persons jointly and severally. Each joint client permits us irrevocably to disclose to any other of the joint clients any information that we would otherwise be prevented from disclosing by virtue of our duty of confidentiality. If a conflict of interest arises between joint clients, we reserve the right to terminate or suspend the provision of any or all services in whole or in part to any of the joint clients.
- 3.3 If you are instructing us jointly, it is your responsibility to tell us straightaway if you require more than one person to give us instructions in relation to your matter. Otherwise, we will accept instructions from any one person.
- 3.4 If you are a company or other commercial entity, it is your responsibility to tell us at the outset if you require more than one director (or equivalent) or a particular director to give us instructions. Otherwise, we will accept instructions from any person we may reasonably assume has authority to instruct us and that our contract has been properly authorised by the board of directors or other appropriate decision-making body of the company or other entity.
- ### 4. Information about this firm
- 4.1 The firm's contact details are:
- Name:** JMW Solicitors LLP
 - Constitution:** Limited liability partnership, registered in England and Wales with company number: OC338958. A list of *partners* is available for inspection at our registered office.
 - Registered office:** 1 Byrom Place, Spinningfields, Manchester M3 3HG
 - Contact number: 0345 872 6666
 - E-mail:** enquiries@jmw.co.uk
 - Website:** www.jmw.co.uk
 - Hours of business:** 09:00 – 17:00, Monday to Friday (excluding bank and other holidays)
 - VAT number: 150 1376 04
- 4.2 We are authorised and regulated by the Solicitors Regulation Authority (SRA) and our SRA ID number is 508380. Further details of the regulatory requirements (including the SRA Standards & Regulations) which apply to this firm can be accessed at www.sra.org.uk
- 4.3 We maintain worldwide professional indemnity insurance cover led by QBE Insurance (Europe) Limited. Further information is available at our registered office.
- 4.4 The firm's registered office is also the head office. We also have branch offices in Liverpool (SRA ID: 648458), London (SRA ID: 658524) and Manchester (SRA ID: 648455).
- ### 5. Scope of, and limits on, our responsibility to you
- 5.1 The accompanying *client care letter* sets out the scope of the legal services we are to provide in your matter.
- 5.2 We do not advise on the laws and regulations of jurisdictions other than England & Wales (which for these purposes includes the law of the European Union as applied in England & Wales). You may not rely on any advice we give as being applicable or accurate in relation to any other jurisdiction.
- 5.3 Unless we specifically agree with you in writing, we will not advise on tax-related issues.
- 5.4 We do not provide financial or investment advice, and in providing our services we will not (unless we specifically agree with you in writing that we will do so) investigate the financial standing of any person, or investigate or comment upon the commercial or financial viability of any matter. You are responsible for all matters of commercial judgment in connection with any matter.
- 5.5 Our *client care letter* sets out other areas that we will not be advising you on in relation to any specific matter.
- 5.6 Unless we specifically agree with you in writing, the advice we give and the documents we prepare are for use only in connection with the specific matter on which we are instructed and state or comply with the law as in force at the relevant time.
- 5.7 The advice we give is confidential and for your exclusive use and benefit. No person other than you is entitled to rely on our advice. You agree not to make our work available to third parties without our written permission and we accept no responsibility to third parties for any aspect of our services that is made available to them. Save as set out in clause 5.8 and 10.7 below, no third party rights are created by this document or our *client care letter* in the absence of our express agreement to the contrary.
- 5.8 You agree that JMW is responsible for work done, not the partners, consultants or employees of the firm. In engaging JMW to provide services, you are engaging the LLP of that name, and no partner, consultant or employee of JMW assumes or will assume personal liability for the conduct of the work you instruct us to carry out. In particular, the fact that an individual partner, employee, agent or consultant signs in his or her own name any letter, email or other document in the course of carrying out that work does not mean he or she is assuming any personal liability. You and we intend that this provision is for the benefit of, and shall be enforceable by, the firm's partners, consultants and employees under the Contracts (Rights of Third Parties) Act 1999.
- ### 6. Our fees
- 6.1 The basis for our fees will be set out in our *client care letter*.
- 6.2 Fixed fee services:
- If we charge on a fixed fee basis, this is based on the assumption that the work that we have agreed to carry out on your behalf will be completed without any complications arising. If any unforeseen additional

work is required, or if *you* change *your* instructions to *us*, we will either provide a revised fixed fee or agree that any additional work will be charged at the hourly rate of the *lawyer* dealing with *your* matter.

6.3 Hourly rate services:

- a) If we charge based on the amount of time we spend dealing with *your* matter, *our* rates will vary according to the experience of the *lawyer* handling *your* matter. The hourly rates that apply to *your* matter are set out in *our client care letter*.
- b) We review *our* hourly rates from time to time; we will notify *you* in writing of any increase.
- c) *You* will be charged for time spent on *your* matter, which will include but not be limited to: any meetings with *you* (and any third parties); considering, preparing and working on papers; correspondence; making and receiving telephone calls; research; internal consultations; and travelling. Time is recorded and charged in six-minute units at the applicable hourly rate. Therefore, this is the minimum amount of time we will charge for any piece of work undertaken on *your* matter.
- d) Where we give *you* an estimate of costs, it is a guide to assist *you* in budgeting for *your* legal costs and is not fixed. We will do *our* best to keep *you* updated with the best costs information that we are able to provide at any one time. If *you* would like to agree a cap on *our* fees, above which we will not incur any further costs without *your* consent, or arrange review dates, please let *us* know as soon as possible.

7. All services

- 7.1 We will assume that *you* have authorised *us* to incur expenses (known as “disbursements”) while working on *your* matter unless *you* specifically instruct *us* otherwise. These disbursements (together with any applicable VAT) will normally be payable by *you* in addition to *our* charges. Examples of disbursements include but are not limited to Land Registry and Companies House fees; search fees; Stamp Duty Land Tax (and similar taxes); fees charged by experts, agents, couriers and barristers; court fees; travel expenses and subsistence; international telephone calls and use of online databases.
- 7.2 Where we use electronic ID verification services, we will charge a fee that will vary depending on the nature and number of searches we perform. We will tell *you* in advance where we need to incur these additional fees, which are charged to cover *our* costs and administration in performing know your client (KYC) checks. For more information on *our* KYC procedures, see clause 18, below.
- 7.3 Where we send money electronically either to *you* or to a third party on *your* behalf, we will apply a charge of £35 + VAT for each telegraphic transfer (TT) and £15 + VAT for each faster payment. This charge includes the fee payable by *us* to *our* bank as well as a fee to cover *our* costs for administration as well as anti-fraud checks.
- 7.4 We add VAT to *our* fees at the applicable at the time that the work is completed.

8. Paying our bills

- 8.1 Payment of *our* bills and any disbursements and expenses does not depend on whether we complete the work on *your* matter, or on the result of *your* case. All fees are payable in any event, regardless of the outcome or whether we complete the work or not.

- 8.2 We are entitled to send *you* bills on an interim basis. We will normally deliver bills on a monthly basis although any alternative arrangements will be set out in *our client care letter*.
- 8.3 Where we ask *you* for payment on account (payment in advance of *us* carrying out work or incurring disbursements on *your* behalf), we are not obliged to carry out any work on *your* matter until that payment has been made.
- 8.4 We reserve the right not to act, or continue to act, for *you* if *you* or any person connected with *you* have not fully discharged any of *our* bills (whether in this matter or any other matter).
- 8.5 *You* must tell *us* straightaway if *you* have any form of legal expenses insurance that *you* think might pay for *our* bills.
- 8.6 If a third party agrees to pay *our* bills, *you* will remain responsible to *us* for payment until those bills have been paid in full.
- 8.7 *Our* bills are payable upon delivery. If bills remain unpaid, we reserve the right to charge interest on the balance at 3% above the base lending rate of NatWest Bank for the time being or, at *our* discretion, the rate applicable to judgment debts. Interest on unpaid bills shall take effect from the date falling one month after the date of delivery of *our* bill where the amounts relate to non-contentious matters, and from the date of delivery of *our* bill in relation to contentious matters. In circumstances where we claim interest, we may also claim compensation arising out of late payment. In circumstances where we take legal action in connection with unpaid bills, we reserve the right to include in any claim the full costs of recovery.
- 8.8 If we are providing services to more than one person whether individuals, companies or entities and we are asked to deliver bills only to one person, those bills will remain payable in full by all persons that we provide services to under the *contract*.
- 8.9 If any of *our* bills remain partially or fully outstanding at any time, then *you* authorise *us* to pay them in any order out of any funds we may hold for *you* from time to time. We will advise *you* if we do this and pay *you* any balance remaining from such funds once we have discharged *our* bills.
- 8.10 All bills, whenever they are submitted, will be final bills for the period to which they relate but this does not prevent *us* from invoicing *you* for fees or expenses for that period on a subsequent bill.
- 8.11 *You* can make a complaint about a bill using *the firm's* complaints procedure, which is available upon request or on *our website*. *You* may also have the right to complain to the Legal Ombudsman (see clause 20) or to apply to the court for an assessment of the bill under part III of the Solicitors Act 1974.
- 8.12 *You* should be aware that if *you* make a complaint about a bill, through either *our* internal procedure or the Legal Ombudsman scheme, we are not obliged to put *your* account on hold and may decide to take legal action to recover any outstanding fees.
- 8.13 Alternatives to paying *our* fees on a private basis may be available, for example if insurance *you* hold, such as a motor or home insurance policy, includes legal expenses insurance cover. Similarly, *your* employer or trade union may be prepared to cover or contribute to *your* legal fees. It is *your* responsibility to tell *us* if *you* believe funding may be available. Until such time that confirmation of funding is received, we will assume that *you* are paying privately and, as such, *you* will be responsible for payment of *our* fees.

9. Your money

9.1 Holding client money

- a) Where it is necessary and appropriate to do so as part of dealing with *your* matter, *we* agree to hold money either for *you* or on behalf of third parties. However, *we* will not provide *you* or any party with a general banking facility and reserve the right to refuse to hold money or to return money to *you* or third parties.
- b) *We* will not accept payments from anyone other than *our* client (or their lender in transactional matters). All payments must be received from a bank account in the name of *our* client. Where *our* client is an organisation, *we* will not accept payments from the personal accounts of directors, partners or beneficial owners.
- c) Where *we* consider it necessary to carry out checks before agreeing to accept, send or return money, *we* reserve the right to charge *you* for the cost of such checks.
- d) Where monies are received through a bank transfer system, *we* reserve the right not to use such monies until *we* have sufficient information to identify the source of funds and allocate the payment to a client and a specific matter.
- e) If money is received and needs to be returned, *we* reserve the right to return the money to the same account from which it came.
- f) At the conclusion of *your* matter and once *our* bills have been paid *we* will return to *you* any money held in *our* client account. Where despite reasonable efforts *we* are unable to trace *you*, *we* will assume that you authorise *us* to donate balances of £5 or under to charity.

9.2 Interest Policy:

- a) Where *we* hold money on *your* behalf, it will be held in a client account which is subject to instant access and, as such, the interest earned on any monies held is unlikely to be as much as if the money had been otherwise invested.
- b) Under *our* interest policy, *we* will pay *you* interest (unless the amount calculated is £20 or less) on client money at the rate of 2% below the base lending rate for the time being of NatWest Bank or 0.01% whichever is the greater. If *we* hold money for *you* outside *our* client account (as may be permitted by *our* professional rules) *you* will be entitled to interest on such money at the same rate.
- c) *Our* interest policy shall be kept under review and may change if the bank of England base rate increases or decreases.
- d) *We* will usually account to *you* for interest under *our* interest policy at the conclusion of *your* matter.
- e) If for religious or other reasons *you* do not wish to receive interest payments on any money *we* hold on *your* behalf, please let *us* know.

9.3 Banking:

- a) *We* shall not be liable for any loss that *you* or any third party may suffer in connection with the insolvency of a deposit provider (i.e. banks, building societies, etc.).
- b) If an insolvency occurs in relation to any deposit provider that holds money that *we* have deposited on

your behalf, *you* agree that *we* may, where applicable, disclose to the Financial Services Compensation Scheme (FSCS) all relevant details in *our* possession about *you* and the money that *we* hold on *your* behalf with such a deposit provider. However, if *you* do not wish *us* to make any such disclosure, please e-mail compliance@jmw.co.uk. Please note that by withholding consent to *our* disclosure of *your* details to the FSCS in such circumstances, *you* may forfeit any right *you* may have to receive compensation from the scheme. Further information regarding the FSCS can be found at www.fscs.org.uk, telephone number 0800 678 1100 or 020 7741 4100.

10. Limitation of Liability

10.1 Liability limited

- a) Subject to sub-clause 10.6, *our* liability for losses (including legal costs *you* incur in pursuing recovery of the losses, and interest including statutory interest) arising from or out of or in connection with:
 - i) the *contract* between *you* and *us*, or
 - ii) the duties or obligations *we* owe *you* in acting for *you* in the matter to which *these terms* relate

shall be limited to the sum of £3 million in respect of any claim against *us*, except where *you* engage *our* services in the course of acting for purposes that are wholly outside of *your* trade, profession or craft.

- b) In defining what a claim is for the purposes of this clause, all claims against *us* arising from one act or omission, one series of related acts or omissions, the same act or omission in a series of related matters or transactions, similar acts or omissions in a series of related matters or transactions, and all claims against *us* arising from one matter or transaction, shall be regarded as one claim.

10.2 Proportionate liability

- a) Subject to sub-clause 10.1 and 10.6, if *we* are jointly, or jointly and severally, liable to *you* with any other party *we* shall only be liable to pay *you* the proportion of *your* losses that is found to be fairly and reasonably due to *our* fault. *We* shall not be liable to pay *you* the proportion that is fairly and reasonably due to the fault of another party.

10.3 Effect of limitation or exclusion of liability *you* agree with another person

- a) *We* could be affected by any limitation or exclusion of liability that *you* agree with another of *your* advisers or any other third party in connection with a matter on which *we* are acting for *you*. This is because such a limitation or exclusion of liability might also operate to limit the amount that *we* could recover from that other person, for example by way of contribution. Subject to sub-clause 10.6, *you* agree that *we* shall not be liable to *you* for any increased amount thereby payable by *us*, or for any amount which *we* would have been entitled to recover from another of *your* advisers or other third party by way of indemnity, contribution or otherwise, but are unable to recover because of that limitation or exclusion of liability.

10.4 Making a claim against another person who is or may be liable

- a) Subject to sub-clause 10.6, if there is another adviser or person who is liable (or potentially liable) to *you* in respect of the same loss as *you* claim from *us* then *you* will at *our* request join that person in any proceedings brought against *us* as soon as reasonably practicable

following *our* request. This is subject to any legal prohibition against *your* joining them in that way.

10.5 Time limit for making claims

- a) We shall not be liable for any loss arising out of any act or omission on *our* part unless court proceedings in respect of the alleged loss are issued not later than three years after *you* first had (or ought reasonably to have had) both the knowledge required for bringing an action for damages in respect of the act or omission and the knowledge that *you* had the right to bring such an action and in any event not later than six years after the date of the act or omission from which the loss arises. This provision will not increase the time within which proceedings may be commenced under the Limitation Act 1980 or other statutory provisions, and may reduce it.

10.6 Qualification to limitation of liability

- a) Nothing in these terms excludes or restricts liability for:
 - i) Losses in an amount less than the minimum level of professional indemnity insurance cover required by the Solicitors Indemnity Insurance Rules from time to time. The amount of such minimum level of cover as at May 2019 was £3 million for a corporate body.
 - ii) Death or personal injury caused by breach of duty;
 - iii) Losses caused by the fraud, dishonesty, wilful default or reckless disregard of professional obligations committed by any partner, consultant, employee or other member of staff within the course of practice or from liabilities which cannot be limited or excluded by law or by rules of professional conduct in force from time to time;
 - iv) Losses caused when acting for *you* in a 'contentious business agreement' within the meaning of section 87 of the Solicitors Act 1974.

10.7 Individual partners, employees etc. of the LLP

- a) Without prejudice to clause 5.8 above, *you* agree that this limitation of liability shall apply to partners, consultants and employees of the LLP as it applies to the LLP. *You* and *we* intend that this provision is for the benefit of, and shall be enforceable by, *the firm's* partners, consultants and employees under the Contracts (Rights of Third Parties) Act 1999.

10.8 Severance

- a) Each of the above limitations constitutes a separate and independent limitation so that if one or more are held to be invalid for any reason or to any extent whatever or does not accord with any professional obligation, then the remaining limitations or the limitations as varied shall be valid to the extent they are not held to be invalid or incompatible with any professional obligation.

10.9 Invitation to discuss the limits

- a) We believe the limitations on our liability we have set out are reasonable having regard to the availability and cost of professional indemnity insurance and possible changes in its availability and cost in the future, but should *you* consider them inappropriate we invite *you* to discuss the limits with *us* and *we* will then investigate the options with *you*, including the option of providing a higher limit of liability at additional cost.

11.1 Save in relation to clause 5.8 and 10.7 above to the extent that they are for the benefit of partners, consultants and employees of the firm, no person other than the parties to this agreement may enforce any provisions of our engagement by virtue of the Contracts (Rights of Third Parties) Act 1999.

11.2 The parties to this agreement may agree to vary or rescind this agreement without the consent of any third parties.

12. Not a contentious business agreement

12.1 This is not a contentious business agreement within the provisions of section 59 of the Solicitors Act 1974; we spell this out, because if it were a contentious business agreement within those provisions, it would affect the terms on which we provide legal services to you.

13. Storage of documents

13.1 After completing the work, we may be entitled to keep all *your* papers and documents while there is still money owed to *us*, either for *our* fees or disbursements.

13.2 In the course of providing *our* services to *you*, we acquire and create a range of documentation. Depending on its nature, this documentation either belongs to *you* or belongs to *us*. We do not segregate such documentation according to legal ownership.

13.3 Unless otherwise agreed in writing we shall retain all documents in *your* file for a period that accords with *our* document retention policy from time to time. *Our* present policy is to retain documents for at least 7 years. We reserve the right to destroy documents after a shorter period if *our* policy changes.

13.4 Documentation that is *your* property will be returned to *you* on request within these periods at *your* expense.

14. Confidentiality and data protection

14.1 *Our* use of *your* personal data is subject to *your* instructions and *our* duty of confidentiality, as well as data protection law.

14.2 Under data protection law, we can only use *your* personal data if we have a legal basis for doing so. Generally, we process *your* personal data:

- a) to comply with *our* legal and regulatory obligations;
- b) for the performance of *our* contract with *you* or to take steps at *your* request before entering into a contract, or;
- c) for *our* legitimate interests or those of a third party

14.3 Therefore, we keep information passed to *us* confidential and will not disclose it to third parties except as authorised by *you* or permitted by law. Where, on *your* instruction, we are working with other professional service providers (such as expert witnesses or other professional advisors), it may be necessary for *us* to disclose to them any relevant information about *your* matter.

14.4 Where permitted by law, we may use *your* personal data to send *you* updates (by email, text, telephone or post) about legal developments that might be of interest to you and/or information about *our* services and upcoming events. *You* have the right to opt out of receiving promotional communications at any time. For further details and to join our mailing list, please complete the enclosed privacy statement or visit www.jmw.co.uk/join-mailing-list.

14.5 Full details of how we use *your* personal data can be found in *our* privacy notice, available at www.jmw.co.uk/privacy-policy or by contacting us for a paper copy.

11. Rights of third parties

14.6 If *you* are an individual, *you* have a right under data protection law to obtain information from *us*, including a description of the personal data that *we* hold on *you*. Should *you* have any queries concerning *your* data rights or data protection generally, please contact *our* risk & compliance team by sending an e-mail to compliance@jmw.co.uk or writing to *our* registered office.

14.7 *We* will normally disclose to *you* all information material to *your* affairs and business regardless of the source of that information. However, *we* will not pass on to *you* any confidential information about the affairs of any other client.

14.8 *The firm* may become subject to periodic checks by external organisations, such as regulators, accountants, certifying bodies and funding insurers. This could mean that *your* file or other information relating to *you* is selected for checking, in which case *we* would need *your* consent for the checking to occur. All such checks are conducted by individuals or organisations who have provided *the firm* with a confidentiality agreement.

14.9 Sometimes *we* outsource part of *our* work to other organisations to improve efficiency and *your* client experience generally. *We* will always carry out due diligence on and obtain confidentiality agreements from such outsourced providers.

14.10 It is *your* responsibility to keep details of *your* matters confidential and *you* are strongly advised against discussing any aspect of *your* matter in a public place or in an online environment such as a social media website.

14.11 *You* must not share *your* password or other login credentials for *your* email account, the *JMW* mobile app or any other platform with any other person.

14.12 *We* shall not be liable for any loss or prejudice *you* suffer because of *your* own disclosure of confidential or privileged information relating to any of the matters *we* handle for *you*.

14.13 When acting for *you*, *we* are a data controller in respect of any personal data *you* provide to *us* or to which *we* have access. This is because *we* work under a range of professional and legal obligations, which oblige *us* to take responsibility for the personal data *we* process.

14.14 There may be circumstances where *you* and *we* are both data controllers. In these cases, *we* may be joint controllers or independent sole controllers. In particular, if *we* are supplied with personal data relating to other persons by *you* or on *your* behalf, *you* and *we* may both be data controllers in respect of that data. Where *you* and *we* are both data controllers the following terms will apply:

- a) *You* shall be liable for *your* processing of personal data and *we* shall be liable only for *our* processing of personal data;
- b) *We* would expect *you* to provide all relevant information to data subjects relating to the processing of their personal data (including the processing carried out by *us*) and to the exercise of their rights in relation to the processing of their personal data as may be required by data protection law and *you* will be the contact point for those data subjects.

14.15 In respect of personal data for which *we* are a data controller *we* will:

- a) implement appropriate technical, security and organisational measures to protect personal data against unauthorised or unlawful processing and

- b) maintain up to date records of *our* processing activities in relation to that personal data which shall include the categories of processing activities performed, information on cross-border data transfers and a general description of security measures implemented in respect of processed data and provide a copy of such records to *you* upon request;
- c) keep personal data for which *you* and *we* are data controllers separately identifiable from any other personal data;
- d) ensure that only those personnel who need to have access to the personal data are granted access to such personal data and that all of the personnel required to access the personal data:
 - i) are reliable, trustworthy, and have been trained in how to handle and process personal data;
 - ii) have been informed of the confidential nature of the personal data and are subject to a duty of confidentiality; and
 - iii) comply with the obligations set out in this clause 14.15;
- e) co-operate with *you*, having regard to *our* own obligations, when responding to requests from data subjects to exercise data subject rights under data protection law (including data subject's rights to access, rectify, erase or object to the processing of personal data) and shall notify *you* in good time if *we* receive:
 - i) a request from a data subject to access that data subject's personal data;
 - ii) a request from a data subject to exercise any of their other rights under the data protection law (for example the exercise of the right to rectification, or the right to erasure);
 - iii) any communication from the Information Commissioner's Office ("ICO") in relation to the processing of personal data ("ICO Correspondence"); or
 - iv) a complaint from a data subject;
- f) notify *you* without undue delay (having regard to *our* respective obligations under data protection law) in the event that *we* become aware of:
 - i) any breach of data protection law and provide *you* without undue delay with such details as *you* reasonably require in respect of the same;
 - ii) a data breach affecting personal data and, if *we* are responsible for that data breach, shall (at no additional cost):
 - a. promptly provide sufficient information, co-operation, support and analysis to *you*, having regard to *your* notification and breach reporting obligations to the ICO and/or inform data subjects under data protection law;
 - b. provide *you* with a detailed description of the nature of the data breach, the identity of the data subjects and affected person(s) and the risk of harm to data subjects;
 - c. provide full cooperation and assistance to *you* in respect of *your* efforts to investigate, remediate, and mitigate the effects of any data breach; and
 - d. comply with *our* own notification obligations to individuals or the ICO and inform *you* in the event that *we* notify either the ICO or a data subject of a data breach;
 - e. provide reasonable assistance to *you*, on an annual basis, if *you* wish to assess *our* compliance with data protection law;

- g) provide reasonable assistance to *you* with any data privacy impact assessments, and prior consultations with the ICO, in relation to the processing of personal data by *us*, taking into account the nature of the processing and information available to *us*; and
 - h) co-operate with the ICO in the performance of its obligations.
- 14.16 In very limited circumstances, *we* may act solely as a data processor, where *we* are not providing legal advice or legal services. In those very limited circumstances (where *we* are not a controller) *we* will:
- a) comply with the obligations in clause 14.5 above;
 - b) process personal data only:
 - i) in accordance with *your* written instructions;
 - ii) for the purpose of performing *our* obligations to *you*;
 - c) not otherwise modify, amend, remove or alter the contents of the personal data or disclose or permit the disclosure of any of the personal data to any third party without *your* prior written authorisation;
 - d) unless otherwise required by data protection law, return or delete, at *your* sole discretion, all personal data upon the termination of the processing activities, and promptly provide *you* with confirmation in writing that *we* have done so; and
 - e) permit without charge, on an annual basis, and / or where *you* become aware of a data breach or alleged breach of data protection law, reasonable access by *you* to all records and any other information howsoever held by *us* in respect of *our* relevant services to *you* (but not *our* services related to the provision of legal advice or legal services) for the purposes of reviewing compliance with data protection law.
- 14.17 In whichever capacity *we* are acting (controller or processor) *we* will:
- a) process personal data in accordance with data protection law; and
 - b) inform *you* if *we* believe that the performance of *your* instructions would cause *us* to breach data protection law.
- 14.18 Where *you and we* are joint data controllers *you* agree to comply with the provisions of clause 14.15 above in *your* own right.
- 14.19 To enable *us* to discharge the services agreed under *our* engagement, and for other related purposes including updating and enhancing client records, identity verification, credit analysis, analysis for management purposes and statutory returns, crime prevention and legal and regulatory compliance, *we* may obtain, use, process and disclose personal data about *you* or (if *you* are an organisation) *your* officers, members and employees, as applicable.
- 14.20 *We* may be required to share information with third parties from time to time for regulatory purposes, where required by *our* insurers (either on specific request or during renewal of *our* policy) and on occasions where required by law or a court of law to make disclosure and/or in connection with any regulatory or compliance requirement and *you* confirm that *we* may release such personal or other information about *your* instructions as may be necessary for such purposes.
- 14.21 If *you* have any queries about *our* use of your information, or any part of this clause 14, please contact *us* using compliance@jmw.co.uk or writing to *our* registered office.

15. Disclosure of information for property transactions

15.1 If *we* act for *you* and *your* lender, *we* have a duty to reveal to *your* lender or HM Revenue and Customs all relevant facts about *your* purchase, *your* mortgage and what makes up the purchase price. *Your* continuing instructions amount to *your* consent to *us* to disclose all relevant information to *your* lender and to HM Revenue and Customs. This includes any difference between *your* mortgage application and information *you* or *we* receive during the transaction including any cash back payments or discount schemes or other incentives that the seller is providing or allowing or giving to *you*.

15.2 *You* must disclose all information that may affect *your* liability for stamp duty land tax or other stamp duty (duty) as *we* can then ensure *you* pay the correct duty. If *you* fail to disclose all information (and if in doubt, please disclose it as it can be discounted if it is not relevant) *you* must accept full liability for any penalties or action or other proceedings that any authority may take against *you* for failing to disclose information which resulted in a duty or greater liability to pay such duty.

16. Security of communications

16.1 Depending on the urgency *we* will communicate with *you* and third parties by post, telephone, fax, face to face and – unless *you* tell *us* in writing not to do so – by email. Email is an important and convenient method of communication, but *you* must be aware that it carries certain risks and by agreeing to use email *you* accept the following:

- a) The security of email cannot be guaranteed;
- b) *You* cannot assume that, once sent, an email has been delivered;
- c) *We* are entitled to treat all received emails as genuine, complete and accurate;
- d) Incoming emails are checked for spam, viruses and other undesirable content, and will be quarantined (and therefore not read) if any such content is detected;
- e) Where *you* provide *us* with fax or email addresses, *we* will assume, unless *you* tell *us* otherwise, that *your* arrangements are sufficiently secure and confidential to protect *your* interests.

16.2 It is very unlikely that *we* will change *our* bank account details during the course of *your* matter. In any event, *we* will never contact *you* by email to tell *you* that *our* details have changed. If *you* have concerns about any communications that appear to be from *us*, please contact *our* office by telephone straightaway.

16.3 Before sending money to *us*, *we* recommend that *you* always telephone *us* to verify the bank details provided.

16.4 Where *you* send *us* bank details or payment instructions by email, *we* will apply anti-fraud measures that may involve electronic checks and calling *you* to verify those details or instructions. *We* will not be liable to *you* for any losses *you* sustain where *we* have reasonably applied anti-fraud measures with *your* best interests in mind.

17. Separate businesses

17.1 If *we* recommend that *you* use a particular separate business, *we* shall do so in good faith and because *we* believe it to be in *your* best interests. *We* will not be responsible to *you* for the appropriateness or accuracy of the advice given by any third party, or for payment of their costs, fees and expenses.

17.2 In appropriate circumstances, *we* will refer *you* to separate businesses owned by or connected to *JMW*. *We* should emphasise that all advice given by any of *our* separate businesses will be independent, offering a complementary service which has been recommended with *your* best interests in mind.

to an HM Revenue & Customs investigation or benefits investigation and/or criminal proceedings.

17.3 You should be aware that if any separate business is not another firm of solicitors, then *you* will not be afforded the regulatory protection of the Solicitors Regulation Authority (SRA), the SRA's Codes of Conduct and SRA Indemnity Insurance Rules, nor shall *you* be entitled to the benefit of the SRA Compensation Fund. Please contact *us* if you have any questions about these arrangements.

18. Anti-money laundering

18.1 Since *we* are required to obtain certain information regarding *our* clients and their affairs, *we* operate *know your client* (KYC) procedures. *We* are entitled to refuse to act for *you* if *you* fail to supply any information *we* reasonably require as part of *our* KYC procedures.

18.2 Where *we* act for companies or certain partnerships, *we* are required to obtain certain information regarding their constitution and beneficial ownership as part of *our* KYC procedures. *We* are required to report to Companies House any discrepancies between the information *we* obtain and the information held at Companies House.

18.3 As part of *our* KYC procedures, *we* may carry out electronic checks but *you* may also be required to provide *us* with evidence of *your* identification and place of residence. The cost of any electronic checks will be charged to *you* (see clause 7.2).

18.4 If the matter *you* are instructing *us* on involves the movement of money or other property through *us* directly, or through another party, *we* also have to be satisfied as to the legitimacy of the source of funds.

18.5 Personal data obtained through *our* KYC procedures, which may include biometric data, will be used primarily for the prevention of money laundering and terrorist financing, although it may be used for other purposes if permitted by law. For more information on how *we* use *your* personal data, please refer to clause 14.

18.6 *You* need to be aware that the Proceeds of Crime Act 2002 (as amended) (the "Act") creates a number of offences relating to the proceeds of crime. The 'proceeds of crime' are any monies/property/assets that have arisen because of any crime. These include, for example, monies (however low in value) saved because of tax evasion or benefit fraud, whether that money has been saved or spent.

18.7 If *we* become aware or suspect the existence of the proceeds of crime in a matter on which *we* act for *you* (whether from *you* or from any other person), *we* may be obliged to report the irregularity to the appropriate authority. Permission may be withheld for *us* to continue with the relevant matter. The appropriate authority can pass the information reported to them to any relevant body, such as HM Revenue & Customs, and an investigation may take place at any time in the future.

18.8 It follows from the above that if *you* have any concerns about irregularities in *your* financial position *you* may wish to seek specialist accountancy or welfare benefits advice to correct those irregularities. *We* strongly recommend that *you* do this before instructing *us*. Please note that accountants and banks are also required to comply with the provisions of the Act.

18.9 It is also important for *us* to make *you* aware that *we* may have a legal duty under the Act and related legislation to report known or suspicious circumstances to the appropriate authorities without telling *you*, and the appropriate authorities may share the information given to them. This could have serious consequences for *you*. In rare situations, *you* could find that *you* then become subject

18.10 The obligations that *we* have under the Act and related legislation can, in certain instances, override the duty of solicitor/client confidentiality.

18.11 Circumstances may arise where *we* have to approach *you* to seek *your* permission to report certain matters to the appropriate authorities. For instance, *we* may take the view that by proceeding further with *your* matter (without permission from the appropriate authority) *we* may be assisting in the commission of a money laundering offence. In the event that *you* refuse such permission, *we* reserve the right to terminate *your* instructions. If *we* do so in these circumstances, *you* will be liable for all *our* fees and expenses incurred up to the date of such termination.

18.12 *We* will not be liable to *you* for any losses arising out of *our* reporting obligations under the Act and any related legislation.

18.13 *We* will not accept payments from *you* in cash of over £500.00 regardless of whether the payment is to settle *our* bill, to pay money on account, or in respect of transactions *we* may be acting upon (such as sales and purchases of businesses or property).

19. Financial services

19.1 *We* are 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, selling and administration of insurance contracts. The Solicitors Regulation Authority regulates this part of *our* business, including arrangements for complaints or redress if something goes wrong. The register can be accessed via the Financial Conduct Authority website at www.fca.org.uk/firms/financial-services-register.

19.2 The limited regulated activities that *we* carry out are issuing certain insurance policies, such as after the event legal expenses insurance, defective title insurance and other property indemnity insurance (such as breach of covenant, absence of easement, lack of planning permission, unknown rights and covenants policies).

19.3 Any insurance policy arranged by *us* on *your* behalf, shall, in *our* opinion, be adequate to meet *your* needs, but *you* are hereby informed that *we* do not recommend any policy over and above any other and that it is *your* responsibility to check that *you* are satisfied with the excess levels, exclusions, limitations and other policy terms. *We* do not conduct a fair analysis of the insurance market prior to arranging insurance policies. *You* can request details of the insurance undertakings with which *we* conduct business at any time.

19.4 *You* must provide *us* with details of any relevant existing insurance policies *you* may have at the outset. *We* will not be liable to *you* for any losses *you* sustain because of *your* failure to provide *us* with such details.

20. Complaints

20.1 *We* are committed to providing a high-quality service to all *our* clients. However, if something goes wrong, *we* need *you* to tell *us* about it. This will help *us* to improve *our* standards.

20.2 Where possible, *we* try to resolve concerns informally. Details of who to contact are included in the *client care letter* and *we* have a complaints handling procedure, which is available on request and on *our* [website](#).

20.3 If we are unable to resolve *your* complaint, *you* may be eligible to refer the matter to the Legal Ombudsman provided *you* do so within 6 months of the end of *our* internal complaint procedure.

20.4 Any complaint to the Legal Ombudsman must usually be made within 6 years from the date of the problem that brought about *your* complaint or within 3 years of the date that *you* should reasonably have known there was cause for complaint. For further information, *you* should contact the Legal Ombudsman using the following details:

A: The Legal Ombudsman at PO Box 6806,
Wolverhampton, WV1 9WJ;
T: 0300 555 0333;
E: enquiries@legalombudsman.org.uk.

21. Equality and diversity

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

21.2 If *you* have any special requirements in relation to the way in which *you* would like *us* to handle *your* work, (for example, if *you* consider yourself to have a disability) please let *us* know.

22. Termination

22.1 *You* may end the *contract* (and therefore, *your* instructions to *us*) at any time by writing to *us* by post or email (see clause 4.1 of *these terms* for details). However, *we* may be entitled to keep all of *your* documents and deeds while there is money owing to *us* (including charges and disbursements that have not yet been billed).

22.2 We may end the *contract* (and, therefore, cease acting for *you*) in relation to any matter or all of *your* matters. We will only do this where *we* believe *we* have a good reason and upon informing *you* in writing. Examples of a good reason include where *you* have not given *us* sufficient instructions; where *we* are not satisfied with the information *you* have provided as part of our KYC procedures; where there is a conflict of interest; where *our* fees remain outstanding or *we* reasonably believe that the relationship between *you* and *us* has broken down.

22.3 If *your* matter does not conclude, or *we* are prevented from continuing to act because of *our* legal obligations or *our* professional rules, *we* will charge *you* for any work *we* have actually done. *Our* charges will be based on *our* hourly rates applicable at that time (and where a fixed fee has been agreed, the charges will not exceed that fixed fee).

22.4 If *we* cease acting for *you*, *we* shall (where relevant) inform the court or tribunal that *we* no longer act for *you* and shall apply to be removed from their records. *We* may charge *you* for doing so at *our* hourly rates applicable at that time.

22.5 *You* may need to revisit or review completed matters from time to time; for example, agreements may require further action or there may be changes in the relevant law. Standard agreements (such as terms of business and employment contracts) need to be reviewed frequently. Unless *we* agree otherwise in writing, *we* will not, once a matter is completed or *our* engagement is terminated, have any continuing responsibility to *you* for advising *you*, or for monitoring or notifying any changes in the law or any relevant dates or deadlines or compliance by any party of any agreement or other arrangement on which *we* have acted for *you* or advised *you*.

23. Cancellation rights

23.1 If *you* are an individual *consumer* (and not a business entity) and if *our contract* with *you* is a *distance contract* or an *off premises contract*, *you* have the right to cancel this *contract* within 14 days after the date of the *conclusion of the contract* (the *cancellation period*). This right exists in accordance with The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013. Please refer to clause 1 for key definitions.

23.2 This right will typically exist where *we* take instructions from *you* outside of *our* offices, for example during a visit to *you*, or by a means of distance communication such as over the telephone or by email. However, if *you* are unsure whether these cancellation rights apply to *you*, please contact *us* immediately upon receipt of *these terms*.

23.3 Please refer to the enclosed cancellation notice for further information about *your* right to cancel and the conditions attached to the same.

23.4 Where cancellation rights apply under these regulations, *we* will not start work on *your* file for 14 days after the date of the *conclusion of the contract*. If *you* would like *our* service to start within 14 days of *conclusion of the contract*, please sign the enclosed Form of Acceptance, mark the relevant box stating *your* wishes and return a copy to *us*.

23.5 Once *we* have started work on *your* file within the cancellation period, on *your* instruction, *you* will be charged for any work done if *you* then cancel your instructions. *You* will have to pay *us* an amount that is proportionate to the work completed until *we* receive notice of cancellation from *you*, in comparison with the full coverage of the contract. These charges will be applied on the same basis as set out in clause 6 of these terms and where a fixed fee has been agreed, the charges will not exceed that fixed fee. Similarly, where *we*, on *your* instruction, start and finish work on *your* file within the cancellation period, *your* cancellation rights will not apply.

24. Applicable law

24.1 *These terms* and *our client care letter* shall be governed by, and interpreted in accordance with English law. Any disputes or claims concerning this contract and any matters arising from it shall be dealt with only by the courts of England and Wales.

24.2 If any provision of the *contract* is found by any court or administrative body of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability shall not affect the other provisions of the *contract*, which shall remain in full force and effect.

25. Non-waiver

25.1 Any failure by *JMW* to insist upon the strict performance of any term of the *contract*, or any failure or delay by *JMW* to exercise its rights or remedies (whether under the *contract* or at law) shall not be or be deemed to be a waiver of any right which *JMW* may have to insist upon the strict performance of the terms of the *contract* or of any of its rights or remedies in respect of any default under the terms of the *contract*.