

# Standard Terms of Business

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## 1. Our Instruction

These Terms of Business (as updated from time to time) apply to all work we do on your behalf. It is an important document—please read and keep it in a safe place for future reference.

Subject to the application of the current hourly charge rates, these Standard Terms of Business apply to any future instructions you give us on this or any other matter. We reserve our right to notify you in writing of any changes or amendments to these Terms.

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

If there is an inconsistency between our Terms of Business and the Engagement Letter, the Engagement Letter will take priority.

Your continuing instructions in this matter will amount to your acceptance of these Terms of Business.

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## 2. About us

Gilbert Davies & Partners Limited trading as Gilbert Davies Solicitors is a company incorporated in England and Wales, registered number 06219846. Its registered office is at 18 Severn Street, Welshpool, Powys, SY21 7SL.

You can find details of the postal address, fax number, telephone number and email address of our office on our website [www.gilbert-davies.com](http://www.gilbert-davies.com).

Gilbert Davies Solicitors is authorised and regulated by the Solicitors Regulation authority (SRA), The Cube, 199 Wharfside Street, Birmingham, B1 1RN. Gilbert Davies solicitors and our Solicitors are governed by Codes of Conduct and other professional rules, which you can access on the SRA's website at [www.sra.org.uk](http://www.sra.org.uk) or by calling 0370 6062555. Our SRA authorisation number is 465516. All services provided by Gilbert Davies Solicitors are regulated by the SRA.

We are registered for VAT purposes. Our VAT registration number is 655857195.

Where we say 'we', 'us' or 'our' in these Terms of Business, we mean Gilbert Davies Solicitors. Where we say 'you' or 'your' in these Terms of Business, we mean the client identified in the Engagement Letter and anyone authorised to give instructions on that client's behalf.

## 3. Our responsibilities and your responsibilities

### What you can expect of us

Treat you fairly and with respect

Communicate with you in plain language

Review your matter regularly

Advise you of any changes in the law that affect your matter

Advise you of any reasonably foreseeable circumstances and risks that could affect the outcome of your matter

### What we expect of you

Provide documents when we ask for them and respond promptly when we ask for instructions or information

Notify us if your contact details change

Tell us immediately if your expectations change or if you are not sure you understand what we have discussed

Inform us of any time limits or objectives that might not be obvious to us

Notify us immediately if you receive any email or other communication purporting to be from the firm stating that we have changed our bank details or payment arrangements

Let us know about any other changes that may affect the way we deal with your matter, including any changes that may affect your tax status in any jurisdiction

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## 4. Service standards

Our normal hours of business are 9.00am to 5.00pm, Monday to Friday. Messages can be left on voicemails outside of those hours and appointments can be arranged at other times when this is essential. We are closed on bank holidays.

The person handling your matter will communicate with you by such methods that you request which may be by post, telephone or email but we cannot be responsible for the security of correspondence or documents sent by email. We will ensure that you are fully informed as to the issues raised and the progress of the work we are undertaking for you at all times.

We are committed to acting in a way that encourages equality, diversity and inclusion in all our dealings with clients, third parties and employees. Please contact us if you would like a copy of our equality and diversity policy.

## 5. Our liability to you

Your contract is solely with Gilbert Davies and Partners Ltd, which has sole liability for the work done for you and for any act or omission in the course of that work. No representative, director, officer, employee, agent or consultant of Gilbert Davies & Partners Limited will have any personal legal liability for any loss or claim.

Unless explicitly agreed otherwise, in writing:

- we do not owe, nor do we accept, any duty to any person other than you; and
- we do not accept any liability or responsibility for any consequences arising from reliance on our advice by any person other than you.
- We are not responsible for any failure to advise or comment on matters falling outside the scope of our instructions, as set out in these Terms of Business and the Engagement Letter.

Our maximum liability to you (or any other party we have agreed may rely on our services) in relation to any single matter or any group of connected matters which may be aggregated by our insurers will be £3,000,000 including interest and costs unless we expressly state a different figure in the Engagement Letter.

## 6. Our charges and billing

You are liable to pay legal costs as set out in the Engagement Letter, which also states the arrangements for billing. We will usually discuss this with you at the outset of your matter.

Where we have indicated in our Engagement Letter that we will be charging on the basis of an hourly rate, our charges will be based on the following (exclusive of VAT):

Director/Senior Solicitor	£220 - £250
Solicitor	£185
Paralegal/Trainee Solicitor	£135

Short outgoing letters, emails and routine phone calls are charged at 1/10 of an hour. All other work is timed in six minute units and charged at the relevant hourly rate.

These hourly rates are reviewed annually, normally with effect from 1st July each year to reflect increases in overhead costs and inflation. We will inform you in advance of any such change in rates.

We may deliver our bills to you electronically. Please let us know if you have any particular requirements for the delivery of our bills.

Our bills become due for payment immediately after you receive them.

We may charge interest on overdue bills on a daily basis at 4% per annum above Barclays Bank Plc base rate from time to time.

We may cease acting for you if an interim bill remains unpaid after 30 days or if our reasonable request of a payment on account of costs is not met.

You have a right to challenge or complain about our bill. Please see the Complaints Section below. For details of how to complain about our bill. You have a right to challenge our bill by applying to the court to assess the bill under the Solicitors Act 1974. The usual time limit for applying to the court for an assessment is one month from the date of delivery of the bill.

## 7. Confidentiality

We will keep your information confidential, unless:

- you consent to the disclosure of that information;
- disclosure of the information is required or permitted by law or regulatory requirements that apply to us; or
- these Terms of Business state otherwise.

Unless you instruct us otherwise, email will be our default method of communication. We deploy a range of information security measures, but we cannot guarantee the security of information or documents sent by email. If you do not wish us to communicate information by email, please let us know.

External organisations such as the Information Commissioner's Office or Lexcel/CQS auditors and the SRA may conduct audit or quality checks on our practice from time to time. They may wish to audit or quality check your file and related papers for this purpose. We will require that these external organisations maintain confidentiality in relation to any files and papers which are audited or quality checked.

## 8. Privacy and data protection

We use your personal data primarily to provide legal services to you, but also for related purposes such as administration, billing and record keeping and to inform you of our services and events that we think may be of interest to you.

Our use of your personal data is subject to your instructions, the UK General Data Protection Regulation (UK GDPR) other relevant UK legislation and our professional duty of confidentiality.

We take your privacy very seriously. Our Privacy policy contains important information on how and why we collect, process and store your personal data. It also explains your rights in relation to your personal data.

The Privacy policy is available on our website at [www.gilbert-davies.com/privacy-policy](http://www.gilbert-davies.com/privacy-policy), but please contact us if you would like us to send a copy to you or if you would prefer us to explain our Privacy policy verbally.

We use third party service providers to help us deliver efficient, cost effective legal services. This may include document/information hosting, sharing, transfer, analysis, processing or storage. We ensure all third party service providers operate under service agreements that are consistent with our legal and professional obligations, including in relation to confidentiality, privacy and data protection. If you instruct us to use an alternative provider for storing, sharing or exchanging documents/information, we are not responsible for the security of the data or the provider's security standards.

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## 9. Changes to our bank details

We will never tell you about changes to important business information, such as bank account details, by email. Please inform us immediately if you receive any email or other communication purporting to be from the firm stating that we have changed our bank details or payment arrangements.

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## 10. Payment of interest

We will pay a fair sum of interest to clients or third parties on client money we hold on their behalf.

We will not pay interest:

- on money we are instructed to hold outside a client account in a manner that does not attract interest, e.g. cash held in our safe;
- where the amount of interest is less than £20;
- where we agree otherwise, in writing, with you or the third party for whom the money is held.

Please ask us if you would like to see our written payment of interest policy.

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## 11. Bank failure and the Financial Services Compensation Scheme

We are not liable for any losses you suffer as a result of any bank in which we hold client money being unable to repay depositors in full. You may, however, be protected by the Financial Services Compensation Scheme (FSCS). The FSCS is the UK's statutory fund of last resort for customers of banking institutions. The FSCS can pay compensation up to £85,000 if a banking institution is unable, or likely to be unable, to pay claims against it.

The limit is £85,000 per banking institution. If you hold other personal money in the same banking institution as our client account, the limit remains £85,000 in total. Some banking institutions have several brands. The compensation limit is £85,000 per institution, not per brand.

The FSCS also provides up to £1m of short-term protection for certain high balances, e.g. relating to property transactions, inheritance, divorce or dissolution of a civil partnership, unfair dismissal, redundancy, and personal injury compensation (there is no financial limit on protection for personal injury compensation). This is called the temporary high balance scheme and, if it applies, protection lasts for a maximum of six months.

The FSCS (including the temporary high balance scheme) will apply to qualifying balances held in our client account. In the unlikely event of a deposit-taking institution failure, we will presume (unless we hear from you in writing to the contrary) we have your consent to disclose necessary client details to the FSCS.

More information about the FSCS can be found at <https://www.fscs.org.uk>.

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## 12. Receiving and paying funds

Our policy is to only accept cash up to £350. If you try to avoid this policy by depositing cash directly with our bank, we may decide to charge you for any additional checks we decide are necessary to establish the source of the funds and this could also cause delays.

If we receive money in relation to your matter from an unexpected source, there may be a delay in your matter and we may charge you for any additional checks we decide are necessary.

Where we have to pay money to you, it will be paid by cheque or bank transfer. It will not be paid in cash or to a third party.

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## 13. Prevention of money laundering, terrorist financing and proliferation financing

To comply with anti-money laundering, counter-terrorist financing and counter-proliferation financing requirements, we are likely to ask you for proof of your identity and we may conduct searches or enquiries for this purpose. We may also be required to identify and verify the identity of other persons such as directors or beneficial owners. If you or they do not provide us with the required information promptly, your matter may be delayed.

You agree that we may make checks using online electronic verification systems or other databases.

You must not send us any money until we have told you these checks have been completed.

We will charge you for these identification and verification checks—we will confirm the cost in our engagement letter.

We may ask you to confirm the source of any money you have sent us or will send us. If you do not provide us with that information promptly, your matter may be delayed.

Any personal data we receive from you for the purpose of preventing money laundering, terrorist financing or proliferation financing will be used only for that purpose or:

- with your consent; or
- as permitted by or under another enactment.

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

Subject to section 5 'Our liability to you', we shall not be liable for any loss arising from or connected with our compliance with any statutory obligation, or reasonable belief we may have, to report matters to the relevant authorities under the provisions of the money laundering, terrorist financing and/or proliferation financing legislation.

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## 14. Financial services

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. This part of our business, including arrangements for complaints or redress is regulated by the Solicitors Regulation Authority. The register can be accessed via the Financial Conduct Authority website at [www.fca.org.uk/firms/financial-services-register](http://www.fca.org.uk/firms/financial-services-register).

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## 15. Professional indemnity insurance

We have professional indemnity insurance giving cover for claims against us. Details of this insurance, including contact details of our insurer and the territorial coverage of the policy, are available on our website, or can be provided on request.

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

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

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## 16. Complaints

We want to give you the best possible service. However, if at any point you become unhappy or concerned about the service we have provided you should inform us immediately so we can do our best to resolve the problem.

In the first instance it may be helpful to contact the person who is working on your case to discuss your concerns and we will do our best to resolve any issues. If you would like to make a formal complaint, you can read our full complaints procedure which is available upon request. Making a complaint will not affect how we handle your matter.

We have eight weeks to consider your complaint. If we have not resolved it within this time you may be able to complain to the Legal Ombudsman. Generally, this applies if you are an individual, a business with fewer than 10 employees and turnover or assets not exceeding a certain threshold, a charity or membership organisation with a net annual income of less than £1m, a trustee of a trust with an asset value of less than £1m, or if you fall within certain other categories (you can find out more from the Legal Ombudsman). The Legal Ombudsman will look at your complaint independently and it will not affect how we handle your matter.

Before accepting a complaint for investigation, the Legal Ombudsman will check that you have tried to resolve your complaint with us first. If you have, then you must take your complaint to the Legal Ombudsman:

- within six months of receiving our final response to your complaint; and
- no more than one year from the date of the act or omission being complained about; or
- no more than one year from the date when you should reasonably have known there was cause for complaint.

If you would like more information, you can contact the Legal Ombudsman by:

- visiting [www.legalombudsman.org.uk](http://www.legalombudsman.org.uk)
- calling 0300 555 0333 between 10.00 to 16.00
- emailing [enquiries@legalombudsman.org.uk](mailto:enquiries@legalombudsman.org.uk)
- writing to Legal Ombudsman PO Box 6806, Wolverhampton, WV1 9WJ

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## 17. Terminating your instructions

You may terminate our appointment at any time by giving us notice in writing. We can keep all your papers and documents while there is still money owed to us for our charges or disbursements.

We will only decide to stop acting for you with good reason, e.g. where we feel that the relationship has broken down, if you do not pay a bill, if you provide us with misleading information, or if you act in an abusive or offensive manner. We will give you reasonable notice before we stop acting for you.

If you or we decide that we should stop acting for you, we will charge you for the work we have done and, where appropriate, for transferring the matter to another adviser if you so request. This will be calculated on the basis set out in the Engagement Letter.

We are not responsible for reminding you about important dates and/or any deadlines after our appointment has been terminated.

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## 18. Storage and retrieval of files

We may create and hold client files in hard copy (paper), electronically or a combination of both.

We normally store client files (except any of your papers you ask to be returned to you) for six years after we send you our final bill. Unless you instruct us to the contrary, we may destroy paper documents and scan them onto our system to be stored electronically. We store the file on the understanding that we may destroy it after six years. We will not destroy original documents such as wills, deeds and other securities that we have agreed to hold in safe custody but we may, on reasonable notice, send them to you for safekeeping.

If we retrieve your file from storage (including electronic storage) in relation to continuing or new instructions to act for you, we will not normally charge for the retrieval.

If we retrieve your file from storage for another reason, we may charge you for:

- time spent retrieving the file and producing it to you;
- reading, correspondence, or other work necessary to comply with your instructions in relation to the retrieved file; and/or
- providing additional copies of any documents.

Our Privacy policy contains more information about how long we keep personal data for—see section 8.

We/I confirm that we/I have read and understood, and we/I accept, these Terms of Engagement.

**Signed**

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**Print Name**

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**Date**

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