



Terms and Conditions of Business

1. Definitions

- 1.1 Contract: means the agreement between you and the firm as set out in the terms of business, client care letter and any other documents referred to within either the terms of business or the client care letter.
- 1.2 These terms: means these Terms and Conditions of Business.
- 1.3 The firm or this firm: mean Whiskers LLP and not to any individual or group of individuals within the firm.
- 1.4 We, us and our (and any other relevant first-person terms): means Whiskers LLP and not to any individual or group of individuals within the firm.
- 1.5 You: means each and every party to this contract (other than us).
- 1.6 In relation to the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013:
- a) 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.
 - b) 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.
 - c) 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.
 - d) Conclusion of the contract: means the date you sign the Form of Acceptance to confirm our Terms of Business or the date from which you continue to provide us with instructions following receipt of our terms.
 - e) Cancellation period: means 14 days from the day of the conclusion of the new contract.

2. Terms of Business

- 2.1 These terms may not be altered unless agreed in writing by Whiskers LLP.

- 2.2 You should read these terms carefully, along with your client care letter and 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.
- 2.3 By accepting these terms, you are entering into a contract with the firm.

3. Responsibilities

- 3.1 Our responsibilities include advising you on the law, following your instructions, reviewing your matter regularly, and discussing with you whether the potential outcomes justify the expense and risks involved with your matter.
- 3.2 Once a matter has ended, unless we expressly agree in writing otherwise:
- a) we are not responsible for updating our advice or documentation to reflect any later changes in the law or practice; and
 - b) we will not remind you about future deadlines or obligations relevant to that matter.
- 3.3 You need to provide us with clear and timely instructions, the information and documents required for us to do our work, and funds required.

4. Instructions

- 4.1 If we are advising more than one person (whether individuals, companies or other entities), we will, unless otherwise agreed in writing, act for those persons jointly and severally.
- 4.2 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.
- 4.3 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) to give us instructions.

5. Information about this firm

- 5.1 The Firms contact details are:-

- a) Name of firm : Whiskers LLP
- b) Constitution: : Limited Liability Partnership
- c) Registered Head Office : 6 Mitre Buildings Kitson Way, Harlow, Essex,
CM20 1DR
- d) Head Office Number : 01279 439439
- e) Email : enquiries@whiskers.co.uk
- f) Website : www.whiskers.co.uk
- g) Hours of Business : Monday to Friday 9am – 5pm
- h) VAT Number : 246 1387 59

- 5.2 We are authorised and regulated by the Solicitor Regulation Authority (SRA) and our SRA ID number is 486819. This means that we are required to comply with a number of professional rules set out in the SRA Standards and Regulations which you can view at <https://www.sra.org.uk/solicitors/standards-regulations/>.
- 5.3 The SRA Indemnity Insurance Rules, in force from time to time, require us to take out and maintain Professional Indemnity Insurance with participating insurers, information about the compulsory layer of

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) We add VAT to our fees.
- e) We reserve the right to charge separately for photocopying, printing, telephone calls, faxes, electronic funds transfers, catering and other support services, and travel, courier and other incidental expenses. Where applicable, we will charge VAT on our charges and expenses.
- f) 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 ceiling figure, above which we will not incur any further costs without your consent, please let us know as soon as possible.

7. Disbursements

7.1 All disbursements (expenses) which we incur in working on your matter will be payable by you in addition to our charges. Examples of these expenses include, but are not limited to, Land Registry and Companies House fees; search fees, Stamp Duty Land Tax (and similar taxes); fees charges by experts, agents, couriers and barristers; court fees; travel expenses and subsistence; international telephone calls; use of on-line databases; and telegraphic transfer fees. VAT is payable on certain expenses, which you will need to pay in addition.

8. Paying our bills

- 8.1 The frequency of billing will depend on the nature of the matter. The frequency of billing for your matter is set out in your client care letter.
- 8.2 In some cases, particularly when litigation is involved or when we may need to incur substantial expense on your behalf we may require you to provide a payment on account (payment in advance of us carrying the work out). Where we ask you for payment on account we are not obliged to carry out any work on your matter until that payment has been made. A payment on account is not an estimate or fixing of charges, and our total of charges may exceed the payment on account.
- 8.3 You must tell us straightway if you have any form of legal expenses insurance that you think might pay for our bills.
- 8.4 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.
- 8.5 Unless agreed otherwise, our bills are payable within 14 days of delivery. If we do not receive payment during this time, then we reserve the right to charge you interest on the outstanding amount at a rate which 4% above bank base rate. Interest will accrue from one month after the date of delivery of the bill to the date of payment and will be payable on demand. We may also retain any papers and documents belonging to you while payment of our bills is outstanding.
- 8.6 All bills, whenever they are submitted, will be for final bills for the period to which they relate, unless otherwise stated but this does not prevent us from invoicing you for expenses for that period on a subsequent bill.
- 8.7 We are normally only able to accept cash up to a limit of £500.00 in any 28 day period. If you circumvent this policy by depositing cash direct with our bank, we reserve the right to charge of any additional checks we deem necessary regarding the source of funds. The Bishop's Stortford office are not able to accept cash payments.
- 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 this contract.

- 8.9 Where we hold money on your behalf because we have received funds on your behalf or you have make payment on account we may use this money towards payment of our bills. We will advise you if we do this.
- 8.10 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.
- 8.11 You can make a complaint about a bill using the firm's complaints procedure which is available on request. You may also have the right to complain to the Legal Ombudsman (see clause 25.11) or to apply to the court for an assessment of the bill under part III of the Solicitors Act 1974.

9. Contentious matters

- 9.1 You will be responsible to us for our fees and disbursements regardless of any order we obtained for payment of your costs by another party. Our costs are likely to exceed the sum which you could recover from any other party to the proceedings. You should also bear in mind that you may be ordered to pay the costs of the other party.

10. Your Money

10.1 Interest Policy

- a) Where we hold money in a client account for you, the SRA Accounts Rules require us to account to you for interest where it is fair and reasonable to do so in all the circumstances. This is typically where we are holding a substantial amount of money for a significant period of time.
- b) Our interest policy shall be kept under review and may change if the Bank of England base rate increases or decreases. The rate of interest available on client accounts is lower than rates of interest which can be obtained on other bank or building society accounts.
- c) For cleared funds paid into a client account the firm shall account for interest unless one of the following circumstances apply:
 - i. The amount of interest calculated on the balance held is £50.00 or less; or
 - ii. The client money was held in cleared funds in client account for a period of five working days or less.
- d) We will usually account to you for interest under our interest policy at the conclusion of your matter.

10.2 Banking

- a) The firm operates its client account principally through Lloyds Bank Plc.
- b) It is unlikely that we will be held liable for losses resulting from a banking failure.
- c) The Financial Services Compensation Scheme (FSCS) is the UK's statutory compensation scheme for customers of deposit providers (banks, building societies, etc). The FSCS can pay compensation (up to £85,000.00) to consumers if a deposit provider is unable, or likely to be unable, to pay claims against it. Some temporary high balances (up to £1,000,000) are also covered for up to six months; these relate to balances in transactions involving property, marriage, divorce, redundancy, unfair dismissal, personal injury, a legacy from an estate of a deceased person or money held on behalf of a deceased person for the purpose of administering their estate.
- d) The £85,000.00 FSCS limit applies to an individual client, so if you hold other personal monies in the same deposit-taking institution as our client account, the limit remains £85,000.00 in total. Some deposit-taking institutions have several brands, i.e. where the same institution is trading under different names, so you should check with your deposit provider, the FCA or financial advisor for more information. Further information regarding the FSCS can be found at www.fscs.org.uk and their contact telephone number is 0800 678 1100 or 020 7741 4100 (for international callers)

- e) If a banking failure occurs in relation to any deposit provider which holds money that we have deposited on your behalf, we will seek consent from you to disclose to the FSCS all relevant details in our possession about you and the money that we hold on your behalf with such a deposit provider. Please note that if you withhold 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 FSCS where a banking failure occurs in relation to a deposit provider holding money which we have deposited on your behalf.

11. Limitation of liability

- 11.1 Our liability to you for a breach of your instructions shall be limited to six million pounds, unless we expressly state a higher amount in the letter accompanying these terms of business.
- 11.2 We will not be liable for any consequential, special, indirect or exemplary damages, costs or losses, or any damages, costs or losses attributable to lost profits or opportunities. We can only limit our liability to the extent the law allows. In particular, we cannot limit our liability for death or personal injury caused by our negligence. Please ask if you would like us to explain any of the terms above.
- 11.3 This liability cap will apply to our aggregate liability to you together with any associated party for whom you are acting as agent in relation to the relevant matter on any basis.
- 11.4 Proportional liability; In addition to the other limitations in this document, where we and/or third parties are responsible for any loss suffered by you, our liability for that loss will be limited to a fair proportion of your total loss calculated by reference to the extent of our responsibility. If you have engaged other to represent or advise you on a matter in which we are involved and you agree with any of them that their liability, you agree that our liability to you will not exceed the amount which would have applied in the absence of that limitation.
- 11.5 Third party liability; if you start proceedings against us for loss or damage and there is another person (for example, another adviser) who is liable (or potentially liable) to you in respect of the same loss or damage, then you will (if we so request) join them into the proceedings. This then is subject to any legal prohibition against your joining them in that way
- 11.6 We have an interest in limiting the personal liability of employees, consultants and partners. Accordingly, you agree that you will not bring any claim against any individual employee, consultant or partner in respect of losses which you suffer or incur, arising out of or in connection with our engagement or the services we provide. The provisions of this paragraph will not limit or exclude the firm's liability for the acts or omissions of our employees, consultants and partners but the terms of our engagement may be varied without the consent of all or any of those persons.
- 11.7 We can only limit our liability to the extent the law allows. In particular we cannot limit our liability for fraud or for death or personal injury caused by our negligence, or for negligence in contentious business, insofar as the Solicitors Act 1974 s60(5) precludes the exclusion of such liability.

12. Rights of third parties

- 12.1 Our advice is for your benefit only. Save as expressly set out, our agreement with you is not intended to confer parties whether pursuant to the Contracts (Rights or Third Parties) Act 1999 or otherwise.
- 12.2 No other person may see or rely on our advice without our written consent and subject to the conditions that we impose at the time.

13. Storage of documents

- 13.1 After completing the work, we may be entitled to keep all of your papers and documents while there is still money owed to us for charges and disbursements.
- 13.2 We will keep our file of your papers (except those papers you ask to be returned to you) in a secure storage area under our control for one year from the date of the final invoice, after which time they will be

securely destroyed or scanned onto our system to hold for a period of six years. We will not destroy documents you ask us to deposit in safe custody. However should any of your documents be lost or damaged as a result of events beyond our reasonable control we will not be liable for their replacement or for any resultant loss.

13.3 If we take papers or documents out of storage in relation to continuing or new instructions to act for you, we will not normally charge for such retrieval. However, we may charge you for: time spent producing stored papers that are requested; and reading, correspondence or other work necessary to comply with your instructions in relation to the retrieved papers. Unless otherwise agreed with you in writing, those charges will be at our hourly rates applicable at that time.

14. Confidentiality and data protection

14.1 Our use of your information is subject to your instructions, the Data Protection Act 2018 (“DPA”) and our duty of confidentiality. Therefore, we keep information passed to us confidential and will not disclose it to third parties unless expressly or implicitly authorised by you, except in the following circumstances:

- i. if required by law;
- ii. if we are required to provide information to professional service providers (such as expert witnesses, auditors or other advisors) for legal, regulatory and compliance purposes;
- iii. if we need to notify our professional indemnity insurer of a circumstance that could lead to you making a negligence claim against the firm under the terms of our policy – in such a scenario, we will disclose information about the potential negligence we have identified on an anonymous basis in the first instance; conversely, where we need to notify our professional indemnity insurer of an actual claim for negligence being made by you, it will be taken that by lodging such a claim, you are implicitly authorising us to release your details so that we can deal effectively with such a claim;
- iv. if we are required to provide information to selected third parties (including barristers and consultants) who assist us with legal, financial, administrative, information technology and other services; or
- v. if that information has entered the public domain other than as the result of our unlawful disclosure.

14.2 If we engage a third party in connection with your matter; we will put in place an agreement requiring them to treat your information as confidential.

14.3 The firm is the data controller (for the purposes of the DPA) of personal data that you provide to us. This means that the firm has a duty to comply with the provisions of the DPA when processing your personal data.

14.4 The firm has appointed John Joseph Roberts as its Data Protection Officer (“DPO”) and he is responsible for overseeing the firm’s compliance with the DPA.

14.5 We use the information you provide primarily for the provision of legal services to you and for related purposes including (but not limited to); updating and enhancing client records; analysis to help us manage our practice; statutory returns; and legal and regulatory compliance.

14.6 If you are an individual, you have rights under the DPA. These rights are:

- **The right to be informed and the right of access:** You can request a data subject access request (DSAR) by emailing the supervisor of your matter with the details of the personal data that you want to access.

- **The right to rectification:** Please contact the supervisor of your matter to rectify any information that we hold. In some cases, we may ask to see proof of this change of data.
- **The right to erase:** To request to erase any data that we hold on you please contact the supervisor of your matter. Please bear in mind if we are in the middle of a matter this may affect our capability to act for you. If this is the case, we will discuss this with you.
- **The right to restrict processing:** to request a restriction of processing please notify the supervisor of your matter who will contact you to discuss the requirements of your requested restriction. Please bear in mind that some restrictions may prevent us from acting on your behalf. If this is the case, we will discuss this with you.
- **The right to data portability:** To request this please contact the supervisor of your matter who will discuss the format you would like your data in when you make a DSAR.
- **The right to object:** If you wish to object to any processing (irrelevant if consent has been provided previously), please contact the supervisor for your matter who will discuss your needs with you and action your request. Bear in mind, depending on the extent of the request this may prevent us from acting on your matter.
- **Rights in relation to automated decision making and profiling:** the firm does not conduct any solely automated decision making or profiling.

14.7 These rights are absolute, but there are some cases where our legal obligations override data subject rights. (For example, keeping data for anti-money laundering purposes, notifying the National Crime Agency (“NCA”) of any money laundering suspicions without notifying you).

14.8 We retain data as needed under the DPA.

14.9 Should you have any queries concerning these rights please contact enquiries@whiskers.co.uk.

14.10 If you are unhappy about any aspect of how we process your data, you have the right to complain to the Information commissioner’s Office (“ICO”)

15. Disclosure of information to our professional indemnity insurance provider

15.1 If we have to make a notification under the terms of our professional indemnity policy, information about you and your file may be seen by our insurers. Your file may, therefore, be seen by an assessor or another person unconnected with the firm in the future, unless you have notified us that they do not agree to this.

16. Disclosure of information for property transactions

16.1 If we are also acting for your proposed lender in this transaction, we have a duty to fully, reveal to your lender all relevant facts about the purchase and mortgage. That includes any differences between the mortgage application and information we receive during the transaction and any cash back payments or discount schemes that a seller is giving you.

16.2 You must disclose all information which 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.

17. Security of communications

17.1 Where you provide us with fax or computer network addresses for sending material to, we will assume, unless you tell us otherwise, that your arrangements are sufficiently secure and confidential to protect your interests.

- 17.2 The internet is not secure and there are risks if you send sensitive information in this manner or if you ask us to do so. Data we send by email is not routinely encrypted, so please tell us if you do not want us to use email as a form of communication with you or if you require data to be encrypted.
- 17.3 We will take reasonable steps to protect the integrity of our computer systems by screening for viruses on email sent and received. We expect you do the same for your computer systems. Neither you nor we shall have liability to each other in respect of any claim or loss arising in connection with such a virus or defect in an electronic communication other than where such claim or loss arises from bad faith or wilful default.
- 17.4 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 receive any communications purporting to be from this firm, that you deem suspicious or have any concerns about (however slight), please contact our office straightaway.

18. File auditing and vetting.

- 18.1 The firm may become subject to periodic auditor quality checks by external firms, companies or organisations, for the purpose of assessing the firm's compliance with its regulatory obligations and to obtain/maintain specialist accreditations which improve our practice. This could mean that your file is selected for checking. It is a specific requirement imposed by us that these external firms, companies or organisations fully maintain confidentiality in relation to any files and papers which are audited/quality checked by them.
- 18.2 Your files may also be reviewed in a due diligence exercise relating to the sale or transfer of all or part of our business, the acquisition of another business by us or the acquisition of new business.
- 18.3 If you do not wish your file to be used in either of the ways outlined above please let know as soon as possible.

19. Referrals to third parties

- 19.1 If we recommend that you use a particular firm, agency or business, we shall do so in good faith and because we believe it to be in your best interests. However, if that particular firm 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 the SRA Indemnity Insurance Rules, nor shall you be entitled to the benefit of the SRA Compensation Fund.
- 19.2 We will only refer, recommended or introduce you to a separate firm, agency or business where you have given us your informed consent to do so.

20. Cloud computing

- 20.1 The firm use cloud storage for storing data including client files and other confidential information. We undertook a thorough risk assessment before transferring data to the cloud.
- 20.2 We use Fusion IT as our cloud provider. If you do not want your file or data to be stored on the cloud, please tell us as soon as possible.

21. Anti-money laundering

- 21.1 We are professionally and legally obliged to keep your affairs confidential. However, we may be required by law to make a disclosure to the NCA where we know or suspect that a transaction may involve money laundering or terrorist financing. If we make a disclosure in relation to your matter, we may not be able to tell you that a disclosure has been made. We may have to stop working on your matter for a period of time and may not be able to tell you why.
- 21.2 We will not accept any liability for any loss caused to you or any other party as a result of our refusal to proceed with a matter or transaction or otherwise complying with our legal obligations.

22. Financial services

- 22.1 We are not authorised by the Financial Conduct Authority (FCA). However, we are included on the register maintained by the FCA so that we can carry on insurance mediation activity, which is broadly the advising on, selling and administration of insurance contracts. This part of our business, including arrangements for complaints or redress if something goes wrong, is regulated by the SRA. The register can be accessed via the FCA website at www.fca.org.uk/register.
- 22.2 The Law Society is the designated professional body for the purposes of the Financial Services and Markets Act 2000, but responsibility for regulation has been delegated to the SRA (the independent regulatory body of the Law Society), and responsibility for handling complaints has been delegated to the Legal Ombudsman. If you are unhappy with any insurance advice you receive from us, you should raise your concerns with either of these bodies.
- 22.3 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 covenant policies).
- 22.4 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 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.
- 22.5 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 as a result of your failure to provide with such details.

23. Tax Advice

- 23.1 Any work that we do for you may involve tax implications or necessitate the consideration of tax planning strategies. We may not be qualified to advise you on the tax implications of a transaction that you instruct us to carry out, or the likelihood of them arising. If you have any concerns in this respect, please raise them with us immediately. If we can undertake the research necessary to resolve the issue, we will do so and advise you accordingly. If we cannot, we may be able to identify a source of assistance for you.

24. Residual Balances

- 24.1 Following the conclusion of a transaction small client balances will sometimes arise on a file. These balances usually reflect disbursements allowed for but not incurred or incurred at a lower cost. To enable these balances to be returned, please complete your details in the section below named Whiskers LLP Bank Details. If no details are provided we reserve the right to make a charge of £30.00 plus VAT as a tracing fee or for balances not exceeding £30.00 to pay the same direct to the registered charity of our choice.

25. Complaints

- 25.1 This firm is committed to high quality legal advice and client care. If you are unhappy about any aspect of the service you have received, 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.
- 25.2 If you would like to make a formal complaint, please contact John Roberts who is our managing partner at this firm by email to enquires@whiskers.co.uk. We have a procedure in place which details how we handle complaints which is available on request on the firm's website. Making a complaint will not affect how we handle your case.

- 25.3 We have eight weeks to consider your complaint. If we have not addressed it within this time, or you remain dissatisfied with our handling of your complaint, you may complain to the Legal Ombudsman.
- 25.4 Normally, you will need to bring a complaint to the Legal Ombudsman within six months of receiving a final written response from us about your complaint and
- within one year from the date of the act or omission about which you are complaining occurring or
 - within one year of when you should reasonably have realised that there was cause for complaint.
- 25.5 The Legal Ombudsman will look at the complaint independently and any investigation by them will not affect how we handle your case. Before accepting a complaint for investigation, the Legal Ombudsman will check that you have tried to resolve the complaint with us in the first instance and you have suffered significant financial loss, stress or inconvenience, or detriment which deems it proportionate for them to investigate.
- 25.6 As well as your right to complain about any of our bills under our complaints procedure, you can also apply for the bill to be assessed by the court under Part III of the Solicitors Act 1974, in which case the Legal Ombudsman may not consider your complaint.
- 25.7 You should be aware that, when your complaint relates to a bill the Legal Ombudsman will not consider your complaint while your bill is being assessed by a court.
- 25.8 A complaint to the Legal Ombudsman must be one of the following:
- a) An individual;
 - b) A business or micro-enterprise as defined in European Recommendation 2003/361/EC of 6 May 2003 (broadly, an enterprise with fewer than 10 staff and a turnover or balance sheet value not exceeding £2 million);
 - c) A charity with an annual income net of tax less than £1 million when it referred the complaint to the firm;
 - d) A club, association or organisation, the affairs of which are managed by its members/a committee/a committee of its members, with an annual income net of tax less than £1 million when it referred the complaint to the firm; or
 - e) A trustee of a trust with a net asset value less than £1 million when it referred the complaint to the firm; or
 - f) A personal representative or beneficiary of the estate of a person, who, before he/she/they died, had not referred the complaint to the Legal Ombudsman.
- 25.9 The complaint must relate to services which the firm:
- a) Provided to you; or
 - b) Provided to another person who procured them on behalf of you; or
 - c) Provided to an estate of a person who is deceased where you are a beneficiary of that estate; or
 - d) Offered, or refused to provide to you.
- 25.10 For more information on the Legal Ombudsman's rules and requirements, please see their Scheme Rules dated April 2023, which are available on their website.
- 25.11 **Legal Ombudsman Contact Details:**
- a) Address: PO Box 6806, Wolverhampton, WV1 9WJ

- b) Telephone: 0300 555 0333
- c) Email: enquiries@legalombudsman.org.uk
- d) Website: www.legalombudsman.org.uk
- e) The firm is committed to ensuring that all Partners, Directors, Members, Consultants and Employees give their full co-operation to the Legal Ombudsman in the event of any dispute or complaint against the firm.

25.12 In addition to the Legal Ombudsman, the SRA can help you if you are concerned about our behaviour. This could be for things like dishonesty, taking or losing your money or treating you unfairly because of your age, a disability or other characteristic. However, the SRA are not able to deal with issues of poor service.

25.13 Solicitors Regulation Authority Contact Details:

- a) Address: The Cube, 199 Wharfside Street, Birmingham, B1 1RN
- b) Telephone: 0370 606 2555
- c) Email: report@sra.org.uk (or there is a form available on their website)
- d) Website: www.sra.org.uk

26. Money Laundering Regulations

26.1 We are required to comply with the Money Laundering Regulations and in particular to verify the identity and permanent address of all new clients. This is to ensure that the policy adopted worldwide by Financial and Government Authorities to prevent the use of laundering systems to disguise the proceeds of crime is achieved.

26.2 If you are a new Client or an existing Client who has not previously supplied information, you are requested to supply both of the following, one item from List A and one item from List B.

List A

- Current fully signed Passport
- Current full UK Driving License (with photograph)
- Military/Police ID card (with photograph)
- Disabled Person's card (with photograph)

List B

- A utility bill
- Television License renewal notice
- Council Tax bill
- Credit Card/Bank Statement

27. Termination

27.1 You may end this contract (and therefore, your instructions to us) at any time by writing to us by post or email (see clause 5.1 of these terms for details). You will be liable to pay our charges up until that point. These are calculated on an hourly basis plus expenses/by proportion of the agreed fee as set out in your client care letter.

27.2 We may be entitled to keep all of your documents and deeds while there is money owing to us (including charges and disbursements which have not yet been billed).

27.3 We may end this 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 you have not provided appropriate evidence of identification;
- where we reasonably believe that the relationship between you and us has broken down; or
- it comes to our attention that you/individuals controlling the entity are/become a ‘designated person’ (i.e. a sanctioned individual or entity) part-way through the matter or we have concerns about acting for you for reasons relating to the UK sanctions regime more generally. Please note – if we decide that it is appropriate to apply for a licence from the Office of Financial Implementation (“OFSI”) to continue acting for you or to request guidance from them as to how to proceed, all paid work on your matter will be suspended until the license is granted. If such circumstances arise, we will be clearly communicate to you the reason why we are taking this course of action.
- Linked to the above, if our bank declines to deal with funds relating to your transaction (this may occur even if we have obtained a license from the OFSI to continue acting).

27.4 If your matter does not conclude, or we are prevented from continuing to act because of our legal obligations or 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).

27.5 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.

27.6 If we do have to cease acting for you, to the extent permitted by law and our professional obligations we will explain your options for pursuing the matter and will work with you to minimise disruption to your matter or matters.

27.7 In any event we will be considered to have ceased acting for you:

- a) upon our completion of the specific services that you have retained us to perform, or
- b) when more than six months have elapsed from the last time we furnished any billable services to you.

27.8 The fact that we may inform you from time to time of developments in the law which may be of interest to you, by email, newsletter or otherwise, should not be understood as a revival of a lawyer-client relationship. We have no obligation to inform you of such developments in the law unless we are

28. Cancellation rights

28.1 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 from the day 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.

28.2 This right will typically exist where we take instructions from you outside our offices, for example during a visit to you, or by 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.

- 28.3 Please refer to the cancellation notice at the end of these terms for further information about your right to cancel and the conditions attached to the same.
- 28.4 **Where cancellation rights apply under these regulations, we will not start work on your file for 14 days from the day of the conclusion of the contract, please mark the relevant box under the Instructions for Cancellation notice below stating your wishes and return a copy to us.**
- 28.5 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 which is proportionate to the work completed until we receive notice of cancellation from you, in comparison with the full coverage of this contract. These charges will be applied on the same basis as set out in clause 6.8 of these terms and where a fixed fee has been agreed, the charges will not exceed that fixed fee.

29. Applicable law

- 29.1 These terms and your 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.
- 29.2 If any provision of this 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 this contract which shall remain in full force and effect.

30. Limited Companies

- 30.1 When accepting instructions 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 our client care letter.

31. People Responsible for your work

- 31.1 The person responsible for dealing with your work will be [_____] who is a [_____]. The supervisor is [_____] and the assistant/secretary who may be able to deal with your queries and who will be pleased to take any message for you is [_____]. We will try to avoid changing the people who handle your work but if this cannot be avoided, we will tell you promptly of any change and why it may be necessary.

32. Whiskers LLP Bank Details

- 32.1 **Internet Fraud Warning: Emails can be hacked by fraudsters, therefore please check the authenticity of any email you receive relating to the payment of monies to us. Our bank details will not change during the course of a transaction. We will confirm to you if our bank details are changed. Do not pay any monies meant for us to a fraudulent account. If you have any doubts whatsoever please telephone Whiskers LLP on 01279 439439 as soon as possible for verification. We cannot accept responsibility for money sent to a wrong account.**

- 32.2 **Our Bank details are as follows:-**

Lloyds Bank Plc, 25 East Gate, Harlow, Essex

Account Name: Whiskers LLP Client Account

Sort Code: 30-94-51

Account No: 64562460

To enable us to return any monies held at the end of your matter please provide your bank details below:-

Bank Name: _____

Sort Code: _____

Account No: _____

Account Name: _____

A: Please confirm you have read and understood and accept these Terms and Conditions of Business.

Signed: _____

Name: _____

Dated: _____

Signed: _____

Name: _____

Dated: _____

B: Applies to Companies

I confirm I have read the paragraph above marked "Limited companies" and as a Director/shareholder interested in the matter I hereby personally guarantee the charges and expenses relating to this instruction.

Signed: _____

Name: _____

Dated: _____

Option 1 - Instructions for Cancellation

These instructions for cancellation only apply where clause 30 of the Terms of Business applies.

Right to cancel

You have the right to cancel this contract within 14 days without giving any reason.

The cancellation period will expire after 14 days from the day of the conclusion of the contract.

To exercise the right to cancel, *you* must inform us, **Whiskers LLP** at **6 Mitre Buildings, Kitson Way, Harlow, Essex, CM20 1DR** or enquiries@whiskers.co.uk, of your decision to cancel this contract by a clear statement (e.g. a letter sent by post or e-mail). *You* may use the attached 'Cancellation Form', but it is not obligatory.

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.

Effects of cancellation

If *you* cancel this contract, *we* will reimburse to *you* all payments received from *you*, including the costs of delivery (except for the supplementary costs arising if *you* chose a type of delivery other than the least expensive type of standard delivery offered by us).

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.

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.

If *you* requested to begin the performance of services during the cancellation period, *you* shall pay us an amount which is in proportion to what has been performed until *you* have communicated to us your cancellation from this Contract, in comparison with the full coverage of the contract.

Option 2 Instructions to proceed forthwith.

I wish to provide the following instructions:

Please start work on my matter straightaway. I understand that by instructing the firm to start work **before** the 14-day (no obligation) cancellation period expires, I will become liable for any costs and expenses incurred during this time. I accept that this liability exists if I then choose to cancel this contract. I also understand that where, on my instruction, the full service agreed has been performed within the cancellation period, my cancellation rights will cease to exist in accordance with the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013, as set out in the 'Cancellation Rights' and 'Cancellation Notice' clauses of the firm's Terms of Business.

Signed: _____

Signed: _____

Dated: _____

Dated: _____