

**ASHLEY WILSON SOLICITORS LLP**  
**("Ashley Wilson")**  
**TERMS AND CONDITIONS OF BUSINESS**  
**(2021 EDITION)**

**Date:**  
**Client:**  
**Matter of:**  
**Acting for you:**  
**Partner with overall responsibility:**

These Terms and Conditions of Business and any letter or email of engagement ("Letter of Engagement") set out the basis on which our services are provided and the basis upon which our fees are charged. Accordingly, please read and keep a copy for future reference. These Terms and Conditions will also apply to any future business you may have with our firm until updated or informed in writing. These Terms and Conditions will be updated periodically and details will always be available to download from our web-site [www.ashleywilson.co.uk](http://www.ashleywilson.co.uk).

Although your continuing instructions in this matter will amount to an acceptance of these terms and conditions of business, we do require you to complete sign and return the Instruction & Identification Form set out at the end of these Terms and Conditions for our file.

## **1. PLACE AND HOURS OF BUSINESS**

Our offices are located at Winchester Stables, 18 Winchester Walk, London Bridge SE1 9AG. The normal hours of opening are between 9.30am and 5.30pm on weekdays, excluding public holidays. Appointments can be arranged outside those hours when necessary. All our solicitors are willing to attend the offices and homes of clients if necessary. Currently in accordance with government guidelines we are working from home. We are a limited liability partnership ("LLP"). Our LLP number is OC311832. Our registered office is at Winchester Stables, 18 Winchester Walk, London Bridge SE1 9AG. The members of the LLP are referred to throughout the Terms and Conditions as "partners". Ashley Wilson Solicitors LLP is referred to in these Terms and Conditions as "Ashley Wilson". We are authorised and regulated by the Solicitors Regulation Authority (web-site [www.sra.co.uk](http://www.sra.co.uk)). We are registered for VAT purposes and our VAT number is 947 7992 47.

## **2. RESPONSIBILITY FOR WORK**

The person primarily responsible for the conduct of your transaction or case will be the solicitor named in the heading above. Tony Wilson is the senior partner and will have ultimate responsibility for all matters. Ashley Wilson has four partners, namely Tony Wilson, Mark Vinall, Nathan Woods & Daniel Ellis. Margot Fisher and Elizabeth Martin are consultant solicitors.

We try hard to avoid changing the people who are handling your work but, if this cannot be avoided, we will let you know as soon as possible and tell you why the change is necessary.

## **3. COMMUNICATION**

3.1 We pride ourselves on being approachable. Please do not hesitate to contact us by telephone, e-mail, fax or letter if you have any queries. All our solicitors have direct lines and email addresses. Mobile telephone numbers are provided on request.

3.2 We aim to provide all clients with a friendly and efficient service. If you feel that our service is falling short of this, please raise the matter with the legal representative acting for you in the first instance and if the problem cannot be resolved then speak to a partner. Ashley Wilson operates a complaints procedure which is fully compliant with the current Solicitors Regulation Authority requirements. If you have a complaint in the first instance please contact Tony Wilson and please cc in his secretary Michelle Clarke to ensure it comes to his attention immediately [twilson@ashleywilson.co.uk](mailto:twilson@ashleywilson.co.uk) and [mclarke@ashleywilson.co.uk](mailto:mclarke@ashleywilson.co.uk) who will provide you with a full copy of the complaints procedure and will record the appropriate details of your complaint. Normally complaints are considered by Tony Wilson the complaints partner unless it is inappropriate to do so. A copy of our complaints procedure can be downloaded from our web-site.

3.3 If you are not satisfied with our handling of your complaint in some instances clients also have a right to ask the Legal Ombudsman (PO Box 6806, Wolverhampton, WV1 9WJ, telephone 0300 555 0333, email [enquiries@legalombudsman.org.uk](mailto:enquiries@legalombudsman.org.uk), and website [www.legalombudsman.org.uk](http://www.legalombudsman.org.uk)) to consider the complaint. The time limit to contact the Legal Ombudsman office is within six months of your last contact with the firm. However not all clients are entitled to have their complaint considered by the Ombudsman, as the service is only generally available to members of the public and very small charities, clubs and trusts.

3.4 You may also have the right to apply to the Court for an assessment of a solicitor's bill under Part III of the Solicitors Act 1974. Please however note that if all or part of a bill remains unpaid we may be entitled to charge you interest. The Legal Ombudsman may not deal with a complaint about a bill if you have applied to the Court for an assessment of that bill.

## **4. OUR LIABILITY**

4.1 Ashley Wilson maintains professional indemnity insurance and supplementary insurance for a total cover of three million pounds sterling per claim. Our indemnity insurance is provided by LawSelect

whose address is 140 Leadenhall Street, London, EC3V 4QT.

4.2 Unless otherwise agreed in writing by a Partner of Ashley Wilson the total aggregate liability of Ashley Wilson and its employees and agents (whether arising in contract, negligence or otherwise) in any matter will be limited to three million pounds sterling for any claim or series of claims arising from the same circumstances. Liability for any consequential or indirect loss (whether or not it might have been foreseeable at the commencement of the matter) is excluded. We shall not be liable to you in relation to the failure of any bank or other financial institution or entity in which client monies are deposited or clients funds held by any third party.

4.3 As our engagement is between you and Ashley Wilson Solicitors LLP none of our members, partners, employees or consultants will have any personal liability to you in relation to the advice or work carried out. We accept no liability whatsoever to any third party arising from the advice given to you. Any third party receiving details of our advice or any document containing such advice does so at its own risk and must be informed of this clause.

4.4 Where we are acting for more than one person, the limit of liability will be allocated among you. Our liability to you shall also be limited to that proportion of the loss or damage (including interest and costs) suffered by you and which is ordered against us by a Court of competent jurisdiction after taking into account the contribution to the relevant loss and damage of any other person responsible and/or liable to you for loss or damage.

## 5. FEE ESTIMATES

5.1 In all cases you should receive from us a letter or email of engagement which will contain a written estimate of the costs for your particular transaction/case ('our Letter of Engagement'). If for any reason you have not received this please immediately take it up with the legal representative acting for you.

5.2 The estimate should provide details of:

5.2.1 The amount of our professional fees to be charged.

5.2.2 The amount of VAT and any other taxes payable.

5.2.3 The amount of all disbursements i.e. the expenses we incur on your behalf for which you are responsible (money paid on account is often used for this purpose). Please however note that authorities and other institutions which we deal with often

increase their fees at short notice. In such circumstances it is often impractical to notify you in advance of such increase. Please therefore allow for increases in disbursements costs of up to 25% without notification. If additional expenses/disbursements are to be incurred we will let you know at the first opportunity.

5.2.4 The procedure to be followed by the fee earner if the estimate is likely to be exceeded and by which the fees are reviewed. In such case you will receive a revised estimate with details of why the original estimate has been exceeded.

5.3 As an alternative to an estimate we may provide a forecast within a possible range of costs or in limited circumstances with regard to specific types of matters a fixed fee quotation and/or enter into a fixed fee agreement.

5.4 Unless stated to the contrary in our Letter of Engagement our estimate of costs is not fixed. We will give you further estimates of our likely charges and expenses as your matter progresses and at least every six months.

5.5 It is possible that the fees payable will exceed the estimate unless a "Fixed Fee" has been agreed in advance. If the time being spent necessitates that the fees are likely to exceed the estimate by more than 15% a revised estimate will be provided explaining the reason. If this is unsatisfactory to you, you can take this up with Tony Wilson.

5.6 Please note estimates are estimates, not quotations and as such they can be exceeded as outlined above.

5.7 Unless we agree to work on a "Fixed Fee" basis (see below) our costs will be charged in accordance with clause 7 below.

5.8 Please note that in relation to contentious matters of any type including but not limited to dispute resolution court or tribunal proceedings mediation and related negotiations separate and additional terms and conditions will apply a copy of which will be provided to you prior to or within a short period of taking instructions from you,

5.9 In relation to property transactions we can often be asked to act for the lender as well as the Buyer or Seller. In such circumstances we reserve the right to provide a separate fee estimate in respect of that work when the full circumstances and scope of our instructions are known to us either by

the provision of heads of terms or finance or mortgage offers or facility letters or redemption instructions.

V.A.T. which will be added when an invoice is prepared.

**6. FIXED FEES**

As a special service to our clients we are willing from time to time to carry out certain types of service (such as the preparation of straightforward Wills and conveyancing) for a "Fixed Fee." If we have agreed to work on a "Fixed Fee" basis, this will clearly be set out in our Letter of Engagement and this letter will also detail the scope of the work included within the "Fixed Fee". In the event that we are required to carry out additional work which is not covered by the "Fixed Fee" then we will notify you and provide you with an estimate of the costs for the additional work to be undertaken.

<b>Legal Representative Acting</b>	<b>Hourly Rate</b>
<u>Senior Partner</u> Tony Wilson	£400.00
<u>Partner</u> Mark Vinall	£325.00
<u>Partners</u> Nathan Woods & Daniel Ellis	£300.00
<u>Consultant Solicitors</u> Margot Fisher & Elizabeth Martin	£300.00
<u>Trainee Solicitors/Conveyancers &amp; Paralegals (if applicable)</u>	£180.00

**7. CALCULATION OF OUR FEES**

7.1 We calculate our charges based on hourly rates of and the time engaged by those acting on your matter. The basis for calculation of our fees is described in detail below. Our fee estimates are based on our experience of the time likely to be taken to conclude your transaction or business together with an assessment of the value of that transaction the speed of action required and the blinkered dedicated focus necessary to achieve the result for you taking into account the consequence of all those aspects of the instruction which may have an impact on the amount of the firm's indemnity insurance premium which is now one of the main overheads of most firms of solicitors.

7.4 We appreciate that email is now the most convenient and common form of communication with clients and others. However please be alerted to the fact that regular use of emails which need continuous attention tend to increase costs significantly. Please note to receive and consider an email rarely takes less than five minutes. To prepare and send a reply can take between five minutes and an hour or more. All emails are recorded within your file and our LEAP case management system. The total number sent/received will be charged on the basis of the time taken to consider and send the emails. We would therefore encourage all our clients to use emails sparingly as otherwise costs estimates can be rapidly exceeded.

7.2 All the time spent on dealing with your affairs is chargeable and will be recorded. We keep a detailed record of the time spent by each person working on your matters. Each adviser to you has a specified hourly charging rate (see details below) and records time in units of six minutes. Our charges are calculated mainly by reference to the time spent on advising on the matter, including advising, meetings with you and perhaps others, drafting and negotiating documents, dictating and drafting letters and file notes, research, correspondence, making and receiving telephone calls, read receipts, travelling, waiting time and time spent in supervising the matter. We also need to take into consideration issues such as the urgency, variety or delays and difficulties in being able to obtain instructions, the importance, value, complexity, uniqueness and urgency of the work and the outcomes delivered all of which may have an impact on the overheads of the firm for the reasons stated above.

7.5 The fee will also reflect the importance of the transaction, the complexity, the level of risk and speed needed as emphasised above.

7.3 The current hourly rates for those dealing with your matter are set out below. These do not include

7.6 Counsel's Fees and the costs of third parties. Except in very unusual circumstances we will not incur counsel's fees or provide an undertaking to discharge other firms costs or make a payment to a third party without obtaining a prior estimate and requesting the money on account from you in cleared funds to meet the cost of such fees. We will not normally instruct Counsel or provide any undertaking without money on account to meet the full cost including VAT. This is because Ashley Wilson is liable to pay Counsel's fees or settle the undertaking whether or not we receive payment. However once Counsel has been instructed or third party solicitors are engaged they may charge on an hourly rate so Counsel's fees and third party fees may be incurred which exceed the original estimate. Whilst we always aim to keep strict control over Counsel's fees and third party costs incurred from time to time on your behalf you will be liable for the

payment of such fees and we reserve the right to recover all such costs and fees from you.

7.7 Property Transactions: In the case of any transaction we reserve the right to request such sum on account of costs as we reasonably think fit from time to time. If such sum is not paid we reserve the right not to continue to act for you. In respect of property transactions we reserve the right to require payment to us by you of any disbursements taxes and our fees relating to such a matter prior to completing the transaction. In respect of litigation matters we may insist on all payments being brought up to date including the estimated costs of the hearing before we attend any hearing on your behalf or instruct counsel to do so.

7.8 An analysis of the time spent on your matter is available upon request unless a "Fixed Fee" has been agreed.

7.9 The above hourly rates are normally reviewed annually to take effect from 1st April and to take account of changes in salaries and other overhead costs. Details of any revision of rates occurring during the continuance of a case or transaction will be supplied to you immediately.

7.10 In exceptionally complex or exceptionally urgent cases, the normal hourly rates may not be appropriate. Where it becomes apparent that such circumstances exist, we shall discuss the matter with you and we reserve the right to terminate the retainer unless revised rates are agreed in substitution.

7.11 Unless otherwise stipulated in writing fees are payable whether or not a case is successfully concluded or a transaction completed. If a case or transaction does not proceed to completion for any reason during the period in which we are instructed, then we shall be entitled to charge for work done on the basis set out above, although we may in our absolute discretion waive part of our entitlement to such fees. In the event that arrangements are made for another firm to take over your case we will retain the file and all documents and information until all outstanding fees have been settled in full.

## **8. ARRANGEMENTS FOR PAYMENT OF FEES**

8.1 Property Transactions: Our invoice will normally be rendered following exchange of contracts and payment is required prior to completion. Where funds are payable to you upon completion, amounts due to us shall be deducted from such funds unless otherwise agreed in writing. In appropriate cases outstanding fees due to us from any previous transaction may also be included. In connection with each transaction an initial sum will be requested from you on account of costs and

disbursements. We itemise and charge separately a fee of £130.00 plus VAT for preparing SDLT forms (stamp duty land tax) on property purchase transactions where required and/or arranging for payment of duty whether on line or otherwise (as we do not allow this cost as part of the conveyancing process for which our fee estimate is provided). If any investigation takes place as to the stamp duty land tax payable on any purchase transaction and you want us to represent you then a further fee will be payable.

8.2 Where, for any reason, a property matter does not proceed to completion, we will be entitled to charge you for work done on a time spent basis and for expenses incurred. Property sales and purchases which fail to complete often involve as much work as those which reach completion. Any charge made will not exceed the amount of our estimate even if the time spent would justify a higher fee.

8.3 Other cases or transactions:

It is normal practice to ask clients to pay sums of money from time to time on account of the fees and disbursements which are likely to be payable. It is helpful if clients meet such requests with prompt payment, to avoid any delay in the progress of their case. In transactions or cases likely to continue for more than three months, interim accounts covering the work carried out will normally be rendered at least quarterly. This procedure helps clients to budget for the costs as the matter progresses. In the event of any account or request for payment on account not being paid, Ashley Wilson reserves the right to decline to act further in the case. The full amount of work done up to that date will then be the subject of a final account rendered and will be a debt due from the client.

8.4 Accounts should be paid within 30 days from delivery, unless an alternative arrangement has been made. In cases where payment is not made within one month from the delivery of an account by us we reserve the right to charge interest at 6% above the base rate of Barclays Bank Plc calculated from the date of delivery of the account with a minimum of 8%. Payment can be made by bank transfer which is encouraged.

8.5 In cases or transactions continuing for a long period, many clients find it convenient to arrange regular payments on account by way of bank standing order. Clients who wish to make use of this facility should discuss it with the person having the conduct of their file. Currently we do not have the facility to make fee payments by credit card but this is under review. Historically this has incurred additional costs reserve the right to make an additional charge for the use of such a facility to the extent permitted by law.

8.6 In civil litigation please be aware that although a successful client may be entitled to the payment of costs by some other party to the proceedings it is rare for the system applied by the court of "assessment of costs", as it is known, to result in the other party having to pay the full amount of costs incurred by the successful client with his own solicitor. Often as much as half of the successful client's costs may not be recoverable against his opponent but the client will still be liable to pay these costs to his or her own solicitor. It may seem unfair but cost assessment often penalises the successful client in litigation. If the other party is in receipt of legal aid or any other form of financial assistance or the claim is under permitted limits, no costs are likely to be recovered from the legal services commission or the unsuccessful party on 'costs assessment'. In the event that you are successful and costs do fall payable by the other party, interest can be claimed on those costs against the other party as from the date on which the order for costs was made. To the extent that any of the fees and disbursements of Ashley Wilson have been paid on account by you, Ashley Wilson will account to you for such interest but will otherwise be entitled to retain it.

8.7 Please note that the primary liability for costs incurred with Ashley Wilson falls with you as the client, even in a case where it is suspected that an order for costs will be obtained against another party. Furthermore, the costs of seeking to enforce any such order for costs against another party have to be met by you.

8.8 Ashley Wilson does not operate a contingency fee policy or arrangement but we are currently looking at the possibility of offering conditional fee arrangements in appropriate cases. Any such case would be subject to a separate and specific "Conditional Fee Agreement".

## **9. INTEREST ON MONIES HELD**

9.1 In accordance with the SRA's Accounts Rules 2019 we are required to account to you for interest on money held by us in our client account when it is fair and reasonable to do so. The holding of client money is incidental to the carrying out of clients' instructions. In addition, we are required to hold client money in an instant access account to facilitate transactions. As a result, the rates of interest paid under this policy are unlikely to be as high as those obtainable by you.

9.2 Interest will be paid where the amount of interest calculated exceeds £75.00.

9.3 Where money is held in relation to separate matters for you we will treat the matters and money as

separate, unless the matters are so closely related that they should be considered together.

9.4 Where client monies are held in our general client account and interest is due and payable to you we will pay interest without deducting tax at source. You will be responsible for declaring any interest to HM Revenue & Customs. Where client monies are held in a separate designated client account, interest may sometimes be paid net of basic rate income tax.

9.5 Interest will be calculated on a daily basis, using the rate of interest offered to business customers on instant access deposit accounts at the bank where we hold general client funds.

9.6 Interest will be calculated on cleared client funds. In the case of cheques received, this will be 10 days after the cheque has been deposited with our bank, and for amounts received in cash, or via credit or debit card, standing orders, BACS and CHAPS, interest will accrue from the day of receipt into our client account.

9.7 We will normally account to you for interest at the conclusion of the matter. You may contract out of receiving interest by signing a written agreement with us.

9.8 The above interest policy, including the de minimis limit of £75.00 will be reviewed periodically, particularly if changes are made to the Bank of England's Base Rate.

9.9 Where a client obtains a mortgage advance from a lender, we shall request that the lender submits the mortgage advance to us one working day prior to completion. Please note that the lender will usually charge interest from the date of issue of the mortgage advance. This is not recoverable from them or us.

## **10. FINANCIAL SERVICES AND REGULATED INSURANCE CONTRACTS**

10.1 For the avoidance of doubt please note we no longer have a separate Financial Services Department.

10.2 We are not regulated by the Financial Conduct Authority.

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

10.4 We are included on the register maintained by the Financial Conduct Authority so that we can carry on insurance mediation activity, which is broadly advising on, selling and administration of insurance contracts. This part of our business, including arrangements for complaints or redress if something goes wrong, is regulated by the Solicitors Regulation Authority. The register can be accessed via the Financial Conduct Authority website at [www.fca.org.uk](http://www.fca.org.uk)

10.5 The Solicitors Regulation Authority is the independent regulatory arm of the Law Society. The Legal Ombudsman deals with complaints against solicitors. If you are unhappy with any investment advice you receive from us you should raise your concerns with either of those bodies.

## **11 STORAGE OF PAPERS AND DEEDS**

11.1 On completion of your matter or termination of our instructions we are entitled to keep all your papers and documents while there is money owing to us for our charges or expenses. This is referred to as a "lien".

11.2 We provide a safe custody off-site service to clients in respect of Wills, Powers of Attorney and specific deeds where appropriate. No charge will be made for such storage unless prior notice in writing is given to you of a charge to be made from a future date to be specified in that notice.

11.3 Following the conclusion of your transaction or case you are entitled to request your original file of papers unless we act for more than one client in the transaction (e.g. mortgagee and buyer) in which case only a copy can be produced. We shall retain your file of papers for six years or longer period as we shall deem appropriate in our absolute discretion. If you require such papers (including pre-registration deeds and documents where the title to property has been registered at H.M. Land Registry) to be kept for any specific period, you must give us notice in writing to that effect. In the event of such notice being given, we reserve the right to require you to take personal custody of the papers. This provision does not of course apply to the wills and deeds referred to in 11.2 above.

11.4 If you require your file or documents from us after the completion of your transaction or at any time thereafter we reserve the right to charge a fixed fee of Seventy Five Pounds (£75.00) plus VAT for the cost of delivery and retrieval of information from our off-site storage facility at any time after completion. This charge has been introduced for all matters completed and files stored since 18<sup>th</sup> May 2009. This is not payable if you want to take custody of your file on completion of the transaction and you

make that request in writing. This fee is charged every time you require us to examine your old file. It normally takes up to 14 days. If the file retrieval is expedited (i.e. within 3 working days) we charge £150.00 (One Hundred Pounds) plus VAT. It is not charged if the file is retrieved in connection with another transaction in which we act for you. The file will be destroyed not less than 6 years after completion of your matter (at our discretion) if you have not requested it by that date. In the event that you require access to any documentation which we have stored electronically on your behalf such documentation will be forwarded to you electronically but not in hard copy. The hourly rate charge applicable for the sourcing and sending of such information is charged at the Trainee Solicitor / Paralegal rate stipulated above with a minimum fee payable in advance of £100.00 plus VAT.

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11.5 Wills and Powers of Attorney executed by clients are scanned on to a computerised Wills and Powers of Attorney database for future reference by clients free of charge.

11.6 At the end of a property transaction we will automatically store any deeds and documents which are not required by a mortgage lender unless you instruct us otherwise in writing.

## **12. DRAFTING DOCUMENTS FOR YOU**

If you instruct us to prepare a document please note that our duty is to draft the document on the basis of the information supplied by you and to draft it in accordance with the law in force at the date we submit the document to you but it is your responsibility to ensure that you read it, check that it fulfils your requirements and to ensure that it is executed or signed correctly. We are not under a duty to follow matters up in the event that you do not make further contact with us.

## **13. JOINT INSTRUCTIONS**

It is very common for two and more people to be parties to a transaction. Please note that once we have obtained instructions from each of you to proceed we shall be entitled to act upon the instructions of any one of you unless any of you informs us in writing that we are to take instructions from all of you on each occasion. You will be jointly and severally liable for the payment of our fees in such circumstances.

## **14. CONFIRMATION & ACCEPTANCE OF INSTRUCTIONS**

14.1 Unless otherwise agreed in writing, receipt by the firm of any form of communication from our client confirming his/her instructions sent to us after delivery of these Terms and Conditions and any estimate of costs will be deemed an acknowledgement by that client that he/she has

read, fully understands, and agrees and accepts not only the contents of such letter (with enclosures) but also these Terms and Conditions of Business. Subject to the application of future hourly rates and notified changes to estimated and fixed fees, these Terms and Conditions shall apply to all actual instructions (whether written or verbal) given to and received by Ashley Wilson and also to any renewal of instructions where the firm's retainer had previously been determined. They will continue to apply to all future instructions provided by you to us until new Terms and Conditions are provided by us to you.

14.2 In the absence of any written agreement to the contrary, any acceptance by a client of these Terms and Conditions of Business will be deemed as being consent to the charging basis and treated as an authority for the firm to carry out the work and/or incur any expenses/disbursements reasonably necessary for the instruction.

15. **OUR WEBSITE – [www.ashleywilson.co.uk](http://www.ashleywilson.co.uk)**

Our website provides full details of the services we provide, these Terms and Conditions of Business, our Complaint Procedure, Information about the firm and our staff, testimonials and our Client satisfaction questionnaire.

16. **IDENTITY/ THE MONEY LAUNDERING REGULATIONS 2007 & PROCEEDS CRIME ACT 2002**

16.1 Evidence of identity is requested in all cases. The Instruction and Identification Form at the end of these Terms and Conditions needs to be completed and returned with the documentation requested.

16.2 In most cases we deem it to be necessary and advisable to carry out an electronic identification check against you in addition to the usual identification requirements. By engaging Ashley Wilson you are providing your consent to an identification check being carried out against you. If such check is carried out then we will charge a fee of £10.00 plus Vat.

16.3 We comply with all laws and procedures to guard against money laundering. In certain circumstances information will be revealed by us to the appropriate authorities (in particular the National Crime Agency "NCA") in relation to any suspicion of money laundering without reference to you.

16.4 We are required to verify the source of funds where monies are being provided to fund a purchase other than from an institutional lender. Our policy is to ask for evidence where your own additional funds are being provided over and above whatever amount you obtain from your mortgage lender whether this

is in one transaction or in a series of transactions. Where the solicitor representing you requests proof of funds this should be in the form of bank statements showing a six month audit trail at the very least. If the money has originated from a sale of a house or a re-mortgage, please provide the completion statement from the solicitors together with the bank statement which evidences the money being deposited. If the bank account being operated is an internet only based account, we will require computer print outs. If the money is from the sale of investments we will require evidence of this. If the monies are savings accumulated, we will require bank statements showing the accumulation of these funds. If monies are being provided by a third party i.e. not you, please ensure that you have disclosed this to your lender (if you have one) as otherwise this will delay your transaction. It is usual practice that all the monies for the purchase should come from your own resources and if not, you have a duty to the lender to let them know. We will require evidence for the source of funds for the third party as well as their identification on the same basis as above i.e. original identification together with original bank statements and supporting documentation. Where the funds are coming from a third party in the form of a gift or loan, unless you have disclosed it to your lender and it is referred to in the mortgage offer, we will have to make a report to the lender and receive written confirmation that we can proceed on this basis. In certain circumstances, your lender may revoke the mortgage offer and therefore it is important that you disclose the gift or loan at the earliest opportunity.

17. **FUTURE INSTRUCTIONS**

Unless otherwise agreed, and subject to the application of the then current hourly rates, these terms and conditions of business shall apply to any future instructions given by you to Ashley Wilson.

18. **EMAILS**

E-mails are potentially a non-secure means of communication, and may result in a loss of confidentiality. Whilst therefore we are happy to communicate with you by e-mail if you wish us to do so you should please note that we will do so solely on the basis that we will not be liable to you for any loss you may suffer if any of the information contained or referred to therein reaches third parties or fails to reach you.

19. **SDLT – STAMP DUTY LAND TAX**

It is important to note that the buyer is responsible for ensuring that the correct Stamp Duty Land Tax is calculated and paid. Incorrect information or assessment can lead to financial penalties and

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criminal convictions subject to payment of a separate fee. We can act as your agent only.

## 20. **TAX ADVICE**

Please note that, except on transactions which are specifically related to taxation matters we will not examine any transaction for the taxation aspects and/or the effect of any tax on what you are proposing, unless we specifically reach agreement to do so. This applies to all forms of taxation including capital allowances. We will willingly work with your accountants or tax advisers if you wish us to do so.

## 21. **LIMITED COMPANIES**

Where the client is a limited company, an individual signing on the company's behalf (whether an officer of the company or not) agrees that he or she will personally meet any costs which the company should fail to pay. In such circumstances we recommend that an individual should take independent legal advice from that provided to the company before signing these Terms and Conditions as this effectively provides a guarantee by the individual concerned that he or she will be personally liable to discharge the legal costs incurred by the Company with Ashley Wilson.

## 22. **DATA PROTECTION**

22.1 Your instructions will require us to process information which is defined by the General Data Protection Regulation (GDPR) and the Data Protection Act 2018 (as amended from time to time) ("DPA") as personal data, We will do so as a data processor in accordance with the DPA and GDPR. You will remain the data controller for the purpose of such processing.

22.2 We will only process personal data on your behalf in accordance with your instructions and in compliance with the principles set out in the DPA and GDPR.

22.3 In relation to personal data provided to us concerning you, your directors or employees or third parties, we will be a data controller under the DPA and GDPR and will store and process such personal data in accordance with the provisions of the DPA and GDPR. Your data will be used only for the purposes of general administration, giving advice on your matter, issuing bills and to provide you with notifications of future client news and events and information of a legal nature and related information which we think may be of interest to you.

## 23. **TERMINATION**

23.1 You may terminate your instructions to us in writing at any time.

23.2 We expect and hope to act for you until completion of your matter. We may terminate our contract by giving you reasonable notice. We may only decide to stop acting for you with good reason such as, for example, if we are unable to secure clear or proper instructions from you, the relationship of trust and confidence between us breaks down, or you fail to pay money on account or our charges and expenses in accordance with these terms. This will be regardless of the stage that we have reached in proceedings. You will be responsible for our charges and any expenses incurred on your behalf up to the point where the contract between us ends.

23.3 If you or we decide that we will stop acting for you, we will charge you for the work done and expenses incurred plus any charges and expenses for work necessary in connection with the transfer of the matter to another adviser of your choice and/or removing ourselves from the court record (if applicable). On termination, you will remain liable for any interest owing on unpaid bills. Please also kindly note the lien on papers files and documents whether in hard copy or electronic referred to in 11.1 above.

23.4 Once we have completed a matter and closed our file we are not responsible for dates and deadlines that may arise as a result of that matter. For example, you should diarise critical dates for service of documents, expiry of time limits, exercise of options, renewal of leases and rent reviews. We are not responsible for providing additional documents from closed files such as statements for accountants etc if they have already been provided to you at the time of the transaction without being reimbursed for such costs incurred at the rate stipulated in 11.4 above.

23.5 Under the Consumer Protection (Distance Selling) Regulations 2000, for some non-business instructions, the client may have the right to withdraw, without charge, within seven working days of the date on which we were asked to act. However, if we start work with consent of the client within that period, the client loses that right to withdraw. Acceptance of these terms and conditions of business will amount to such consent. If it is sought to withdraw instructions, notice should be given by telephone, e-mail or letter to the person named in these terms of business as being responsible for your work. The regulations require us to inform clients if the work involved is likely to take more than 30 days to perform. These Terms and Conditions should be treated as notice that the 30 day period will be exceeded unless expressly stated otherwise.

## 24. EQUALITY AND DIVERSITY

This firm is committed to promoting equality and diversity in all of its dealings with clients, third parties and employees. We shall endeavour to meet any special requirements as far as possible, to ensure that we provide you with the best service possible.

## 25. CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

25.1 The provisions of these Terms and Conditions of Business and our client care letter and/or proposal document are between you and Ashley Wilson and do not confer any benefit or right to enforce any of its terms on a person who is not a party to this Agreement.

25.2 Advice that we give you must not be passed on to others without our prior written consent. The advice which we give is confidential and for the exclusive use of you as our client.

## 26. GOVERNING LAW AND SEVERABILITY

26.1 These Terms and Conditions of Business and our client care letter and/or proposal document will be governed by English Law and the parties agree to submit to the exclusive jurisdiction of the courts of England and Wales.

26.2 Each provision of these Terms and Conditions of Business and the client care letter is severable and distinct from every other provision. If any such provision is or becomes illegal, void or unenforceable the remaining provisions will continue in force as though that provision had not been included.

## 27. CLIENT SATISFACTION QUESTIONNAIRE

It would be appreciated if you are satisfied with the service provided that you complete a "google review" through your google account or by setting one up. Alternatively please complete our Questionnaire which is available on the Client Feedback section of our website [www.ashleywilson.co.uk](http://www.ashleywilson.co.uk).

## 28. OUR BANK DETAILS

Our Client account Bank Details are:

Ashley Wilson Solicitors LLP Client Account  
BARCLAYS BANK PLC  
Knightsbridge Business Centre  
P O Box 32014  
LONDON  
NW1 2ZG  
Account No. 63931641  
Sort Code: 20-06-13

Swift Code: BUKBGB22  
IBAN: GB51BUKB20061363931641

If we request funds from you they must be sent to this account. These details will not change. Please be aware of the risk of any fraudulent attempt to give you any different bank details for us. If in doubt about our bank details please telephone us to verify them before sending any funds.

Ashley Wilson Solicitors LLP

These terms and conditions are valid with effect from the 22nd October 2021 until superseded by a later edition

