

# TERMS OF BUSINESS THE WILKES PARTNERSHIP



## Introduction

- 1.1. We aim to offer our clients quality legal advice with a personal service at a fair cost. We hope it is helpful to you to set out in this statement the basis on which we propose to provide our professional services.
- 1.2. We are committed to promoting equality and diversity in our dealings with clients, third parties and employees. Please ask if you would like to see a copy of our equality and diversity policy. We are subject to the regulation of the Solicitors Regulation Authority whose rules can be consulted at <https://www.sra.org.uk/solicitors/standards-regulations/>. Alternatively, you can contact the SRA at Solicitors Regulation Authority, The Cube, 199 Wharfside Street, Birmingham, B1 1RN' or by calling the SRA's contact centre on 0370 606 2555 (within the UK).
- 1.3. We maintain professional indemnity insurance in accordance with the rules of the Solicitors Regulation Authority. Details of the insurers are available for inspection at our offices at the address shown at the end of these terms.

## 2. Responsibilities

- 2.1. As your matter progresses we will:
  - a) Communicate with you in plain language;
  - b) Advise you on the likely timescale of the matter, where it is possible to do so, and keep you informed of any changes to it;
  - c) Do our best to reply quickly to correspondence;
  - d) Keep you informed of progress and the work that we are doing on your behalf, including any changes to the law that might have a bearing on your instructions;
  - e) Tell you about any delays and explain the reasons;
  - f) Explain the effect of any important documents;
  - g) Tell you about staff changes that might affect you;
  - h) Advise you of any circumstances and risks of which we are aware or consider to be reasonably foreseeable that could affect the outcome of your matter;
  - i) Update you on the costs position and tell you if our original costs estimate needs to be reviewed.

2.2. You can help us by:

- a) Giving us clear instructions;
  - b) Safeguarding any documents that will be important in this matter;
  - c) Letting us know if you are unsure over any aspect of your matter;
  - d) Telling us about any important time limits that you are under, or if you are going to be away for any length of time;
  - e) Responding promptly to any questions that arise.
- 2.3. Where we act for two or more clients jointly, we will, unless otherwise agreed in writing, act for those persons jointly and severally. If you are instructing us jointly, it is your responsibility to tell us straightway if you require more than one person to give us instructions in relation to your matter. Otherwise, we will accept instructions from any one person.

## 3. Methods of Communication

- 3.1. We will aim to communicate with you by such a method as you may request. Unless you withdraw consent, we will communicate with you and with others when appropriate by email, but we cannot be responsible for the security or accuracy of correspondence and documents sent by email as such information could be interrupted, corrupted, lost, destroyed or arrive incomplete or otherwise be adversely affected or unsafe.

## 4. Level of Service

- 4.1. We will aim to reply to letters and other communications from you and others promptly, but it will not always be practical to do so the same day. We will not report to you for the sake of doing so but normally only when there has been some development.

## 5. Fees and Disbursements

- 5.1. Details regarding how our fees are calculated, together with our estimated costs for dealing with your matter, are set out in the accompanying client care letter.
- 5.2. We may deliver invoices (including interim statute invoices) and send and serve documents, including formal notices and documents (including legal proceedings) upon you by email by using any email address that you have provided to us or used to communicate with us.

5.3. Unless indicated otherwise, our fees do not include VAT (currently 20%), disbursements (payments we make to third parties on your behalf) and administrative charges (such as charges for photocopying, verifying your identity and for certain methods of transferring money). These will be added to our bill where appropriate.

Our charge out rates are periodically reviewed and, if your matter has not been concluded when the next review takes place, we shall let you know if any new rates will apply to work done.

## 6. Payment

6.1 Unless we are notified to the contrary, in writing, we will assume you do not have legal expenses insurance (a policy covering your legal costs or those of your opponent). Further we are not aware that there is anyone else who may be liable to fund our fees. If you think you may have such a policy or that there may be someone else who would pay your fees please advise us immediately.

6.2. Unless we have agreed in writing we will not be able to act in this matter under a Conditional Fee Arrangement ("No win no fee"). You should note, however, that other firms might be willing to do so. If we have agreed to act for you on a "no win, no fee" basis you will also receive in conjunction with this letter a conditional fee agreement. That agreement will override this letter as regards costs issues.

6.3. Unless we have agreed in writing we do not conduct work under the legal aid (public funding) scheme. If you think that you might qualify you might wish to telephone the Legal Aid Agency's helpline number: 0300 200 2020.

6.4. *Property transactions:* We will normally send you our bill following the exchange of contracts and payment is required on a purchase prior to completion, and at completion on a sale. If sufficient funds are available on completion, and we have sent you a bill, we will deduct our charges and expenses from the funds.

6.5. *Administration of estates:* We will normally submit a bill at regular stages during the administration, starting with the obtaining of a Grant. The final account will be prepared when the Estate Accounts are ready for approval.

6.6. *Other matters:* we may submit invoices to you on a monthly basis or at the end of a distinct section of the instructions, at our sole discretion.

6.7. All invoices are payable on demand and we request payment in full within 30 days.

6.8. In the event of a payment not being made we

must reserve the right to decline to act further and will charge you:

6.8.1 In the event that previous accounts have been raised on the matter in question, any costs incurred outside of the time period(s) covered by any such previous accounts; or

6.8.2 In the event that no previous accounts have been raised on the matter in question, all costs incurred up to and including the date at which we decline to act further.

6.9. Accounts are payable upon receipt. Interest will be charged on overdue accounts at 8% per annum.

6.10 Please also note that we reserve the right to withhold your file and papers from release (exercise a 'lien') until we have received full payment of our fees.

## 7. Money on Account and Interest Payments

7.1. In accordance with the SRA Accounts Rules 2019 we are required to account to you for interest where it is fair and reasonable to do so in all the circumstance. It is the firm's policy to account to its clients for interest on a fair and reasonable basis for both the client and the firm.

7.2. When we receive monies on behalf of a client it will be paid into a general client account. We hold a number of these accounts with different providers. These general client bank accounts will hold pooled amounts for different matters and clients. These will usually be based on client money being held in instant access accounts to facilitate a transaction. Clients are unlikely to receive as much interest as might have been obtained had they held and invested the money themselves as a result of our needing to have instant access to funds.

7.3. Our interest policy shall be kept under review and may change if the Bank of England base rate increases or decreases. Interest rates payable on client accounts may be lower than rates of interest, which could be obtained on other bank or building society accounts. For clarity, the current rate is 0.25%. In the event that the calculated total interest accruing to a client for the duration of a matter is less than £50 then no interest will be paid to the client on the basis that it is a de minimis amount. The firm takes the view that any amount below £50 is reasonably retained by the firm to cover the administrative cost dealing with client funds. If you would like any further information in regards to the rate of interest please contact the senior contact dealing with your matter.

7.4. Interest on general client money is calculated on cleared funds on a daily basis and compounded and applied annually. Where client requirements demand, the calculation and application will be made on agreed dates (e.g. closure of the matter). The

Finance department will prepare the necessary calculation as instructed by the fee earner of the matter.

- 7.5. Interest is paid by the relevant bank that the account relates to, to the firm on the aggregate of all client money held in the general client accounts and, subject to any interest paid to clients as above, is for the benefit of the firm.
- 7.6. On occasions interest may accrue on Client's monies held by this firm pending the completion of a conveyancing transaction. Fees quoted in such transactions are made on the basis that any interest that may accrue will be retained by this firm to avoid the necessity of increasing our level of charges. Unless you specifically object to this provision you will be authorising retention of this interest by this firm.
- 7.7. It is unlikely that we will be held liable for losses resulting from a banking failure.
- 7.8. The Financial Services Compensation Scheme (FSCS) is the UK's statutory compensation scheme for customers of deposit providers. The FSCS can pay compensation of up to £120,000 if a deposit provider becomes unable to meet its obligations. Temporary High Balances of up to £1,400,000 are also protected for up to six months for specific life events, including property transactions, inheritances, or personal injury settlements. Further details are available at [www.fscs.org.uk](http://www.fscs.org.uk) or by calling 0800 678 1100.
- 7.9. The £120,000 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 £120,000 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 a financial adviser for more information.
- 7.10. If the bank in which the firm holds funds should fail, we reserve the right to disclose to the FSCS the names and other details of clients whose money is held there in order for those clients to claim compensation up to the applicable limit, currently £120,000. However, if you do not wish us to make any such disclosure, please notify us by writing to our GDPR Partner, Andrew Garland. Please note that by withholding your 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. We will not be liable to you or any third party for any loss or

damage suffered as a result of any act, omission, fraud, delay, negligence, insolvency or default of any bank, financial institution, clearing or, payments system nor that of the directors, officers, employees, agents, or representatives of any of the foregoing.

- 7.11. This policy will be reviewed from time to time, especially in the light of any changes to interest rates.
- 7.12. We may from time to time require you to pay us a reasonable sum on account of costs. This will be held in our client account and we shall account to you for interest in accordance with the above policy.
- 7.13. From time to time payments might be made on your behalf from our business account for which we may seek reimbursement from monies held in our client account relating to your transaction, before a formal invoice is raised.

## 8. Limitation of Liability

- 8.1. Any advice given under these terms is provided solely for the purpose of the matter and to you and, without our prior written consent, may not be used for any other purpose or disclosed to any other person other than your other advisers (who may not rely on such advice). You will not refer to us, or our advice in any public document or communication without prior written consent.
- 8.2. Our liability to you for a breach of our contract and or negligence will be limited to the amount stated in your retainer letter or if silent, £3,000,000. If we breach our contract with you we will not be liable for any loss of profits or loss of business or depletion of goodwill or loss of anticipated savings or loss of contract or loss of use.
- 8.3. We can only limit our liability to the extent the law and our professional rules allow. In particular, we do not limit our liability for any loss or damage suffered by you as a result of fraud or fraudulent misrepresentation or death or personal injury caused by our negligence.
- 8.4. We shall have no liability to you if we are prevented from, or delayed in performing, our obligations or from carrying on our business by acts, events, omissions or accidents beyond our reasonable control.
- 8.5. You agree that you will not bring any claims in respect of loss or damage suffered by you out of or in connection with our services against any of our employees or consultants. This restriction will not operate to limit or exclude the liability of the partners or partnership for the acts or omissions of any employee or consultant. It is agreed that any employee or consultant will have the right to enforce this clause pursuant to the Contracts (Rights of Third Parties) Act 1999.

## 9. Dispute Resolution, Order for Costs

- 9.1. At the conclusion of this matter, and in the event that you are successful, it may be that you will be entitled to the payment of your costs by some other party. However, it is rare for the system of "detailed assessment" of costs, as it is known, to result in the other party having to pay the full amount of your costs. This is a complex subject which we will be happy to explain further if you wish.
- 9.2. Please note that even if you win, your opponent may not be ordered to pay or be capable of paying the full amount of your costs. Further if your opponent is legally aided you may not recover costs even if you are successful.
- 9.3. In the event that you are successful and the costs of the matter fail to be paid by the other party we will be able to claim interest on those costs to be paid as from the date on which the order for costs was made. To the extent that any of our charges have not been asked for and paid on account we will retain this interest.
- 9.4. Please note that you will be responsible for paying our bill in full regardless of any order for costs made against your opponent.
- 9.5. If you lose your case, you will have to pay your own costs and, in all probability, your opponent's costs.

You may purchase "after the event" insurance to cover either your own or your opponent's costs in the event that litigation is unsuccessful. Premiums for such insurance are assessed on a case-by-case basis and if you wish to find out more please ask us.

## 10. The Civil Procedure Rules 1999 Liability for Costs

- 10.1. We draw your attention to the fact that the Rules require both parties to help the Court further its overriding objective in dealing with cases expeditiously, fairly, saving expense and in a way proportionate to the amount of money involved, the importance of the case, the complexity of the issues and the financial position of each party. In exercising its discretion as to who should pay any costs, the Court will see to what extent a party has complied with its duty to help the Court.
- 10.2. You should realise therefore that if the Court decides that you have not complied with your duty to the Court, you may be subject to adverse Orders from the Court including an obligation to pay costs to your opponent irrespective of the outcome of the matter overall.

## 11. Duties to the Court

- 11.1. Solicitors owe various duties to the Court, such as not presenting misleading or false evidence. You must not ask us to breach our duties or act in an inappropriate way. Further, if you are involved in or contemplate Court proceedings you have a duty to preserve evidence that may be the subject of a dispute, and to comply with court orders.

## 12. Papers and Deeds

- 12.1. We will keep our file of your papers in accordance with our retention policy (available on request), except those papers that you ask to be returned to you. We will not destroy documents you ask us to deposit in safe custody.
- 12.2. 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 both for:
  - a) time spent producing stored papers that are requested
  - b) reading, correspondence or other work necessary to comply with your instructions in relation to the retrieved papers.

## 13 Anti-Money Laundering

- 13.1. The law requires solicitors to get satisfactory evidence of the identity of their clients and sometimes people related to them. This is because solicitors who deal with money and property on behalf of their client can be used by criminals wanting to launder money. In order to comply with applicable Government regulations in respect of money laundering we are only able to accept instructions if you comply with our client identification policy.
- 13.2. If you are an individual, we will obtain an electronic database (AML) search. The fee for each search is £30.00 plus VAT and will appear on your bill under administrative charges. For Directors, Secretaries, and Share Holders of a Company or Members of a Limited Liability Partnership, the fee for each search will be £30.00 plus VAT.
- 13.3. For AML search purposes, you will have received a secure link in order to complete your client verification. In the event that you are unable to complete this electronically, please provide copies of your current valid full passport OR your current photocard driving licence AND a recent (less than 3-months old) utility or local authority council bill (but not a mobile phone bill).
- 13.4. As in 13.3 above, if we have not received confirmation of your client verification either

within 21 days of the date of the client care letter, or such other period as we deem reasonable, we may either not be able to act for you or cease to act.

If we receive an unsatisfactory result from our electronic database search we may also have to cease to act.

If you do not have the documents referred to above, please contact us for further advice.

13.5 If you are a company, we will verify your officers and shareholders at Companies House, together with verifying your status as being active; in addition, the individual who is giving us instructions on your behalf, must also complete an electronic verification check where possible or provide us with the documents required to enable us to carry out an AML search for that person (see the above-mentioned section headed "Individual").

13.6 For non-listed companies and other organisations, we will also require the evidence for individuals for one or more Directors, Company Secretaries, Shareholders, Partners and other persons authorised to represent the organisation.

a) If an individual who is not a director of the company or partner of the partnership is giving instructions, we will require a director or partner to give written authority to us to take instructions from that designated person. Where instructions are to be given by someone other than you as the client where you are an individual or trustee, we may ask you to give written authority to us to take instructions from a designated person on your behalf.

b) Please note that any such searches and copy documents will be securely maintained on the file for your matter in pursuance of our data protection policy. The uses that will be made of the data will be to provide confirmation of the identity of the person providing it only. The law requires us to maintain such data for a period of five years from the end of the matter we are handling for you or from the date that you cease to be a client of this firm. We will retain the forms and any other data for our usual file retention period according to the matter type calculated from the date the file was archived. A list of retention dates is available on request. The data might be stored longer if necessary, however, as when litigation has arisen or may be pending, the checks may become relevant in such proceeding

c) We are professionally and legally obliged to keep your affairs confidential. However, solicitors may

be required by statute to make a disclosure to the National Crime Agency where they 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.

d) 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.

e) If you are a residential conveyancing client you must provide us with the originals of these documents. In addition we will obtain an electronic database search. The fee for each search is £5.00 plus VAT and will appear on your bill under administration charges.

### **13 Consumer Contracts Regulations 2013**

13.1 If you are a client instructing us other than in the course of business the provisions of the Consumer Contracts Regulations may apply to the work we undertake for you and you may be entitled to cancellation or "cooling off" rights in certain circumstances. You will be advised where this is the case in the client care communication.

### **14 Financial Services Advice**

We are not authorised under the Financial Services and Markets Act 2000, nor are we regulated by the Financial Conduct Authority. If, while we are acting for you, you need advice on investments, we may have to refer you to someone who is authorised to provide the necessary advice. However, we may provide certain limited investment advice services where these are closely linked to the legal work we are doing for you. This is because we are members of the Law Society of England and Wales, which is a designated professional body for the purposes of

14.1 the Financial Services and Markets Act 2000.

14.2 The Solicitors Regulation Authority is the independent regulatory arm of the Law Society. The Legal Ombudsman provides an independent complaints review process for most clients of solicitors' firms. If you are unhappy with any investment advice you receive from us, you should raise your concerns with either of these bodies.

### **15 Tax Advice**

15.1 Under the Finance Act 2026 section 223 & 224, we are a provider of tax services to the extent that we advise on SDLT (Stamp Duty Land Tax) and will be interacting with the HMRC on SDLT matters. This is in addition to our Private Client Department that provides tax advice services. However, if there are any

taxation issues arising from the work we carry out for you, you may need to take appropriate independent tax advice.

## 16 Insurance Distribution Activities

- 16.1 We are not authorised by the Financial Conduct Authority. However, we are included on the register maintained by the Financial Conduct Authority so that we may carry on insurance distribution activities.
- 16.2 The register can be accessed via the Financial Conduct Authority website at [www.fca.gov.uk](http://www.fca.gov.uk).
- 16.3 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 covenants policies).
- 16.4 This part of our business, including arrangements for complaints or redress if something goes wrong, is regulated by the Solicitors Regulation Authority.
- 16.5 Any insurance policy arranged by us on your behalf shall, in our opinion, be adequate to meet your needs, but you are hereby informed that we do not recommend any policy over and above any other and that it is your responsibility to check that you are satisfied with the excess levels, exclusions, limitations and other policy terms. We do not conduct a fair analysis of the insurance market prior to arranging insurance policies. You can request details of the insurance providers with which we conduct business at any time.
- 16.6 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 us with such details.
- 16.7 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 Solicitors Regulation Authority (the independent regulatory body of the Law Society), and responsibility for handling complaints has been delegated to the Legal Ombudsman (whose address details appear under "Complaints" below). If you are unhappy with any insurance advice you receive from us, you should raise your concerns with either of these bodies.

## 17 Data Protection and Marketing

- 17.1 In this section Data Protection Laws means: the UK General Data Protection Regulation (2018) (UK GDPR) and any national implementing laws, regulations and secondary legislation.
- 17.2 We process the personal data of individuals through the provision of legal services, for marketing, for administration, for commercial purposes or as required by law. We may use your personal data to contact you about our legal services, events and newsletters but you always have the right to opt-out of receiving marketing by contacting us. The full details of our privacy notice can be found at <https://www.wilkes.co.uk/links>
- 17.3 If you provide us with personal data as part of the matter we are instructed on, then we will use such personal data in accordance with your instructions, relevant data protection laws and our professional duty of confidentiality. We will be a Data Controller of any personal data which you supply to us and we create as part of our legal services.
- 17.4 We must both comply with our obligations under the data protection laws. We will both use reasonable assistance to help each other to comply with the other's obligations under Data Protection Laws.
- 17.5 If you are an individual, you have rights under data protection laws. These rights are:
  - **The right to be informed** - To request a 'subject access request' (SAR) please email the supervisor of your matter or contact our GDPR Partner, Andrew Garland, at the following email address: [dataprotection@wilkes.co.uk](mailto:dataprotection@wilkes.co.uk) with the details of your matter and the data that you want to have access. We will ensure that the subject access request has been completed within 30 days.
  - **The right of access** - To request a 'subject access request' (SAR) please email the supervisor of your matter or emailing our GDPR Partner, Andrew Garland, [dataprotection@wilkes.co.uk](mailto:dataprotection@wilkes.co.uk) with the details of your matter and the data that you want to have access. We will ensure that the subject access request has been completed within 30 days.
  - **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 your supervisor or the DPO. Please also 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 your supervisor or our DPO 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 your supervisor or the DPO who will discuss the format you would like your data in when you make a SAR.
- **The right to object** - If you wish to the objection of any processing (irrelevant if consent has been provided previously). Please contact the supervisor of your matter or the DPO 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 automated decision making or profiling.

17.6 When you provide us with personal data you will ensure that:

- a) it is not subject to any prohibition or restriction which would prevent or restrict you from disclosing or transferring the personal data to us, or prevent or restrict us from processing the personal data;
- b) you have all necessary notices and consents in place to enable the lawful transfer of the personal data to us and all relevant third parties as are required by the legal services we provide to you;
- c) ensure that personal data which you provide to us is adequate and limited to what is necessary for the legal services we are providing, and such personal data is accurate and up to date.

17.7 Each of us will ensure that:

- a) we have in place appropriate technical and organisational security measures to protect against unauthorised or unlawful processing of personal data and against accidental loss or destruction of, or damage to, personal data;
- b) we will only transfer the personal data outside of the EEA in accordance with data protection laws;

- c) we retain personal data only for as long as necessary or in accordance with any relevant legal or regulatory obligations.

## 18 Third parties

- 18.1 Third parties may conduct audits or quality checks on our practice including the Lexcel audits, the quality standard of the Law Society of England and Wales and the Law Society Conveyancing Quality Scheme. These third parties are required to maintain confidentiality in relation to your files.
- 18.2 Please advise the person responsible for your matter if you would prefer for your papers to be withheld from inspection for these purposes. Work on your matter will not be affected in any way if you would prefer to withhold consent.

## 19 Intellectual Property

- 19.1 You are entitled to distribute copies of materials we create for you within your own business, but all copyright and other intellectual property rights in such materials remains with us.

## 20 Outsourcing

- 20.1 Sometimes we ask other companies or people to do work on our files, such as photocopying and typing, to ensure this is done promptly. We will always seek a confidentiality agreement with these outsourced providers. If you do not want your file to be outsourced, please tell us as soon as possible.

## 21 Complaints

- 21.1 Please tell us if you are not happy with any aspect of the service you receive or have a query with a bill that you have received. We would ask you to raise any queries or concerns about our work for you with the Complaints Partner, Aaron Keene on 0121 233 4333 or email to [abkeene@wilkes.co.uk](mailto:abkeene@wilkes.co.uk) or by post to 41 Church Street Birmingham B3 2RT. If you would prefer to speak to someone else about your concerns/queries, then please contact Senior Partner, Gareth O'Hara on 0121 233 4333 or email to [GOhara@wilkes.co.uk](mailto:GOhara@wilkes.co.uk) or by post to 41 Church Street Birmingham B3 2RT. A copy of the complaints procedure is available on request.
- 21.2 We will write to you within three working days acknowledging your complaint, we will investigate your complaint and will aim to provide you with a written outcome following an investigation within 21 days of our acknowledgement letter.
- 21.3 If you are not happy with the outcome or we have not provided you with an outcome within eight weeks, you may complain to the Legal Ombudsman.
- 21.4 In the event that you are not satisfied with the

firm's response the Legal Ombudsman may be able to consider your complaint. There are, however, restrictions to this service for organisations, as set out on their website (see below).

21.5 The contact details for the Legal Ombudsman are:

- Telephone: 0300 555 0333 (9am to 5pm)
  - Minicom: 0300 555 1777
  - E-mail: [enquiries@legalombudsman.org.uk](mailto:enquiries@legalombudsman.org.uk)
  - Website: [www.legalombudsman.org.uk](http://www.legalombudsman.org.uk)
  - Address: Legal Ombudsman, PO Box 6167, Slough, SL1 0EH
- a) You should bring any complaint to the Legal Ombudsman within six months of the end of our complaints process.
- b) In addition, you should be aware that the Legal Ombudsman expect complaints to be made within one year of the date of the act or omission about which you are concerned, or;
- c) Within one year from when you should have known about the complaint.

21.6 We are subject to the regulation of the Solicitors Regulation Authority <https://www.sra.org.uk/solicitors/standards-regulations/>. You can also contact the SRA at Solicitors Regulation Authority, The Cube, 199 Wharfside Street, Birmingham B1 1RN or by calling their contact centre on 0370 606 2555 (within the UK).

21.7 Alternative complaints bodies such as Ombudsman Services, Pro Mediate and Small Claims Mediation exist which are competent to deal with complaints about legal services should both you and our firm wish to use such a scheme. We do not agree to use any of those schemes.

21.8 If you dispute our bill you may apply to the Court for an assessment under Part III of the Solicitors Act 1974. If you exercise this right you could be prevented from making a complaint to the Legal Ombudsman. In addition, if you apply to the Court for an assessment and if all or part of the bill remains unpaid at the end of that assessment, we are entitled to charge interest. There are strict time limits that apply to this process and you may wish to seek independent legal advice.

## 22.9 Termination of Retainer

21.9 You may end your instructions to us in writing at any time, but we can keep all your papers and documents while there is still money owed to us for fees and expenses. We may decide to

stop acting for you only with good reason, e.g. if you do not pay an interim bill or there is a conflict of interests or if the relationship is such that it would be unreasonable for us to continue to act for you. We must give you reasonable notice that we will stop acting for you.

21.10 If you or we decide that we should stop acting for you, you will pay our charges up until that point. These are calculated on an hourly basis plus expenses or by a proportion of the agreed fee.

## 22 Jurisdiction

22.1 Any dispute or legal issue arising from our engagement will be determined by the law of England and Wales, and considered exclusively by the courts of England and Wales.

## 23 Trading Name

"Wilkes" is a trading name of The Wilkes Partnership LLP (registered no. OC364479).

"Carvers" has been a trading name of The Wilkes Partnership since the 1 September 2011.

"Coley & Tilley" has been a trading name of The Wilkes Partnership since the 1 February 2019.



# Wilkes

Your legal partner for *life* and *business*

**Head office:**

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