**PJW Law**

**TERMS OF BUSINESS**

# (INCORPORATING EXPLANATORY NOTES/ADVICE)

(Edition 3: 25 November 2019)

PJW Law is the trading name of Phillip Watters Solicitors, a recognised Sole Practitioner whose office is 20 Madoc Street, Llandudno, Conwy, LL30 2TL.

These Terms of Business are intended to cover all aspects of work carried out by PJW Law. As such, not all the details may be relevant to your particular matter, and we have endeavoured to break down the information into different categories, one of which will be relevant to you.

# Privately Funded Work

1. **Wills**

**How our Fees are Calculated**

Wills are available from £99 plus VAT for a straightforward single Will. Where Wills appear to be complex and may incorporate discretionary or other forms of trust, or require us to visit Clients out of the office, our charging rate is as set out in these Terms of Business.

# Litigation or potentially contentious matters

**How our Fees are Calculated**

We charge for work carried out for you according to the amount of time spent on the matter. This will include time spent on the following aspects:-

* Seeing you or talking to you on the phone.
* Talking to your witnesses, experts or other persons.
* Researching the legal position and background of your case.
* Reading and studying papers and documents in your case.
* Preparing all agreements or other documents relating to the funding of your case.
* Preparing papers for your Barrister and the Court.
* Attending meetings with your Barrister.
* Attending Court on your behalf.
* Other work reasonably undertaken not covered by the above.

My hourly expense rate is periodically reviewed. We shall tell you when the rate changes. In addition, we charge one-tenth of the hourly rate for short letters or emails written and letters or emails received and short telephone calls. Longer letters, emails and telephone calls are charged

according to the amount of time spent on them. In your case, the basic hourly charge for time is as set out later in this letter. VAT is not currently added as we are not currently VAT registered. We reserve the right to charge VAT once our turnover is sufficient to warrant the same but will of course notify you in advance.

# Interim Bills

In cases which are not subject to a Conditional Fee Agreement (‘CFA’), we reserve the right to send you regular interim bills, but no more frequently than every three months, so that you may keep up- to-date with your legal costs. The bills will be for work undertaken by us and expenses incurred (often called “disbursements”), such as barristers’ or doctors’ fees. We usually ask for further money on account of costs when we do so.

# Costs’ Estimate and Costs’ Limit

It is often difficult for us to give an estimate of the cost of your matter, as we cannot tell how long it will take or how much work will be involved. In a matter which is not subject to a CFA you may, if you wish, ask us to work up to a costs’ limit, such as £1,250 plus VAT. However, we do not guarantee to be able to conclude a case where such a costs limit has been set up by you.

# Recovering Costs from Opponents

If you are ultimately successful in your matter, a Court may order your opponent to pay your costs. Even then, you will almost certainly not be awarded all your costs. You will be responsible for our costs whether you win or lose the action (save that where we undertake work under a CFA, your liability to pay our costs will be governed by that Agreement) and a Court Order for costs against your opponent helps you only to the extent that those costs are actually recovered. If your opponent is in receipt of Legal Funding, it is likely that you will not be permitted by the Court to recover your costs from your opponent.

If you are successful and the costs are paid by the other party, we shall be able to claim interest on those costs from the date when the costs’ Order is made. We shall retain this interest in relation to any of our charges which have not been requested and paid for on account by you. In addition when we recover a contribution toward our costs from an opponent it is often paid globally and not broken down between our costs and any disbursements we incur on your behalf (ie: barristers fees, court fees, experts fees etc) and any arrangements we have with barristers and experts about how those costs are to be split and any reductions we negotiate in fees charged by experts and barristers will be retained by us as part and parcel of our costs recovered from the opponenrt.

In cases where disbursements are funded by a loan arranged through a bank or other third party lender, you will not be entitled to recover the interest levied by the lender from an unsuccessful opponent. The interest due on that loan will be deducted from any compensation that we recover on your behalf, before we account to you. We shall also be entitled, at our discretion, to utilise all or part of any compensation monies recovered from your opponent, to discharge such debt and interest in advance of receiving any monies from an unsuccessful opponent in respect of costs.

# Recovering Damages from your Opponents

We shall be entitled, at our discretion, to utilise all or part of any compensation monies recovered from your opponent, to discharge any costs, disbursements, debts owing to the firm, debts owing to

others and interest, in advance of receiving any monies from an unsuccessful opponent in respect of costs.

We shall also be entitled at our discretion to pay any damages cheque received from your opponent made payable to yourself, into a Designated Deposit Account in the joint names of yourself and the firm, and to retain such sums until we have recovered our costs in full from your opponent. In the event that costs are not recovered, either in part or in full, we shall be entitled to utilise the funds standing to the credit of any such account to discharge our own fees, Vat (as when applicable) and disbursements, or any shortfall.

# Losing Your Case

If you lose your case, you may be ordered to pay your opponent’s costs as well as having to be responsible for your own costs.

In some circumstances, it is possible to take out insurance (called “After the Event Insurance”) which would offer you some protection against the costs awarded to a successful opponent and possibly in respect of your own disbursements. If you would like us to explore the possibility of covering your matter under such a Policy, please ask the Fee Earner who is handling your case.

# The Action

We will discuss with you whether we consider you to have reasonable prospects (subject to further investigations being made) of success in an action against your opponent. We will endeavour to try and settle the matter out of Court, if we consider that a solution which is in your interests can be achieved by this means, although sometimes it is inevitable that a Hearing will be necessary at which evidence will have to be given.

Sometimes, particularly in personal injury cases, the entire blame may not rest with an opponent, and a finding of contributory negligence might be made against the claimant. This would have the effect of reducing the total compensation by a percentage decided by a Court. In your case, we will have given you an indication of our view at our first meeting, although we cannot be certain at an early stage what allegations of contributory negligence might be made.

# On-line Claims Process for Road Traffic Act/Employers Liability and Public Liability

There has been a new on-line claims process for virtually all claims (RTA, Employers Liability/Occupiers Liability) where the injury element is worth at least £1,000 but no more than £25,000.

Under the new claims process, there are three stages, all of which carry fixed Solicitors costs as follows payable in the event of a successful claim by the Defendant and/or their insurer.

# Predictive Fee Regime for Road Traffic Act Claims

If your claim exits the on-line claim process at any time prior to the issue of Court proceedings, it will fall into the predictive fee regime.

The predictive fee regime for road traffic, employers liability and public liability accidents applies to all cases where the damages for your case are at least £1,000 and no more than £25,000.

The ‘predictive fee’ which we are entitled to recover under the current predictive fee regime varies dependent on the stage the case has reached and we will always contact you to advise the appropriate amount.

For CFA work, you also pay us up to 25% of your damages by way of your contribution to our costs. This is known as a “success fee”. Please note that you will be primarily responsible for all costs under the terms of our retainer, but we would seek to recover these as part of the settlement from the Defendant save for the 25% of your damages which is always payable by you to us if we are successful.

If the value of your case exceeds £25,000 then costs would then be calculated by reference to time in accordance with the rates specified above in relation to Litigation. The entire matter, including the period before proceedings were issued, would be subject to costs being charged on this basis. Again, you would be primarily responsible for those costs, but we would seek recovery from the Defendant as part of the terms of any settlement or the terms of any Judgment by the Courts. In addition you will pay us 25% of your damages as your contribution to our fee.

# Non-contentious Matters

**How Our Fees Are Calculated**

Because of the uncertainties of legal work, it is hard to estimate our fees in advance. They have to be fair and reasonable and the following are some of the factors taken into account in assessing them:-

1. The complexity of the matter.
2. The skill, labour, specialised knowledge and responsibility involved.
3. The time spent on the matter.
4. The number and importance of the documents involved.
5. The place and circumstances in which the business is transacted.
6. The amount or value of any money or property.
7. The importance of the matter to you and any special priority you ask us to give it.

In preparing your bill, we shall take all the above factors into account. We keep records of the time spent on each client's file to help us prepare bills. However, the total time is not the sole deciding factor in many cases.

If an indication of charges is given in advance, please note that it is an estimate and is approximate only. Estimates are given on the assumption that the matter is not, or does not become, unusually urgent, complicated or time-consuming! Our charging rate is as set out later in these Terms and Conditions. Our fees are based mainly on the time spent by partners and staff acting for our clients. This includes: time spent on interviews; drafting of documents; reading and research; preparing and working on papers and correspondence; telephone calls; and any time spent travelling or waiting whilst on clients’ business; other work reasonably undertaken.

In addition to measured periods of time for e.g. interviews, drafting, etc., we apply a minimum unit of six minutes to each letter and telephone call, with short letters or emails written or received and telephone calls charged at this rate. Our hourly rates are regularly reviewed. We shall tell you when the rate changes.

The time so recorded is costed according to a formula, which gives a charging rate or cost per hour for undertaking work on clients’ behalf, according to the level of fee-earner allocated to the client’s matter (the ‘charging rate’).

In matters in which there is a value element (e.g. conveyancing or the administration of the estate of a deceased person) we may, in addition to the above, charge a fee of up to 1% of that value. For example, in the case of an estate with a net value of £200,000, a fee of up to £2,000 may be charged in addition to the work carried out on an hourly charging rate.

In conveyancing matters involving the loan of money on mortgage by a Bank, Building Society or other lender, it is difficult for us to quantify what work might be involved in connection with the mortgage at the point when we give you an estimate or indication of our charges. Consequently, our estimate or indication of charges will not include work in acting on behalf of a mortgage lender, and we reserve the right to charge for this on a private basis in accordance with our published rates. However, in the event of a mortgage offer specifying what legal fees would be payable to an independent conveyancer for acting for the lender in relation to the mortgage transaction, our fee for doing so will not exceed such figure.

# Fixed fees

We offer a whole range of fixed fees on matters such as Wills, Power of Attorney etc. These fees are agreed at the outset and subject to conditions will not be exceeded. You will pay the price you are quoted (subject to strict conditions).

# How to Keep Track of Fees

If appropriate, we shall advise you at the outset as to the best method of financing your matter.

You may wish to set an initial upper limit on the fees to be incurred, above which we would not carry out any work without your permission.

In some matters, it may be possible to agree a fixed fee in advance.

# Payment of Fees and Expenses

As your matter progresses, we may need to pay out various expenses (known as disbursements) on your behalf. These include items such as search fees, Land or Probate Registry fees and fees due to other people. Vat is payable on certain disbursements. We have no obligation to pay disbursements, unless you have provided us with the funds for that purpose.

Because of the above, and the fact that legal matters take time, it is our standard practice to ask for money in advance from clients to cover fees and disbursements. In most instances, we would ask you to let us have the sum of £250.00 on account of those matters unless our instructions relate to commercial matters when we would ask you to let us have the sum of £350.00 on account. Please forward the appropriate sum to us immediately upon receipt of our Client Care letter, to enable us to commence work on your behalf.

In property transactions, our bill, (together with a statement of funds due to us, or to you) will normally be forwarded to you well in advance of the date of completion. This will enable you to make payment to us at least seven working days before the completion date. We reserve the right not to complete a property transaction unless all fees and disbursements requested are paid at least seven working days before the completion date.

In any matter where it becomes necessary for the firm to organise the transfer of telegraphic funds, then a charge of £25.00 plus vat will be made for each such service. In addition, a Bank charge will be incurred by way of disbursement, currently £12.00, exclusive of vat.

Fees are payable whether or not the matter is successfully concluded or completed. If, for any reason, the matter does not proceed to completion, we are entitled to charge for the work done on the basis set out above.

In matters which are likely to continue for some time, clients often like to make regular payments on account by way of a bank standing order. (Please ask if you wish to use this method of payment). Your standing order should be made in favour of "PJW Law, Client Premium Deposit Account" Number **(TBA)** at Nat West Bank, at 62 Mostyn Street, Llandudno, Conwy LL30 2WY, Sort Code **(TBA**.) If you have used the services of an Estate Agent to sell your property, you authorise us to discharge any invoice or fee note rendered by that agent out of the proceeds of sale, without the need to take your instructions thereon.

If you anticipate any difficulty whatsoever about paying our fees, please raise this with us at the outset. There are several ways in which we may be able help you with this problem, which may include payment by credit card.

# Conveyancing Quality Scheme

If you instruct us in relation to a conveyancing matter you authorise us to act in accordance with the Law Society Conveyancing Protocol.

# Property disclaimers

If we are acting for you in relation to a property transaction, we will not carry out a physical inspection of the property. We would advise you that you should arrange for a full structural survey of any property that you purchase, but it will be your responsibility to notify us in writing if you do not wish us to exchange contracts until such survey has been received.

We will not advise on the valuation of the property, nor the suitability of your mortgage, nor any other financial arrangements.

Unless you have arranged for a lender to insure any property that you are buying, we would advise you that your liability for the property arises at the point of exchange of contracts and that you should take steps to arrange for insurance cover to commence from that moment onwards.

We will not advise on environmental liabilities where we shall assume, unless you tell us in writing to the contrary, that you are making your own arrangements for any appropriate environmental survey or investigations. We may, however, need to obtain on behalf of your lender at your expense an environmental search, as well as other searches.

# Speaking to your Lender

If you have instructed us in connection with the purchase or re-mortgaging of property, it is likely that we will also be acting for your proposed lender in the transaction. This means we have a duty to make full disclosure to the mortgagee of all relevant facts relating to you, your purchase and mortgage. That will include disclosure of any discrepancies between the mortgage application and information provided to us during the transaction, and any cash-back payments or discount schemes which a seller is providing you. If a conflict of interest arises, we must cease to act for you in this matter.

In the case of a sale, you also authorise us to correspond with your current Mortgage Lender and to disclose to them any information which we deem it appropriate to give to them.

# All Clients

**Handling our clients' money**

The Professional rules about this are detailed and strict.

We cannot pay out money on your behalf until we are in possession of cleared funds. Any cheques must therefore be received by us at least seven working days before the money is to be paid out. If a longer clearance period is required, we shall advise you nearer the date.

Similarly, if we receive cheques for you, they have to be cleared through our Bank before we can pay you.

Where we hold funds on your behalf for any reason, and you owe us money in any matter, we reserve the right to use such funds in settlement.

Where you obtain borrowing from a lender in a property transaction, we may ask the lender to arrange that the loan cheque is received by us a minimum of seven working days prior to the completion date. If the money can be sent by CHAPS, we may request that we receive it the day before completion. This will enable us to ensure that the necessary funds are available in time for completion. You need to be aware that the lender may charge interest from the date of issue of their loan cheque or the transfer of the payment, and may also charge a CHAPS transfer fee.

You authorise us to deal with any monies or cheques received on your behalf, including payment of cheques into our client Account or a separate designated client account in the joint names of yourself and our firm and those cheques are made payable either to ourselves or yourselves, and to deal with the monies in accordance with the Solicitors Accounts Rules.

We are obliged to comply with the Money Laundering provisions of the Proceeds of Crime Act 2002 and must reserve the right to give such money laundering notice as we consider appropriate under the terms of the Act.

**Interest**

Any money received on behalf of clients will be usually (but not always) held in our client account. As the holding of your funds is incidental to carrying out your legal instructions, we do not pay interest on any monies you deposit with us or which are paid into our client account. You may find other solicitors who pay interest on client monies or you may wish to keep your money in your bank and/or building society account until required by us. Likewise on occasion we may be holding money on account of our costs or  your damages subject to payment of your contribution toward our costs or in probate matters whilst we gather in the estate ready for distribution. Again we do not pay interest on any such sums held by us. Again you may find other solicitors who pay interest on client monies and of course this is something you mish wish to take into account when instructing this firm to handle your matter.

# Liability for Client Monies if a Bank collapses

Client monies will be held with Nat West. In the unlikely event of a bank failure, we would require consent for the disclosure to the FSCS (Financial Services Compensation Scheme) of your details. If you do not give consent you will not be able to receive compensation from the FSCS.

The FSCS limit of £75,000 applies to individual clients. However, if you hold other personal monies yourself in the same bank, the limit remains £85,000 in total. For joint accounts each account holder is treated as having a claim in respect of their share so, for a joint account held by two eligible depositors, the maximum amount that could be claimed would be £85,000 each (making a total of

£170,000).

It is important to note that some deposit taking institutions have several brands, i.e. where the same institution is trading under different names. You should check either with your own bank, the FCA or a financial adviser for more information. It is unlikely that we will be held liable for losses resulting from a banking failure.

# Charging rates

Grade A – Phillip Watters

All work save for multi-track litigation - £299 per hour

All multi-track litigation (ie. Value of claim exceeds £25,000) - £299 per hour Litigation (these rates are set by the Court):

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| --- | --- | --- |
|  | **Grade of Fee Earner** | **Hourly Rate** |
| A | Solicitors with 8 years’ experience after qualification | £299/£299 |

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| --- | --- | --- |
| B | Solicitors with over 4 years’ experience after qualification | £220/£220 |
| C | Other Solicitors and Legal Executives and other staff of equivalent experience | £200/£170 |
| D | Trainee Solicitors and other staff of equivalent experience | £165/£150 |

Private Non-contentious, Wills and other Private Matters

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| --- | --- | --- |
|  | **Grade of Fee Earner** | **Hourly Rate** |
| A | Solicitors with 8 years’ experience after qualification | £299/£299 |
| B | Solicitors with over 4 years’ experience after qualification | £220/£220 |
| C | Other Solicitors and Legal Executives and other staff of equivalent experience | £200/£170 |
| D | Trainee Solicitors and other staff of equivalent experience | £165/£150 |

# Costs on Account

When we first see a privately paying Client we usually ask for money on account of costs before commencing any work, unless the work is being undertaken on a conditional fee basis.

# Payment of Bills

Our bills must be paid within twenty-eight days. Failure to do so will result in interest being charged as set out below, or the current rate prescribed by the Court, whichever is the higher. We are also entitled, in certain circumstances, to retain papers, documents etc. until payment of any money due to us from you.

We accept the following types of payment:

1. Cash (up to £1,000)
2. Cheques made payable to “Phillip J Watters Solicitors or PJW Law”
3. Debit Cards (no fee)
4. Credit Cards (subject to such fees as are charged by the Credit Card Company inclusive of vat)

We may charge interest on unpaid bills from one month after delivery of the bill on a daily basis at the rate specified in the Late Payment of Commercial Debts (Rate of Interest) (No.3) Order 2002 currently 8% over Nat West Bank’s base rate.

We reserve the right to cease acting for clients whose bills remain unpaid for an unreasonable time or those who do not provide costs on account when requested.

Acts of Parliament and regulations give our clients procedures for challenging a solicitor’s bill. For non-contentious work (legal work which does not involve court proceedings, e.g. conveyancing and probate), sections 70, 71 and 72 of the Solicitors Act 1974 set out your rights in relation to having the bill assessed by the court.

If the whole of the bill has not been paid we are entitled to charge interest on the outstanding amount of the bill in accordance with article 5 of the Solicitors’ (Non-Contentious Business) Remuneration Order 2009.

An application to the court must be made within one month of the delivery of the bill.

In matters which are likely to continue for more than a month or so, we reserve the right to render interim accounts at regular intervals. This helps clients to budget for fees as the matter progresses. If you have not paid such an interim account within 28 days, we reserve the right either to suspend work on your case (and in contentious matters we would serve a Notice of Change of Solicitor) or to terminate our retainer and not act further in the matter. The full value of the work done up to each interim account date will be the subject of a final account and will be a debt due from you.

# Taxation

The firm does not give any advice on matters relating to taxation and you should seek such advice or guidance from your own accountant or other suitable professional advisor.

# Financial Services

We are not authorised by the Financial Conduct Authority. However, we are included on the register maintained by the Financial Conduct Authority so that we can carry on insurance 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 Solicitors Regulation Authority. The register can be accessed via the Financial Conduct Authority website at [www.fca.gov.uk/register.](http://www.fca.gov.uk/register)

# Proceeds of Crime Act 2002

1. Proof of Identity

In order to comply with the law on money laundering, we need to obtain evidence of your identity as soon as practicable. We shall ask you to provide us with documents to verify your identity and address.

1. Confidentiality

Solicitors are under a professional and legal obligation to keep the affairs of clients confidential. This obligation, however, is subject to a statutory exception: recent legislation on money laundering and terrorist financing has placed solicitors under a legal duty in certain circumstances to disclose information to the National Crime Agency (NCA). Where a solicitor knows or suspects that a matter being handled on behalf of a client involves money laundering, the solicitor may be required to make a money laundering disclosure. If this happens, we may not be able to inform you that a disclosure has been made or of the reasons for it.

1. Cash

Our firm’s policy is to only accept cash up to £1,000.

If Clients circumvent this policy by depositing cash direct with our bank we reserve the right to charge for any additional checks we deem necessary regarding the source of the funds.

1. General matters arising under Proceeds of Crime Act 2002

In addition to your obligation to give full and frank disclosure of your financial and personal circumstances, the Proceeds of Crime Act 2002 (“the Act”) creates a number of offences relating to the proceeds of crime which include making it a criminal offence for you to enter into a financial settlement with your husband/wife/partner if you know that any income, capital or property of whatever nature which you and/or your husband/wife/partner receives or retains as part of the settlement represents the proceeds of crime. The proceeds of crime are any money/property/asset which has arisen as a result of any crime. The proceeds of crime include for example, monies (however low in value) saved as a result of tax evasion or benefit fraud whether that money has been saved or spent.

If your solicitor becomes aware of or suspects the existence of the proceeds of crime in your matter (whether from you or any other person), in order to enable the solicitor (or any other solicitor) to continue with your matter without you and s/he committing an offence under the Act, your solicitor must report the irregularity to the NCA. NCA will then either give or withhold permission for your solicitor to continue with the case. Even if NCA gives permission for the case to continue, it can pass the information received to any relevant body such as the Inland Revenue and an investigation may take place at any time in the future.

It follows from the above that, if you have any concerns about irregularities in your financial position or that of your husband/wife/partner, you may wish to seek specialist accountancy advice to correct those irregularities before the financial issues arising from the breakdown of your marriage/relationship begin to be resolved. Be aware that accountants are also required to comply with the provisions of the Act.

If your own financial irregularities or those of your husband/wife/partner are not corrected before you consult a solicitor and/or you do not tell your solicitor the correct position about your financial affairs or those of your husband/wife/partner, if your solicitor becomes aware of such irregularities during the course of the case, in certain circumstances s/he and you are required by the Act to disclose those irregularities to NCA. Further, in certain circumstances, your solicitor may have to make a report to NCA without telling you that he has done so. Accordingly, one consequence of not telling your solicitor about irregularities in your family’s financial circumstances would be to find that

s/he is required to inform NCA of the correct position without discussing the matter with you. In rare circumstances, one consequence of this could be that you resolve your financial relationship with your husband/wife/partner only to find you then become subject to an Inland Revenue investigation and/or criminal proceedings.

As your solicitors, the obligations we have under the Act can in certain circumstances override the duty of solicitor/client confidentiality.

If any fee earners engaged in your matter spend time in addressing issues arising from the Act, that time will be charged in the same manner as any other work undertaken in relation to your case.

# Authority to Audit

As part of our continuing commitment to providing a high quality of service to all our clients, PJW Law maintains accreditation with several organisations and quality schemes. The audit procedure laid down by such organisations and schemes may require examination of clients’ confidential files from time to time under strictly controlled circumstances and only to duly appointed and qualified individuals. Acceptance of these terms and conditions by you is deemed to include consent to such disclosure, which may be withdrawn by you in writing at any time.

If the matter which we are handling on your behalf is covered under the terms of a legal expenses insurance policy (either before or after the event) the Insurers may wish to have sight of or access to our files for use in conjunction with costs and other matters, such as audit. Acceptance of these terms and conditions by you is deemed to include consent to such disclosure (to include sending your file to the insurance company or its appointed agent), which may be withdrawn by you in writing at any time.

# Privacy Notice

We will be what’s known as the ‘Controller’ of the personal data you provide to us. This Privacy Notice should be read in conjunction with our Terms of Business which is available on our website ([www.pjwlaw.co.uk](http://www.pjwlaw.co.uk)), and our Client Care Letter.

**Information that we collect**

We collect personal data about you which includes your name, address, date of birth, National Insurance number, Identification documents, ethnic origin, marital status, occupation, email address, telephone numbers, bank details and any other special types of information or location-based information relevant to your case.

Depending on the matter that you have instructed us on, some of the information you may be asked to provide could be classed as sensitive personal information. For example, we may need to ask you about your health or medical history. We'll only ask you for this sensitive personal information if it is necessary to progress your case further. It may be that you will have to sign a ‘Consent to Medical Records’ letter to enable us to request this sensitive personal information from the various medical bodies.

**Why we need your data**

We use the information you provide primarily for the provision of legal services to you and for related purposes including:

* updating and enhancing client records;
* analysis to help us manage our practice;
* statutory returns;
* legal and regulatory compliance.

Our use of that information is subject to your instructions, the Data Protection Act 2018 and our duty of confidentiality. Please note that our work for you may require us to give information to third parties such as expert witnesses and other professional advisers. You have a right of access under data protection legislation to the personal data that we hold about you.

The lawful basis for processing your data is so that we can comply with legal obligations. For instance, we need your data in order to register a property purchase with HM Land Registry on behalf of a client, and submitting a Land Transaction Tax/Stamp Duty Land Tax form etc.

**What we do with your data**

All the personal data we process is processed by our staff in the Firm however for the purposes of IT hosting and maintenance this information is located on servers within the European Union known as the Cloud. No third parties have access to your personal data unless the law allows them to do so. We have a Data Protection regime in place to oversee the effective and secure processing of your personal data.

We'll only ask you for this sensitive personal information if it is necessary to progress your case further. It may be that you will have to sign a ‘Consent to Medical Records’ letter to enable us to request this sensitive personal information from the various medical bodies.

In litigation matters, your details (i.e. medical records) will be shared with the court, your barrister, the defendants solicitors, insurers and any experts who are giving expert opinion on the case.

All Solicitors are bound by the duty to keep your information confidential in any event. At no time will we ever sell your data or release it to third parties who may be interested in acquiring it. We confidentially delete your data when it is no longer required to be held by us.

If we ever use your data to market the services of the firm this would be anonymised, and your signature hereby confirms your consent to the use of the anonymised marketing.

We use cloud storage for client files. Our cloud software provider is LEAP. LEAP’s cloud infrastructure is provided and maintained by industry leading cloud-platform provider Amazon Web Services. Amazon Web Services demonstrates a commitment to information security at every level of the organisation and complies with internationally recognised standards, the EU Data Protection Directive and the *Data Protection Act 2018*

World leading cloud software products run on servers that are located in secure data centres who follow the world’s best practice for access not only to the data, but to the facilities in which the servers are housed. This is where banks keep their/your data and this is where LEAP keeps your data. It is secure and constantly backed up. With cloud software, the risk of location is eliminated.

LEAP utilises Secure Socket Layer (SSL) and RSA data encryption thereby ensuring that all communication between workstation and server is encrypted and protected from interception. These are two extremely powerful technologies which are also used by financial institutions to protect our data. All LEAP Servers are hosted in Amazon Web Services data centres in Dublin. You can get full details of Amazon security controls at <http://aws.amazon.com/security>

**How long we keep your data**

We are required under the Law Society Protocols to keep your archived file for a period of 6 years for PI matters, and 12 years for conveyancing matters after which time your file will be destroyed. Your information, which we might use for marketing purposes will be kept with us securely until you notify us that you no longer wish to receive this information.

Because we are regulated by the Solicitors Regulation Authority, HMRC and other Government bodies, we are obliged to keep your data for a certain time in accordance with the rules of our Regulators.

**What we would also like to do with your data**

We may from time to time send you information that we think might be of interest to you. If you do not wish to receive that information, please notify our office in writing.

**What are your rights**

One of the main rights which the Data Protection Act gives to individuals is the right of access to their personal information. An individual can send a ‘subject access request’ requiring the firm to tell them about the personal information we hold about them, and to provide them with a copy of that information. In most cases we must respond to a valid subject access request within 40 calendar days of receiving it.

If at any point you believe the information we process on you is incorrect you can request to see this information, and have it corrected or deleted. If you wish to raise a complaint on how we have handled your personal data, you can contact us to have the matter investigated - philwatters@pjwlaw.co.uk

If you are not satisfied with our response or believe we are processing your personal data not in accordance with the law you can complain to the Information Commissioner’s Office <https://ico.org.uk/>

If you do not wish us to process your personal data for marketing purposes, or if you do not wish to receive marketing emails or texts, please advise Mr Phillip Watters in writing as soon as possible.

# Electronic verification provisions

We may obtain information about you from third parties in order to verify your identity.

In performing these checks, personal information provided by you may be disclosed to that third party who may keep a record of that information. A credit check will not be performed and your credit rating will be unaffected.

All information provided by you will be treated securely, and strictly in accordance with the Data Protection Act 2018

# Supervisory Arrangements

The supervisors in each category of work is Phillip Watters

# Equality and Diversity

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

# Company Registration

PJW Law is a trading name of Phillip Watters Solicitor a recognised Sole Practitioner whose office is 20 Madoc Street, Llandudno, Conwy, LL30 2TL.

# Regulation

PJW Law is a trading name of Phillip Watters Solicitors and is regulated by the Solicitors Regulation Authority. The firm’s SRA number is 622652.

# Professional Indemnity Insurance

Under the Indemnity Insurance Rules, firms are required to take out and maintain qualifying insurance. Details of PJW Law’s insurance can be found at our offices, or you can contact us to request this information.

# Complaints

PJW Law is committed to high quality legal advice and client care. If you are unhappy about any aspect of the service you have received, we have a procedure in place which details how we handle complaints.

Complaints will be dealt with under the following protocol:

In the event of a complaint, you should raise the concern in the first place with the person dealing with the particular matter – this will invariably be Phillip Watters.

You should then contact Phillip Watters (if someone other than him is dealing with the matter) whose name will have been notified at the outset of the transaction.

The complaint should be put in writing explaining what action is requested.

If these steps do not resolve the problem we will appoint an independent Solicitor from another firm to look at and deal with your complaint. Such Solicitor will be agreed in writing between us and in default of agreement, the President of the Law Society will nominate an independent Solicitor.

A full copy of the practice’s complaints procedure is available on request.

If the complaint is still not resolved at the end of this complaints process you have the right to refer your complaint to the Legal Ombudsman at Legal Ombudsman, PO Box 6806, Wolverhampton, WV1 9WJ telephone 0300 555 0333; website: [www.legalombudsman.org.uk.](http://www.legalombudsman.org.uk/) E-mail: enquiries@legalombudsman.org.uk. Their time limits for investigating complaints are:

1. Within six months of receiving a final response to your complaint; and
2. Six years from the date of act/omission; or
3. Three years from when you should reasonably have known there was cause for complaint (if the act took place more than six years ago).

The act or omission, or when you should have reasonably known there was cause for complaint, must have been after 5 October 2010.

# Referral arrangements

We may pay a referral fee for work to be referred to us. In such a situation we will inform you in writing and will tell you what fee we have paid. The advice which we give to you will be independent and we will treat you the same as any other client. You are free to raise questions on all aspects of your matter and any information which you disclose to us will be treated as confidential and not disclosed to the referrer or to any other third party without your consent. We will not act for the referrer in connection with the same matter in any way at all and you are under no obligation to instruct us in connection with the matter.

# Charity

As part of our Ethos we contribute a proportion of all bills paid by you to charity. Our chosen charities are the Wales Air Ambulance and Dwelling Places (a charity who cares for the street children in Uganda). Unless you advise us in writing that you do not wish us to pay a proportion of our earned fee income to charity we will divide equally the proportion of our fee income to each charity.

# Communication

It is now the practice of this firm to obtain your e-mail address so that we can communicate with you by this means if we consider it appropriate. Periodically, we may also send you promotional emails about our services, newsletters etc.

You agree that we may (at our discretion) communicate with you by e-mail unless you explicitly advise otherwise. You can unsubscribe at any time by simply clicking “unsubscribe” on the e-mails we send. Unless you tell us otherwise we will correspond by email. This is a much quicker and more efficient method to deal with your matter.

We shall also use e-mail to communicate with third parties. We shall take reasonable care to ensure that no information relating to your matter is unintentionally disclosed. However, on rare occasions, such information might be inadvertently and unintentionally disclosed, and in such circumstances

you agree that no complaint or claim will be made against our firm or any member of staff except in circumstances where such disclosure was intentional and contrary to your instructions.

# Storage of Documents

We provide a free safe custody service to our clients for Wills, Deeds and other Securities.

As far as other documents are concerned, such as your file of papers and pre-registration Deeds and documents (where title to property has been registered at HM Land Registry) we retain these for as long as we decide, in our absolute discretion. A client who requires such papers to be kept for any specific period must give written notice to us.

Where stored documents and/or papers are retrieved by us at your request, no charge is usually made for such retrieval. However, whilst no charge is usually made, we nevertheless reserve the right to charge for retrieval work at our discretion.

We will retain any original documents, tapes or papers unless otherwise instructed. These will be destroyed in six years time with your file of papers. You can of course ask for the return of those documents at any time before the expiration of six years.

# Ending our Services

You may end your instructions to us in writing at any time, but we will be entitled to keep all your papers and documents while there is still money owing to us for our charges and expenses.

We may decide to stop acting for you only with good reason. For example, if you do not pay an interim bill or there is a conflict of interest. We must give you reasonable notice that we will stop acting for you.

If you or we decide that we should stop acting for you, you will pay our charges up until that point on an hourly basis and expenses as set out in these terms and conditions.