



## **CLIENT CARE POLICY & TERMS OF ENGAGEMENT**

### **1.0. INTRODUCTION CONTENTS AND REGULATORY INFORMATION**

We are a Firm of Solicitors based in North Staffordshire who provide a wide range of specialist legal advice. We pride ourselves upon being friendly and approachable and upon the quality of advice and service which we provide in the following fields:-

- Conveyancing
- Family Law
- Criminal Law
- Immigration
- Wills, Probate and Powers of Attorney
- Civil Disputes

Our Website which provides further information concerning the firm is as follows:-

- [www.waltersandplaskitt.com](http://www.waltersandplaskitt.com)

We have a Facebook page which provides information concerning the firm and updates upon issues which may be of interest to you.

We presently practise from offices situated in the following locations:-

- 2, Westport Road, Burslem — telephone 01782 819611
- 124, Ford Green Road, Smallthorne — telephone 01782 830038

Our lawyers tend to be based at one particular office but are happy to see clients at other locations by prior arrangement. We will arrange home visits and meetings at other locations if a client has mobility or health difficulties. Our normal hours of business are 9.00am — 5.00pm at each office but our Criminal Defence Team provides an out of hours service to all clients who are held in custody and the out of hours emergency pager number is 07623 514650.

We are authorised and regulated by the Solicitors Regulation Authority (registration number 57201). The Solicitors Regulation Authority is based at The Cube, 199 Wharfside Street, Birmingham, B1 1 RN (Telephone 0370 606 2555) [www.sra.org.uk](http://www.sra.org.uk). We are governed by the provisions of the Solicitors Code of Conduct which may be inspected at [www.sra.org.uk/solicitors/code-of-conduct](http://www.sra.org.uk/solicitors/code-of-conduct) page.

We are registered for Value Added Tax. Our VAT registration number is 319 2452 64. Our professional indemnity insurance provider is Travelers Insurance Company.

We have a relationship with R Govier Solicitors who undertake criminal defence work funded by the Legal Aid Agency as agents of Walters & Plaskitt. Their address is 25-27 Wolverhampton Road, Cannock, Staffordshire WS11 1AP (telephone 01543 469919). R Govier Solicitors are an independent firm who are regulated separately by the Solicitors Regulation Authority (registration number 670202). They hold separate professional indemnity insurance and are managed separately. However, legally aided work which they undertake as agents of Walters & Plaskitt is managed by us.

The information in this document sets out details of your relationship with Walters & Plaskitt and by continuing to instruct us you accept the terms of engagement which are outlined in the paragraphs which follow. The purpose of the document is to inform you about the way in which we will conduct business with you, and we hope that the information will serve to clarify any concerns which you may have. However, if you have any concerns at all you should speak to the lawyer with whom you have been dealing who will provide you with any information which you may require. Each of our legal teams provides fact sheets to guide clients and to answer frequently asked questions.

For ease of reference the information contained in this form is set out in the following order:-

- 1.0 Introduction, Contents and Regulatory Information.
- 2.0 Responsibility for work.
- 3.0 Supervision.
- 4.0 Standards of work.
- 5.0 Confidentiality and Data Protection.
- 6.6 Equality and diversity.
- 7.0 Client Money, Fees and costs.
- 8.0 Barristers, Agents and Experts.
- 9.0 Limitation of Liability.
- 10.0 Financial Services
- 11.0 Complaints.
- 12.0 Money Laundering and terrorist financing.
- 13.0 Distance selling.
- 14.0 Termination of retainer.
- 15.0 Storage of files and documents.
- 16.0 Specialist areas of work.

## 2.0. RESPONSIBILITY FOR WORK

The lawyer with whom you have been dealing will usually be the person who will carry out the necessary work on your behalf. There may be occasions when he/she is not in the office or is not available. In these circumstances you may speak to his/her secretary who will be pleased to take a message and carry out whatever work is necessary as swiftly as possible.

Some members of staff (eg Lawyers from the Criminal Department and Family Department who are often in Court) may be harder to make contact with than other Lawyers whose workload is primarily office based. As a general rule it may be easier to contact them in the afternoon. You will be notified separately if the lawyer with whom you have been dealing works on a part time basis.

Occasionally, it may be necessary for another Lawyer with experience in the area of Law relevant to your matter to perform work on your behalf. In some fields (eg: criminal

law) work is carried out by a team of Lawyers who share responsibility for your case. However, we know that it is important for clients to feel that their case is being dealt with by a Lawyer who is familiar with their matter. We will always try, wherever possible, to ensure that your case is dealt with by the lawyer of your choice.

In some circumstances (eg: sickness cover or holiday arrangements) another member of staff may deal with your matter on a temporary basis before returning your file to the Lawyer who is responsible for your case.

Occasionally, work may be delegated to other members of staff (eg: where appropriate work may be carried out more efficiently by another member of staff or where advice is required from a member of staff with particular expertise). A full list of the lawyers within the Firm is set out in Section 16.0.

### 3.0. SUPERVISION

We are committed to providing you with an excellent level of service and we have made arrangements to appoint lawyers to supervise work which is carried out in each department. You may or may not have direct contact with a supervising lawyer, but we trust that you will be reassured that all of the work which is carried out is the subject of supervision from an experienced lawyer. Many of our lawyers are members of specialist Law Society Panels, membership of which requires them to undertake specialist training and to sit examinations where they must show considerable experience and expertise in their subject areas.

Our Partners divide office management and supervision between themselves. Details about the departmental supervision arrangements and the areas of work which are carried out at each office are set out in Section 16.0.

If you have a particular query which cannot be resolved by the lawyer with whom you have been dealing, please feel free to contact the supervising Partner.

From time-to-time issues may arise in areas of Law which require particular expertise or experience and if any issues arise which a lawyer within the Firm does not have sufficient expertise to deal with we may make a referral to an outside agency which is approved by the Firm after full consultation with you.

We hold contracts with the Legal Aid Agency to provide specialist representation in the fields of criminal law and family law. From time to time the files which we hold may be the subject of external quality assessment audits and auditors who are approved by the Legal Aid Agency, the Law Society and Solicitors Regulation Authority may have access to clients' files.

#### **4.0. STANDARDS OF WORK**

In order to ensure that your case is dealt with as efficiently as possible we set ourselves standards which every member of staff in our Firm endeavours to achieve. We believe that it is essential that you should receive details of all substantive correspondence, have telephone calls returned during the course of the same working day (if at all possible) and be informed of any developments in your case when they arise.

We believe that it is important to ensure that we clearly identify your objectives in relation to work which is being done and that we give a clear explanation of the issues involved and the options which are available. If there is anything which is not clear, please let us know.

We will try to ensure that we meet the following minimum standards: -

- We will update you by telephone or in writing with progress on your matter on a monthly basis.
- We will communicate with you in plain language.
- We will explain to you by telephone or in writing the legal work which is required as your matter progresses.
- We will update you on the costs of your matter at least every 6 months.
- We will update you on whether the likely outcomes still justify the likely costs and risks associated with your matter whenever there is a material change in circumstances.
- We will update you on the likely timescales for each stage of the matter and any important changes in those estimates.
- We will continue to review whether there are any alternative methods by which your matter can be funded.
- We will advise you of any changes in the law.
- We will 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.

In order to help us carry out our work please ensure that you provide us with clear, timely and accurate instructions and that you provide us with all documentation which we require and that you safeguard any documents which may be needed in the future.

#### **5.0. CONFIDENTIALITY AND DATA PROTECTION**

The staff at Walters & Plaskitt observe strict rules of confidentiality which are regulated by the Solicitors' Regulation Authority. All information which you give to us (and which is not already in the public domain) is treated as being confidential. It will not be communicated to any third party except in accordance with your instructions or where the Firm is required by Law to disclose the information to a third party.

In some cases, we may be acting on your behalf in a matter where other advisers (eg: Barristers, Agents, Financial Advisers, Accountants, your Bank or Building Society) are also acting and we will proceed to deal with such professionals on the basis that you have authorised us to disclose appropriate information to them unless you notify us to the contrary.

External firms or organisations may conduct audits or quality checks on our Practice. These external firms or organisations are required to maintain confidentiality in relation to your files.

Sometimes we ask other companies or people to do typing, photocopying and other work on our files to ensure that the work is done efficiently and promptly. We also employ firms to manage our computer network and systems and to destroy files. We will always seek a confidentiality agreement with these out-sourced providers. If you do not want your file to be out-sourced, please let us know as soon as possible.

We are registered with the Information Commissioner under the terms of the Data Protection Act 1998, the Data Protection Act 2018 and General Data Protection Regulations. As such, we will hold data on behalf of our clients. We will observe strict rules of confidentiality relating to the retention and processing of the data.

We acknowledge and will always seek to comply with the 8 data principles established by the Data Protection Act 1998 and revised in subsequent legislation and regulations, namely: -

- All data should be processed fairly and lawfully, and the data subject should know how and why data is being collected
- All data should be used only for the purposes for which it was collected
- All data should be only sufficient for the purpose for which it was collected
- All data should be accurate and up to date
- All data should be archived or securely deleted when it is no longer required
- All data should be able to be accessed by the data subject
- All data should be properly secured, reflecting its sensitivity
- All data should be retained within the European Economic Area

The data which we hold on behalf of our Clients includes personal data necessary for the provision of advice and legal services. It may also include sensitive personal data containing details about health, finance, sexual orientation, trade union membership, political affiliation and criminal activities.

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 the information is subject to your instructions, the Data Protection Act 2018, the General Data Protection Regulations and our duty of confidentiality in accordance with the rules of professional conduct set by the Solicitor Regulation Authority. 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 the Data Protection Act 2018 to the personal data that we hold about you.

We hold personal data in a variety of ways, both manually and electronically. Manual data (which may include printed electronic data) is held in Client files and documents. These are held within the offices of the firm. The firm maintains physical security with locks on entry points and burglar alarms. We do not permit Clients or other third parties to have unrestricted access to areas of the premises other than the reception area and interview rooms.

Electronic data is held on our networked IT infrastructure. The majority of the data is held on our file server. We use passwords, user controls and access rights to limit access to data. We backup our file server data every day. The data backup is held off site.

Some data is held on work terminals, laptops and mobile telephones. We use industry standard firewalls, anti-malware and antivirus software which is updated regularly. Laptops and mobile telephones are encrypted.

Our IT support provider undertakes a review of our IT infrastructure and data security on a regular basis.

When members of staff leave the firm, we take all reasonable steps to prevent continued access to our IT infrastructure and data and we require any data held on personal devices to be removed in order to prevent future access to it.

If we hold personal data relating to you, you may make a request to obtain details of the information which we hold. If you become aware of any inaccuracy in any personal data, we hold you have the right to have it rectified or removed. If you have any concerns, please contact Simon Leech who will arrange for your request to be addressed.

### 5.1 Our Data Protection Privacy Policy

We take data protection privacy seriously and we are committed to protecting the information which you provide to us in accordance with our professional obligations as Solicitors and in accordance with the provisions of the Data Protection Act 2018. This notice (which may change from time to time) outlines when and why we collect information concerning you and how the information is used and the circumstances under which it may be disclosed to others and how the information is kept secure.

We may collect and process information concerning you in a number of ways. For example, we may receive information concerning you from you, yourself, or from third parties. The information may include your contact details and information concerning your identity, finances, employment and health.

The information we receive may come from you or from third parties such as:-

- Law firms
- Accountants
- Professional advisors
- Barristers
- Experts
- Courts
- Financial Institutions
- Banks
- Building Societies
- Employers
- Regulatory bodies
- Police
- Medical staff

We may supplement personal information concerning you with information from publicly available sources such as information to confirm your identity or address.

Some of the information which we receive may include information which falls into the area of special category personal data. Such information includes details about the following concerning an individual:-

- Race
- Ethnic origin
- Political views
- Religious beliefs
- Trade Union membership
- Genetics
- Biometrics used for identification purposes
- Health
- Sex
- Sexual orientation

Some of the information which you provide to us will be provided through your direct interviews with us. Other information may be gathered automatically through your use of our website.

It is essential for you to provide evidence concerning your identity to enable us to comply with our legal obligations under the provisions of Anti-Money Laundering Regulations. If you do not provide us with sufficient information to enable us to establish your identity, we will not be able to act for you. We may obtain information about you from third parties in order to verify your identity. Checks with third parties may involve the disclosure of information by us to the third party. All of the information provided by you will be treated as confidential and will be retained securely and in accordance with the provisions of the Data Protection Act 2018.

In order to enable us to advise you fully and provide you with the legal representation which you require, we may process a range of personal information concerning you such as the following:-

- Special categories of personal data including your racial or ethnic origin, political opinions, religious or philosophical beliefs, Trade Union membership and activities, personal data relating to your health, sex life, sexual orientation or Criminal offences and records concerning genetic or biometric data concerning you.
- We may record telephone calls and interviews either for our records or for training purposes.
- We may obtain information relating to legal claims by you or against you.
- We may process information concerning your past, future and current employment.
- We may process information concerning your finances and banking arrangements.

- We may process and retain information concerning your personal contact details including your postal address, email address and correspondence.
- We may process and retain information concerning your formal identification details, passport, driving licence, social security, National Insurance number and other persona identification information.

The circumstances where we collect and use information concerning you arise in the following circumstances: -

- Where required by Law to enable us to process your personal data and the data of third parties in accordance with our Legal obligations under the standards and regulations set by the Solicitors Regulation Authority and the Criminal Procedure Rules, Family Procedure Rules and Civil Procedure Rules; the information will also be used to verify your identity in connection with Anti-Money Laundering and Criminal Financing Legislation and Regulations.
- Where you have provided consent, the firm will use and process your personal data to send you communications about events and services provided by the firm.
- Where it is necessary for us to perform a Contract with you and on your behalf, we may use and process your personal information which we already hold.
- Where we have a legitimate interest we may use and process your personal information where it is necessary for us to pursue our legitimate interests in matters such as:-
  - Carrying out checks to establish that there is no conflict of interests between you and another client.
  - For the prevention of fraud and other criminal activities.
  - To verify the accuracy of the data we hold in order to improve our business.
  - For security purposes to enable us to take steps to protect your personal data against loss, damage, theft or unauthorised access.
  - To assist in the management of enquiries, complaints or claims.
  - To assess and improve our service.
  - For the establishment, exercise or defence of our legal rights.

In extreme circumstances we may use information concerning an individual in order to take action to protect them.

In our work for you, we may be required to provide information to third parties who will use your information for the purposes of providing a service to us or directly to you. Such third parties may include other professionals involved in your case such as :-

- Law firms
- Accountants
- Counsel
- Expert Witnesses
- Medical Professionals

- Professional Advisors

Where we are engaged by a third party such as a Bank, Lender or Insurer in connection with your case, we may share information with such a third party about the progress of the case.

Any third party to whom we disclose information concerning you will be under an obligation to keep such information secure and not to use it for any purpose other than that for which it was disclosed unless you agree otherwise.

We may transfer your personal data if we are under a duty to disclose or share it in order to comply with a legal obligation, to detect or report a crime or to protect your vital interests or protect the rights, property or safety of our client(s).

All data which we collect is retained for no longer than required.

Applications for employment will ordinarily be retained for no longer than 12 months in the event that the applicant is unsuccessful.

Information concerning clients is retained on their files for a minimum period of 6 years in accordance with our legal and regulatory requirements.

In Conveyancing matters where we act on behalf of a Purchaser, the information is retained indefinitely.

In Conveyancing matters where we act on behalf of the Vendor, the information is retained for a minimum period of 12 years.

In cases where Wills are drafted and Trusts are prepared, the information will be retained indefinitely.

You have various rights in relation to the personal information which we hold on your behalf. If you wish to exercise your rights, we may ask you for personal information to confirm your identity. We will respond to you within 30 days of your request, or a date when we receive proof of your identity (if later).

Your rights may be summarised as follows:-

- You have the right to be informed about the collection and use of your personal data and information.
- You have the right to access and receive a copy of your personal data and other supplementary information. This is commonly referred to as a subject access request.
- You have the right to have inaccurate personal data and information rectified or completed if it is incomplete.
- You have the right to have personal data and information erased.
- You have the right to request the restriction or suppression of your personal data or information.
- You have the right to obtain and reuse your personal data and information for your own purposes across different services.
- You have the right to object to the processing of your personal data in certain circumstances.

Full details about your rights are outlined on the Information Commissioners Office website ([www.ico.org.uk](http://www.ico.org.uk)).

You have the right to ask for a copy of the information we hold about you. In certain circumstances we may not be able to provide you with a copy of the information, but we will explain why this is so.

You may withdraw your consent for us to hold and use your personal information at any time. We will make reasonable efforts to comply with your request subject to there being no continuing lawful basis for us to continue to process or hold your personal information.

You may ask us to make amendments to the information which we hold if the information is inaccurate or out of date. You may also ask us to restrict processing your personal information where you believe our processing is unlawful, or where you dispute its accuracy. We may only process your personal information while its processing is restricted if we have your consent or are legally permitted to do so, for example, for the purposes of storage or to protect the rights of another individual or in connection with legal proceedings.

You may ask us to send your personal information directly to another organisation and we will do so if it is technically possible. We may not provide you with a copy of your personal information in certain circumstances. If such circumstances arise, we will explain to you why we are unable to provide the information.

The UK General Data Protection Regulation has provisions on automated individual decision making and profiling. Automated individual decision making involves making a decision solely by automated means without any human involvement. Profiling involves the automated processing of personal data to evaluate certain things about an individual. We do not carry out any automated decision making or profiling activities.

We take security issues seriously and our security measures ensure that the information concerning you remains secure against accidental or unlawful destruction, loss, alteration or unauthorised access.

You have the right to complain to the Information Commissioners Office (ICO) if you are concerned about the way we have processed your personal information. Full details about your rights are outlined on the ICO Website ([www.ico.org.uk](http://www.ico.org.uk)).

#### 6.0. EQUALITY AND DIVERSITY

We are committed to promoting equality and diversity in all our dealings with our staff, fellow professionals, third parties and clients and we will not discriminate on the basis of race, colour, ethnic or national origins, sex, marital status, sexual orientation, disability, age, religion or any other factors. In particular, we will endeavour to ensure that clients who are suffering from a disability should have access to advice and assistance in a format which is best suited to enable them to receive such advice. If you have a particular concern and wish to receive correspondence or advice in a particular format, please let us know and we will do our best to assist you. Please contact us if you would like a copy of our equality and diversity policy.

We employ people from a wide variety of socio economic, cultural, educational and religious backgrounds. We conduct anonymous surveys of our staff regarding their diverse backgrounds in accordance with the requirements of the Solicitors Regulation

Authority and we make submissions of the required data to the Solicitors Regulation Authority. We adhere to the principles and rules which govern the conduct of Solicitors. Since our firm is small, it is not possible for us to publish the diversity data which we collect and submit to the Solicitors Regulation Authority without the risk of identifying individual members of staff and we choose not to publish the data.

## 7.0. CLIENT MONEY, FEES AND COSTS

### 7.1 Client money

Any money received on your behalf will be held in our client account. The firm holds all client money in a Bank or Building Society Account in accordance with the provisions of the Solicitors Act 1974 and the Solicitors Accounts Rules 2019 (which may be amended from time to time). Client money may be covered by the Financial Services Compensation Scheme if the client meets the criteria for cover. There is a limit of £85,000 per institution. However, if a client already holds money with the Bank or Building Society which the firm uses, the balance held on the client's individual account will count with the money held by the firm towards the limit. The firm may not be liable to repay funds held in the firm's client account should such funds be lost as a result of the failure of the Bank or Building Society where the funds have been deposited.

### 7.2 Interest

Money which the firm holds on your behalf will be held in the firm's General Client Account and interest will be added to your client funds prior to completion of your matter.

The rate of interest applied to funds held in the firm's General Client Account will be reviewed periodically to ensure that it is set at a fair and reasonable rate. The firm will calculate interest at the rate set by National Westminster Bank plc for the firm's client account and the interest rate may fluctuate from time to time. The period for which interest will be paid will normally run from the date when funds are received by us until the date when payment is made to you. However, interest will only be payable on sums held by the firm which exceed £1000 and if the interest due when calculated exceeds £50 over the life of your matter. This limit is to help us cover the administrative costs of calculating the interest and making payments to you.

The rate of interest payable in respect of the firm's National Westminster Bank plc, Client Account, may not be as high as you would be able to obtain if you were to place your funds on deposit, yourself.

If substantial client funds are going to be held by us for an extended period of time, we will discuss with you whether or not you wish us to place the funds into a designated deposit account where interest payments may be greater than would be payable in the firm's General Client Account. Sums placed into a designated deposit account may require specific periods of notice before the account may be closed or funds withdrawn from it. The placing of funds into a Designated Deposit Account may potentially lead to a delay in progressing a transaction.

If you wish, you may opt out of the arrangements which the firm has in place for the payment of interest. It will be necessary for you to notify us in writing if you wish to opt out of the firm's arrangements for the payment of interest.

### 7.3 Residual Balances on Client Account

After the completion of your transaction, there may be a residual balance of money held in the firm's Client Account. We will liaise with you regarding the return of the money which the firm holds. Payment of the money will either be made into your bank account directly or, if we do not have the details of your bank account, we will make payment by cheque addressed to you. If the cheque is not cashed, we will comply with the Solicitors Accounts Rules 2019 and make attempts to return the money to you. If the balance of funds is below £50 and we have made reasonable efforts to return the money to you, without success, we will consider making a payment to a charity. Any payment to a charity will be made on the basis that the charity will return the money if it is claimed by you at a later date.

#### 7.4 Basis of costs calculations

Details of the Firm's expected costs and disbursements are outlined in the accompanying letter and case fact sheet. We operate a time recording system to identify the amount of time spent on each client's case and each lawyer within the Firm records the work which he or she undertakes.

We regard time recording as a useful tool in contentious matters such as litigation, criminal cases and disputed family law cases. We also regard it as a useful tool in matters such as probate cases relating to the administration of an estate. All of the time which your lawyer will spend on your case will be recorded and will form the basis of the fees which we charge.

In some cases, we may use other factors to calculate the fees which we charge and these factors may include the complexity of the matter, the difficulty or novelty of the point of law which is raised, the urgency of dealing with the matter and any unusual features relating to the case. For example, if your instructions require us to work outside normal office hours in order to attend meetings etc we may charge a fee rate which is up to 50% above the charging rate which we would normally apply to such work.

The costs estimate which is provided in the accompanying letter and case fact sheet has been calculated upon the basis of the likely complexity of your case. On some occasions, however, a matter may involve far more work than was originally envisaged and it will be necessary to revise the estimate of costs which was originally given. If it becomes necessary to amend the original costs estimate, we will notify you and explain why. It is often very difficult to estimate exactly what fees and disbursements will be incurred and we therefore normally provide costs estimates with a range within which it is expected that the costs will be likely to fall. Please remember that a costs estimate is not a firm quotation and is simply a guide to the likely costs of the case. The costs estimate will be revised as the case progresses.

From time to time the Firm may amend the charging rate which is applicable in any particular case. We will make you aware of any changes to charging rates as and when they arise.

#### 7.5 Disbursements and VAT

The costs of a case may be broken down into the fees which we charge together with disbursements (payments to third parties). VAT is added to our fees and VAT may also be added to some disbursements. The nature of the disbursements which may be incurred depends upon the sort of case which is involved. In Court cases disbursements may include the fees of Barristers or expert witnesses and Court fees. Conveyancing cases may involve disbursements such as search fees or Land

Registry fees. Details about disbursements which are likely to be incurred in your particular case will be outlined to you.

The rate of VAT which is payable may change from time to time and the precise amount of disbursements which are to be incurred may also change from time to time. You will need to bear in mind that any costs estimate which we give to you may need to be varied to take into account changes in the rate of VAT which is payable and changes in the amount of any disbursements which are payable.

#### 7.6 Funding arrangements

We will always carry out a check in order to establish whether or not you will be eligible to receive Legal Aid funding in respect of your case. Legal Aid is not available in some categories of case, but different forms of funding may be available. Some insurance policies (e.g.: household insurance and motoring insurance policies) may provide cover for legal expenses and you should check your own insurance policy to see whether or not it may cover your legal fees. Membership of a Trade Union may also allow for the payment of legal costs and if you are a member of a Trade Union you should check the terms of your membership to see whether or not legal expenses may be covered.

If you are not Legally Aided, you will be responsible for the payment of all fees incurred in dealing with your case regardless of whether another individual also becomes responsible for the payment of your costs. In some Court cases the losing party may be required to pay the legal costs of the winning party. If you win your case and the losing party is required to pay your legal costs but fails to do so you will still have to meet your costs. If a Court Order for costs is made in your case it may not cover all of the costs which are incurred, and you will be responsible for meeting the shortfall.

#### 7.7. Costs of other parties

In certain circumstances, clients may find themselves becoming liable to pay the costs of their opponents. These cases are usually confined to civil disputes and family law cases. Liability to pay the costs of another party may also arise in some Landlord and Tenant cases. You will need to be aware of the fact that you may be responsible for the payment of the costs of third parties in addition to your own legal costs.

In most Court cases the losing party is required to pay the costs of the winning party in order to avoid a scenario where the winning party finds himself out of pocket. If you are unsuccessful in bringing or defending your claim, you may find yourself having to pay the legal costs of your opponent as well as your own legal costs. It may be possible to obtain insurance cover in respect of the risks of paying the legal costs of your opponent or your own legal costs. In criminal court cases a defendant who is convicted of an offence may be required to pay a contribution towards the costs of the prosecuting authority.

#### 7.8. Payments on account and interim payments

In appropriate circumstances we may ask you to make payments in advance for anticipated costs and disbursements. In Court cases such disbursements could include the fees of a Barrister, Process Server or expert witness as well as Court fees. In conveyancing cases disbursements may include search fees or registration fees.

As your case progresses, we may deliver interim bills for costs, expenses and disbursements. We reserve the right to ask for payments to be made on account of costs which are incurred and the right to prepare bills on an interim basis. Any

payments which you make will be included in the calculation of costs and disbursements at the conclusion of your case.

If payments on account of costs are not made following a request, we may assume the right to cease performing any further work on your behalf. In all cases where a client has outstanding costs the Firm will exercise a lien for such unpaid costs, and we may refuse to release your file or other documents which we hold until any outstanding fees, disbursements or associated costs are paid in full.

In cases where a costs estimate has been given in respect of the likely fees and disbursements for a transaction (eg: a Conveyancing case) and the transaction does not proceed but work has been performed by the Firm, we will normally charge a fee which reflects the work which has been undertaken by us (plus VAT and disbursements which have been incurred).

We reserve the right to charge interest on any unpaid bills at the rate equivalent to the rate which is payable on judgment debts calculated from one month after the date of receipt of the bill and in accordance with the provisions of Article 5 of the Solicitors' (Non-Contentious Business) Remuneration Order 2009.

#### 7.9. Methods of payment

We are happy to receive payment by cheque, credit card or debit card. We are also happy for Clients to set up a direct debit or standing order payment arrangement towards the ongoing costs of their case.

#### 8.0. BARRISTERS AGENTS AND EXPERT WITNESSES

Depending on the nature of the case, we may instruct experts or specialists to prepare reports or provide specialist assistance. We may instruct a barrister to represent a client at a Court Hearing or to provide expert advice upon a particular legal field. We may instruct an expert witness to provide a detailed report for use in the course of a case (eg: a specialist medical report or engineering report). We may also instruct other Solicitors to act as our agents at a Court Hearing if we are unable to attend. This often happens in respect of relatively short, straight forward Hearings at locations which are some distance from our offices and where it would be more cost effective and economical for us to instruct an Agent to act on our behalf rather than for us to attend.

We keep a directory of barristers, expert witnesses, specialists and agents who have provided assistance in the past and we often instruct such individuals because of the quality of assistance which they have provided on previous occasions. If you wish to instruct a particular expert or barrister who has not previously been instructed by us, we will be happy to take into account your wishes and will discuss the matter fully with you. Experts, agents, specialists and barristers who provide assistance to clients charge fees for the work which is carried out by them. These are disbursements which the Firm will incur on behalf of clients and will be payable as either a Legal Aid disbursement or a disbursement payable by a privately paying client. In the case of privately funded work any fees of such experts, barristers or agents are billed as they are incurred and are payable immediately.

Occasionally, difficulties arise in Court cases where a barrister is unable to attend a particular Hearing even though he or she has been booked to attend. Such difficulties might occur, for example, where a barrister has another case which has overrun and is still continuing. If such circumstances arise, we will do everything possible to arrange for another barrister of equal experience to be made available. We appreciate that such

a difficulty might come as an unpleasant surprise to a client, and we will do everything possible to try to prevent the situation from occurring.

#### 9.0. LIMITATION OF LIABILITY

By instructing Walters & Plaskitt you agree that the maximum liability of the Firm in relation to breach of contract, tort, breach of fiduciary duty or otherwise will be limited to £2,000,000 in relation to any one matter or series of matters. Such liability may not be increased by any limitation, exclusion or restriction of liability which you may have agreed with any other adviser or by your decision not to pursue a claim against any other adviser or by your inability to recover compensation from any other adviser. You also agree that the liability of Walters & Plaskitt is limited to the loss suffered which is proportionate to the responsibility of Walters & Plaskitt, taking into account the responsibility of any third party and any contributory negligence on your part. In particular, we will not be liable for any loss, liability, costs or expenses which arise from the negligence or default of any third party (e.g.: a barrister, expert or agent) we may instruct on your behalf. Furthermore, we will not be liable for any consequential, special, indirect or exemplary damages, costs or losses, or any damages, costs or losses attributable to lost profits or opportunities.

We do not give advice upon the laws of any jurisdiction outside England and Wales. We do not give advice upon financial planning or accounting. We do not give advice upon tax issues with the exception of stamp duty and inheritance tax. We do not give advice upon planning permission issues in property transactions. You must obtain specialist advice from appropriately qualified professionals in respect of all business, commercial, accounting, taxation, financial, environmental, planning and insurance matters associated with your instructions to us.

The limitations on our liability will not apply in relation to any fraud or reckless disregard of professional obligations by Walters & Plaskitt or if the limitations are prohibited by the provisions of the Solicitors Act 1974 or any subsequent legislation. Furthermore, Walters & Plaskitt will not seek to limit or exclude any liability for death or personal injury due to negligence by the Firm.

We comply with the provisions of the Solicitors' Accounts Rules regarding the placing of money belonging to clients in appropriately designated bank accounts. If a bank collapses, we will not be liable to repay money lost through a banking failure and will not accept any liability caused by a banking collapse or economic circumstances beyond our control.

#### 10.0. FINANCIAL SERVICES

Sometimes conveyancing / family / probate / company work involves investments. We are not authorised by the Financial Services 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 which 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 the Financial Services and Markets Act 2000.

The Solicitors Regulation Authority is the independent regulatory arm of the Law Society. The Legal Ombudsman is the independent Complaints Commissioner who deals with complaints against solicitors. The Legal Ombudsman may be contacted at

P.O. Box 6167 Slough SL1 0EH, (telephone 0300 555 0333), website [www.legalombudsman.org.uk](http://www.legalombudsman.org.uk), email — [enquiries@legalombudsman.org.uk](mailto:enquiries@legalombudsman.org.uk). If you are unhappy with any investment advice you receive from us, you should raise your concerns with either of those bodies.

We are not authorised by the Financial Services Authority. However, we are included on the register maintained by the Financial Services Authority so that we may 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 Services Authority website at [www.fsa.gov.uk/register](http://www.fsa.gov.uk/register).

The Law Society of England and Wales is a designated professional body for the purposes of the Financial Services and Markets Act 2000. The Solicitors Regulation Authority is the independent regulatory arm of the Law Society. The Legal Ombudsman deals with complaints against lawyers and if you are unhappy with any insurance advice you receive from us you should raise your concerns with either of those bodies.

#### 11.0. COMPLAINTS

We are committed to providing high quality legal advice and client care and we endeavour to deal with matters as efficiently as possible. However, we recognise that from time-to-time difficulties may arise in individual cases. We will do our utmost to rectify any problems which may arise but if you have any concerns relating to the standard of advice and representation which you receive which cannot be resolved by speaking to the lawyer responsible for your case, please direct your concerns to the relevant supervising Partner. If you still have outstanding concerns, please refer the matter to Simon Leech who is a Partner based at the Smallthorne Office (telephone 01782 830038). We have a written complaints resolution policy which we will be happy to supply to you on request. We have 8 weeks to consider your complaint. If we have not resolved, it within this time you may complain to the Legal Ombudsman. If you are not satisfied with our handling of your complaint, you may ask the Legal Ombudsman to consider the complaint. The Legal Ombudsman may be contacted at P.O. Box 6167 Slough SL1 0EH, (telephone 0300 555 0333), website [www.legalombudsman.org.uk](http://www.legalombudsman.org.uk), email — [enquiries@legalombudsman.org.uk](mailto:enquiries@legalombudsman.org.uk). Normally, you will need to bring a complaint to the Legal Ombudsman within 6 months of receiving a final written response from us about your complaint or within 1 year of the act or omission about which you are complaining occurring (or, if outside this period, within 1 year of when you should reasonably have known that there was a cause for a complaint).

If you have a concern regarding a bill of costs you have the right to make a complaint to us regarding the bill. If you are not satisfied with our handling of your complaint, you may ask the Legal Ombudsman to consider the matter or apply to the Court for assessment of the bill under the provisions of the Solicitors Act 1974.

If your complaint relates to our conduct rather than the services provided, you may wish to raise your concerns with the Solicitors Regulation Authority (SRA). Complaints regarding conduct include matters such as dishonesty, misconduct, taking or losing money, discrimination (on the grounds of age, disability or another characteristic) or breach of a principle of the Solicitors Regulation Authority's Code of Conduct.

The Solicitors Regulation Authority can be contacted as follows:-

Address : The Cube, 199 Wharfside Street, Birmingham B1 1RN

## 12.0. MONEY LAUNDERING

The U.K. is a major international financial and legal centre with a strong reputation for honesty and integrity. Unfortunately, that is why financial and professional businesses like Banks and Solicitors' firms are attractive to money launderers — criminals who sometimes try to hide stolen money by turning it into legitimate income.

During recent years the Government has introduced a number of regulations which are designed to combat the threat of money laundering. As a result, all financial institutions and professional companies dealing with investments and financial transactions are required to observe strict procedures relating to the acceptance of instructions and the reporting of any transactions where money laundering or associated criminal activities are suspected.

The Government has introduced measures: -

- To make it more difficult for criminals to make and keep money from their crimes.
- To confiscate the proceeds of crime.

For this reason, there are compulsory identification checks which solicitors have to make of their clients. Being asked for identification does not mean you are under suspicion. The new identification requirements apply to all clients when they are asking their solicitors to conduct certain types of cases.

### 12.1. Proof of identity and address

The Firm will require all new clients who are involved in conveyancing matters, probate matters or financial transactions to provide evidence of their identity and address. Such evidence could include the following: -

- Current signed passport.
- Photo card driving licence.
- Current Benefits Agency (Job Centre Plus or The Pension Service) benefit book or original notification letter from the Benefits Agency confirming right to benefits.
- Current Inland Revenue Tax Code notification or Inland Revenue documentation.
- Current residence permit (issued by The Home Office to E.U. Nationals).
- Current E.U. Member State Identity Card.
- Current blue disabled drivers pass.
- Recent Bank / Building Society statements showing current address.
- Recent Council Tax demand.
- Current Local Council rent card or tenancy agreement.
- Recent utility bill (e.g.: gas, water, electricity or landline telephone bill).
- Recent mortgage statement.

Banks and Building Societies have had to check the identity of their customers for some time. Now solicitors have to. This means you will have to show us or someone acting on our behalf the originals of at least two of the documents described above. The best documents are those that are issued by an official authority, cannot be easily

forged and include a photograph. We will require all new clients who are involved in conveyancing or a privately funded transaction to provide verification of their identity and address by submitting to us at least two of the above documents.

In order to comply with the Law on money laundering, we need to obtain evidence of your identity and address as soon as practicable. We should be grateful, therefore, if you would provide us with documents to verify your identity and address as set out above at the earliest possible opportunity. We may make enquiries of electronic databases and credit reference agencies as part of the process to establish your identity.

Please do not worry if you are unable to provide any of the standard documents. For example, we realise that you may not have a passport or driving licence, or any bills or statements addressed to you because accounts may be held in someone else's name. There may be other documents which are considered acceptable so if you are in any difficulties, please just notify us of your situation and we will advise you accordingly.

## 12.2. 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 in respect of money laundering.

It is necessary for us to warn all clients that we are bound by the provisions of the Proceeds of Crime Act 2002 and subsequent legislation in respect of money laundering and any other associated criminal activity. The 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), previously The Serious and Organised Crime Agency (SOCA). Where a Solicitor knows or suspects that a transaction on behalf of a client involves money laundering (or any other associated criminal activity), the Solicitor is required to make a money laundering disclosure. Effectively, this means that if we find out (or have concerns) in the process of your case that you or other people are benefiting from illegal funds, we have no alternative but to report the matter to the NCA. This duty overrides our duty of confidentiality to our clients. If we make a money laundering disclosure to NCA we are not allowed to inform you that a disclosure has been made or the reasons for it. All financial institutions and professional firms which make reports to NCA are specifically prevented from notifying their clients that they have made such reports. In many cases the reports are made to NCA because of the behaviour of other parties in a transaction or case and not because of the behaviour of the immediate client.

In the event that a lawyer from the Firm has suspicions that money laundering (or any associated criminal activity) is taking place during the course of a transaction or case, we will comply with all legislative requirements. If appropriate, we will notify NCA about the details of the case and, if necessary, the Firm may have to observe a moratorium which will prevent us from progressing the case for a period of up to 31 days while NCA investigates the case.

Clients need to be aware of the fact that even though their behaviour is entirely honest and legal it could trigger a report to NCA. For example, a cash payment of a substantial deposit on a house purchase might trigger the provisions. In order to avoid any delay or inconvenience it will always be easier to make substantial payments with money which has already been processed through a Bank (eg: payment by cheque).

Please bear in mind that we may ask you to provide information about how a case or transaction is being funded and we may require evidence of the identity of any third party who is providing the necessary funding. Please also bear in mind that we may ask you to provide at least two weeks' notice of details of the source of any funding before any transaction is able to proceed to completion. If you do not provide all of the information which may be required by us or if the source of the funding changes, there may be a delay in completion, or we may find ourselves having to decline to act further on your behalf. We will not be liable for any loss or inconvenience which is caused to you or to any third party as a result of observing the legislative requirements relating to money laundering.

### 12.3. Cash

Our Firm's policy is to accept cash payments up to £500.00 subject to the requirement that we satisfy ourselves as to the provenance of the cash. If clients circumvent this policy by depositing cash directly with our Bank, we reserve the right to charge for any additional checks we deem necessary regarding the source of the funds. Where we have to pay money, it will be paid by cheque or bank transfer. It will not be paid in cash or to a third party.

### 13.0. DISTANCE SELLING

In some cases, clients may not actually have any direct contact with the Lawyer from the Firm who acts on their behalf. In cases where we have not met you the Consumer Protection (Distance Selling) Regulations 2000 will apply to your file. This means you will have the right to cancel your instructions to us within 7 working days of receiving this letter. You may cancel your instructions by contacting us by post or by fax. Once we have started work on your file, you may be charged if you then cancel your instructions. If you would like us to commence work on your file within the next 7 days, please:

- Sign the Terms and Conditions form.
- Return it to this Office by post or fax.

If you require further information on distance selling requirements, please access the Office of Fair-Trading website: - [www.oft.gov.uk](http://www.oft.gov.uk).

### 14.0. TERMINATION

You may end your instructions to us in writing at any time, but we may 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 (eg: 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 must pay our charges up until that point. These are calculated on an hourly basis plus expenses and disbursements or by a proportion of the agreed fee as set out in these terms and conditions and the accompanying fact sheets and documents.

### 15.0. STORAGE OF DOCUMENTS

After completing all necessary work required in your case, we will be entitled to keep all of your papers and documents while there is still money owed to us for fees and expenses.

We will keep our file of your papers for a minimum of 6 years except for those papers which you ask to be returned to you. We keep files on the understanding that we may destroy them in due course. We will not destroy documents you ask us to deposit in safe custody.

We will be happy to store Deeds, Wills and other documents in safe custody for a single payment of £30 plus VAT.

If we take files, papers or documents out of storage on your behalf, we will normally charge £30 plus VAT for such retrieval, together with any costs associated with:

- Time spent producing stored papers that are requested.
- Reading, correspondence or other work necessary to comply with your instructions in relation to the retrieved papers.

#### 16.0. SPECIALIST AREAS OF WORK

Listed below are details of the lawyers who work for the Firm (including self-employed consultant Solicitors and self-employed police station representatives who work on behalf of the Firm) together with details of their date of admission as a Solicitor and their areas of specialism. Many lawyers are prepared to provide initial advice and assistance on legal subjects outside their main specialism but except in the most straight forward cases they will usually refer a matter to a specialist lawyer. Many lawyers within the Firm are members of Law Society Accreditation Panels, membership of which is restricted to individuals who are able to demonstrate considerable experience, expertise and competence. Lawyers from the Firm are presently members of the following Specialist Accreditation Panels: -

- Children Panel Accreditation Scheme (1)
- Criminal Litigation Accreditation Scheme (2)
- Family Law Accreditation Scheme (3)
- Family Law Accreditation Scheme (Advanced) (4)
- Higher Courts Rights of Audience (Criminal Law) (5)
- Higher Courts Rights of Audience (Civil Law) (6)

BURSLEM OFFICE:-  
Telephone : 01782 819611

SUPERVISING PARTNERS: MIKE PLASKITT & STEVE VASEY

NAME	ROLE	PRINCIPAL CASELOAD
Mike Plaskitt	Partner 1978 (2)	Criminal Law
Stephen Vasey	Partner 1993 (2)	Criminal Law, Conveyancing, Wills & Probate
Arif Hussain	Solicitor 2005 (2) (5)	Criminal Law
Samiya Hashmi	Solicitor 2016	Conveyancing and Immigration
Laura Smith	Police Station Representative	Criminal Law
Carole Skilton	Police Station Representative	Criminal Law
Karima Somaní	Police Station Representative	Criminal Law
Kate Roberts	Police Station Representative	Criminal Law
Nick Walsh	Police Station Representative	Criminal Law
Julie Hissey	Probate Manager	Wills & Probate
Emma Wiseman	Solicitor 2005 (2)	Criminal Law
Colin Drew	Solicitor 1972 (2) (5)	Criminal Law
Steven Park	Solicitor 1983 (2)	Conveyancing and Immigration
Samantha Purcell	Paralegal	Conveyancing and Wills & Probate
Gabby Astle	Paralegal	Conveyancing and Criminal Law

SMALLTHORNE OFFICE:  
Telephone: 01782 830038

SUPERVISING PARTNER: SIMON LEECH

NAME	ROLE	PRINCIPAL CASELOAD
Simon Leech	Partner 1990 (2) (5)	Criminal Law
Lesley Bowen	Solicitor 1989 (4)	Family Law
Christina Moll	Solicitor 1990	Family Law

R GOVIER SOLICITORS  
Telephone : 01543 469919

David Ellis	Solicitor 1997 (2)	Criminal Law
Christopher Stapleton	Solicitor 2008 (2)	Criminal Law
Kirsty Bywater	Solicitor 2022	Criminal Law

**Criminal Defence Team Emergency Pager  
Number 07623 514650**