

## **Standard Terms of Business Rundlewalker Solicitors**

### **Contents**

Page 1 - Contents

Page 2 – Definitions, Your Obligations and Acknowledgements, Service Levels and Exclusions and Limitations of Liability

Page 3 – Conflicts of Interest, Your Responsibilities to Other Parties, Interest on Litigation Costs and Disbursements, Interests on Clients Money and Fees Payments and billing.

Page 4 – Financial Services, Anti- Money Laundering Precautions, Document and File Storage.

Page 5 – Data Protection, Confidentiality and Freedom of Information, Electronic Communications, Consumer Regulations, Law and Jurisdiction, Equality and Diversity, Complaints and Termination

Page 6 – Future Instructions

Pages 7 to 8 – Schedule and right to cancel

## 1. Definitions

### 1.1 In these Terms:

**Client retainer Letter:** the Client retainer letter sent by us to you detailing the work we will carry out for you, the proposed timetable, the fee earner responsible, our fees and the limitation on our liability.

**Service Levels:** the service levels (if any) set out in the Client retainer letter or these Terms.

**SRA:** means the Solicitors Regulation Authority.

**Work:** the work to be undertaken by us as set out in the Client Retainer Letter.

**us, our, we:** means Dudman Shaw Limited, a limited liability company registered in England & Wales under Registration Number 5094816. Our registered office is at King's Wharf, The Quay, Exeter, EX2 4AN. We trade under the name Rundle Walker and Rundlewalker Solicitors.

**Director:** a director of Dudman Shaw Limited or an employee or consultant with equivalent standing or qualification.

### 1.2 Words defined in the Client Retainer Letter will have the same meaning as set out in these Terms.

### 1.3 In the event of any conflict between these Terms and the Client Retainer Letter, then the Client Retainer Letter shall prevail.

## 2. Your Obligations and Acknowledgement

### 2.1 You will:

- a. give us clear instructions;
- b. deal with all queries in a prompt and courteous manner;
- c. notify us of any issues, which you are aware of which may impact on our ability to carry out the Work;
- d. promptly let us have all applicable correspondence, documents and deeds;
- e. notify us immediately if you become aware of any conflict of interest or other reason, which you believe will restrict or prevent us from acting for you;
- f. notify us immediately of any change in your details including your address or any other information about you.

### 2.2 If you are a company, we shall be entitled to assume that these Terms have been brought to the attention of and have been accepted by all directors and authorised officers of the company.

### 2.3 You acknowledge that:

- a. We shall not be responsible for failure to advise or comment on any matter, which falls outside the scope of the work as described in the Client

Retainer Letter.

- b. Our legal services and advice provided pursuant to these Terms of Business are for your benefit only and cannot be used or relied upon for any other purpose or by any other person other than you without our prior written agreement.

## 3. Service Levels

- 3.1 We will carry out the Work in a prompt and professional manner and in accordance with the service levels below.

- 3.2 Our office hours are from 9.00 am - 5.15pm, Monday to Friday.

- 3.3 We will update you with progress on your matter as described in the Client Retainer Letter.

- 3.3 We will communicate with you in plain language.

- 3.4 We will explain to you the legal work required as your matter progresses.

- 3.5 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.

- 3.6 We will continue to review whether there are alternative methods by which your matter can be funded.

- 3.7 We will update you on the likely timescales for each stage of this matter and any important changes in those estimates.

- 3.8 We will inform you if any unforeseen additional work becomes necessary (for example, if your requirements or the circumstances significantly change). We will also inform you of its estimated cost in writing before any material extra charges and expenses are incurred.

- 3.9 We will advise you of any changes in the law applicable to and during the Work.

## 4. Exclusions and Limitations of Liability

- 4.1 Dudman Shaw Limited maintains professional indemnity insurance cover in accordance with rules of the Solicitors Regulation Authority. Cover is worldwide. Cover is provided by HDI Global Specialty SE c/o Lockton Companies LLP, The St Botolph Building, 138 Houndsditch, London EC3A 7AG.

- 4.2 Unless specifically listed under the heading "The Work" or otherwise agreed between us in writing, we are not responsible for reminding you of key dates or other time sensitive actions.

- 4.3 We are not advising on trading, marketability, commercial viability, valuation, investment issues (nor, unless otherwise expressly agreed, tax or pensions issues) nor on any law other than English law nor on any aspect other than as set out in this Client Retainer Letter. For the "Excluded Work" you will be relying on the advice of your accountants and other advisers, as you consider appropriate.

- 4.4 We shall not be liable in any way for failure or delay in completing the Work if this is due to causes beyond our reasonable control.
- 4.5 Where the Work involves us dealing with third parties for whom we are not acting, we do not accept any liability for such third parties.
- 4.6 Our liability to you for a breach of your instructions shall be limited to £3m, unless we expressly state any other amount in the letter accompanying these terms of business. 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.
- 4.7 We can only limit our liability to the extent that the law allows.
- 4.8 Where other advisers or third parties are involved, the extent to which any loss or damage will be recoverable by you from us, will in addition, and without prejudice to clause 4.6, be limited so as to be in proportion to our contribution to the overall fault for such loss or damage, or as agreed in advance with those other parties. Further, if our ability to claim a contribution from a third party is prejudiced by any limitation of liability agreed by you with that third party, we will not be liable to you for any amount that we would have been able to recover from that third party but for that limitation of liability.
- 4.9 We accept no liability or responsibility for the acts or omissions of any experts, consultants, foreign lawyers or other third parties instructed on your behalf.
- 4.10 All correspondence and other communication sent to you in the performance of our services, whether signed by a Director, consultant or employee, shall for all purposes be assumed to have been sent on behalf of the firm. You agree that any liability arising out of or related to these terms of business, or otherwise arising out of, or related to, the services provided by the firm to you shall be the liability of the firm and not of a member, director, employee or consultant of the firm. You also agree that you will not bring any claim arising out of this retainer against any individual member or employee of the firm.
- 4.11 The above limitations do not limit and/or exclude our liability for death or personal injury due to our negligence; liability for negligence in respect of a contentious business agreement; liability for our fraud or reckless disregard of professional obligations and/or any other liability or ours which it is not permitted to limit and/or exclude as a matter of applicable law.
- 4.12 The above provisions are considered to be reasonable. However, should the Court consider for whatever reason that any of the above provisions are not binding, the other provisions will still apply. Please ask if you would like us to explain any of the above terms.
- 5. Conflicts of Interest**
- 5.1 In the event that a conflict of interest arises in the future we will inform you as soon as possible.
- 5.2 You accept that if a conflict does arise we may have to cease acting for you or we may require you or any other party involved to take independent advice.
- 6. Your responsibility for other parties**
- You shall be solely responsible for the Work and fees of any third party engaged by you to participate in this matter regardless of whether such third party was introduced to you by us.
- 7. Interest on litigation costs and disbursements**
- We reserve the right to retain any interest received where costs have been incurred by us and payment on account and/or invoices have not been made.
- 8. Interest on clients' money**
- We do not pay interest on any money received on your behalf and held in our Client Account.
- 9. Fees, Payment and Billing**
- 9.1 Our fees are calculated on the basis of time incurred. Time spent can include advising, client or client-related meetings, document preparation, correspondence, research, telephone calls, travelling and quality compliance. We may also charge you for the cost of the checks that we are required to make to comply with Money Laundering Regulations.
- 9.2 We review our charge out rates periodically. If there is any increase we will notify you in advance.
- 9.3 All fees and expenses are subject to any applicable VAT.
- 9.4 We are entitled to settle your invoice from monies held by us on your behalf and/or to retain all your files and documents until all our invoices have been settled (this is referred to as a "lien").
- 9.5 We reserve the right to invoice you as and when we feel applicable. Invoices are payable immediately upon receipt. Where funds are available we will deduct the disbursements and our charges from those funds. In certain circumstances, e.g. property transactions, settlement of our invoice is due upon completion. If you have a query about any invoice, please contact us immediately.
- 9.6 We may charge you interest on any overdue invoices at 8%.
- 9.7 We may charge you an administration fee of £50 plus VAT and our legal costs on an indemnity basis for any overdue invoices that are referred to our Debt Recovery Department.
- 9.8 You are under an obligation to advise us of any change of address. Your failure to do so will result in a Tracing Agent being instructed. You will be liable for all of our costs expenses and fees incurred as a result of such action.

9.9 You have the right to object to any bill and have the right to apply for an assessment of the bill pursuant to Part III of the Solicitors Act 1974.

**10. Financial Services**

10.1 We are not authorised by the Financial Conduct Authority (**FCA**). However, we are included on the register maintained by the FCA so that we can carry on insurance mediation activity, which is broadly the advising on, selling and administration of insurance contracts. This part of our business, including arrangements for complaints or redress if something goes wrong, is regulated by the SRA. The register can be accessed via the FCA website at [www.fca.org.uk/register](http://www.fca.org.uk/register).

10.2 Sometimes conveyancing, family, probate, or company work involves investments. We are not authorised by the FSA and so may refer you to someone who is authorised to provide any necessary advice. However, we can provide certain limited services in relation to investments, provided they are closely linked with the legal services we are providing to you.

10.3 The Law Society of England and Wales is a designated professional body for the purposes of the Financial Services and Markets Act 2000. The SRA is the independent regulatory arm of the Law Society. The Legal Ombudsman is the independent complaints-handling arm of the Law Society. If you are unhappy with any insurance or investment advice you receive from us and if we have been unable to resolve the problem between ourselves, you should raise your concerns with either of those bodies.

10.4 We are not contractually obliged to conduct insurance mediation activities with only one or more insurance undertakings.

10.5 You are entitled to request at anytime details of the insurance undertakings with which we conduct business and upon request this information will be made available.

**11. Residual balance of client’s money**

At the conclusion of a matter and in situations where there is a residual balance, we will use our best endeavours to contact you to arrange to return these monies to you. If we were unable to contact you, any residual balance of less than £100 will be paid to charity in accordance with the SRA Rules.

**12 Anti-Money Laundering Precautions**

12.1 The law requires solicitors to get satisfactory evidence of the identity of their clients and sometimes people related to them. This is because solicitors who deal with money and property on behalf of their clients can be used by criminals wanting to launder money.

12.2 To comply with the law, we need to get evidence of your identity as soon as possible. This may be necessary even though we have acted for you

before, or even if you are known personally to a member of staff. We will need from you certified copies of standard identification documents or originals (unless you have already provided these) such as your passport, plus one or more documents to establish your address, such as recent utility bills, council tax statements, or bank statements. If you cannot provide us with specific identification please contact us to discuss.

12.3 We are professionally and legally obliged to keep your affairs confidential. However, solicitors may be required by statute to make a disclosure to the National Crime Agency where they know or suspect that a transaction may involve money laundering or terrorist financing. If we make a disclosure in relation to your matter, we may not be able to tell you that a disclosure has been made. We may have to stop working on your matter for a period of time and may not be able to tell you why.

**13. Document and File Storage**

13.1 All deeds and wills are usually, when not required for the conduct of your matter, stored in our strong rooms or other safe storage.

13.2 Following completion of your matter we keep your files for at least the minimum periods below:

Type of matter	Years of storage
Will Files	Indefinitely
Conveyancing acting for a Purchaser	<b>12</b>
Conveyancing acting for the Vendor who retains part of his title, on sale	
Company formation or similar matter	
Conveyancing acting for the Vendor in the sale of the whole of its title	<b>6</b>
Commercial Litigation	
Personal Injury Litigation	
Probate	
Crime, childcare and Matrimonial files.	
FCA records	<b>3</b>

**For more information please see our retention policy which is available on request.**

13.3 **Conveyancing purchase files** – If you have a mortgage your lender will require a copy of the Land Registry title information, which is produced following Registration (Title Deeds). However, all other important documentation, such as searches, planning consents and guarantees will not be accepted by them and will be returned to you for your safekeeping.

Please note, these documents may be required if you chose to sell the property.

- 13.4 Our files at the end of the period listed above will be destroyed.
- 13.5 Notwithstanding the above, we reserve the right to hold all correspondence (other than the Title Deeds and signed agreements) in electronic form only. We may destroy any paper copies of such correspondence.

#### 14. Data Protection

- 14.1 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 and legal and regulatory compliance.
- 14.2 Our use of that information is subject to your instructions and in accordance with European Union Data Protection Law (in particular the General Data Protection Regulation 2018 'GDPR'), the Data Protection Act 2018 and our duty of confidentiality.
- 14.3 You have a right of access under data protection legislation to the personal data that we hold about you. Your rights are set out in the Privacy Notice referred to below.
- 14.4 The Privacy Notice can be found on the website at [www.rundlewalker.com](http://www.rundlewalker.com). This Notice sets out how we manage and process your personal information and your rights. If you require a hard copy of the notice for review please contact the Data Protection Officer (DPO), Roger Henderson at [roger.henderson@rundlewalker.com](mailto:roger.henderson@rundlewalker.com). Please take a moment to read the notice.

#### 15. Confidentiality and Freedom of Information

- 15.1 You agree that the information provided in the Client Retainer Letter is to be treated as confidential and must not be disclosed to any third party without our consent. Save that we may disclose the information to your other professional advisers involved in the Work; or in accordance with any legal requirement.
- 15.2 Dudman Shaw Limited is subject to audit and quality checks by external firms or organisations. These external firms or organisations are required to maintain confidentiality in relation to your files.
- 15.3.1 From time to time we will outsource typing, photocopying and IT support and maintenance on our files to ensure that they are dealt with in a more timely manner. We will always gain a confidentiality and Data Protection agreement with the outsourced service provider. Should you not want your file to be outsourced please tell us as soon as possible.

#### 16. Electronic Communications

While we will take reasonable steps to safeguard the security and confidentiality of the information transmitted, you acknowledge that we cannot guarantee its security and confidentiality. We

accept no liability for any loss or damage caused by any viruses, worms, trojan horses, or other unauthorised code contained in e-mails and/or attachments emanating from or relayed by us.

#### 17. Consumer Regulations

- 17.1 Under the Consumer Contracts Regulations 2013 ("the Regulations"), You generally have the right to cancel those instructions without any cost to you within 14 days of you receiving this letter. You can cancel your instructions by contacting us by post or fax at this office. Please see the information in the schedule attached.
- 17.2 By signing and returning the Client Retainer Letter you are agreeing that we may start work straight away and we do not have to wait for the 14 days cancellation period to expire.

#### 18. Law and Jurisdiction

The relationship and contract between you and us is governed by English law. Any dispute or legal issue arising from our terms of business will be determined by the law of England and Wales, and considered exclusively by the English and Welsh courts.

#### 19. Equality and Diversity

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

#### 20. Complaints

- 20.1 Should there be any aspect of our service with which you are unhappy, please raise your concerns with the fee earner responsible for the work or their supervisor. If you still have queries or concerns, please contact the Practice Manager, Roger Henderson on 01392 209218.
- 20.2 If you remain dissatisfied Devon and Somerset Law Society provide a free mediation service, they can be contacted on 01392 366333 or via the website [www.dasls.com](http://www.dasls.com).
- 20.3 You can also complain to the Legal Ombudsman, PO Box 6167, Slough, SL1 0EH. Email: [enquire@legalombudsman.org.uk](mailto:enquire@legalombudsman.org.uk). Website: [www.legalombudsman.org.uk](http://www.legalombudsman.org.uk) and telephone number: 0300 555 0333. Please note that time limits apply for complaints to the Legal Ombudsman. The Ombudsman allows solicitors 8 weeks to deal with 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 can ask the Legal Ombudsman to consider your complaint. The Legal Ombudsman expects complaints to be made to them within one year of the date of the act or omission about which you are concerned or within one year of you realising there was a concern. You must also refer your concerns to the Legal Ombudsman within six months of our final response to you.

20.4 The Solicitors Regulation Authority (SRA) can also help you if you are concerned about our behaviour. If you feel that we may have been dishonest or treated you unfairly because of your age, disability or other characteristic, you should contact the SRA. For further information please refer to their website at [www.sra.org.uk/consumers/problems](http://www.sra.org.uk/consumers/problems).

## **21. Termination**

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

21.2 We may decide to stop acting for you only with good reason, for example, if you do not pay an invoice, comply with our request for a payment on account or provide instructions, or if there is a conflict of interest. We will always give you reasonable notice that we intend to stop acting for you.

21.3 We may also stop acting for you if you fail to comply with the provisions of clause 2 above.

21.4 If you or we decide that we should stop acting for you, you will pay our charges up until that point calculated on an hourly basis.

## **22. Future instructions**

22.1 Unless otherwise specified by us, these terms will apply to all future instructions.

## 23. Schedule and right to cancel:

### Information about the exercise of the right to cancel

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

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

To exercise the right to cancel, you must inform us of your decision to cancel this contract by a clear statement (e.g. a letter sent by post, fax or e-mail). Our contact details are:

The Practice Manager,  
Rundlewalker Solicitors,  
Kings Wharf, The Quay, Exeter EX2 4AN;  
Tel: 01392 209209; Fax: 01392 209208;  
email: [roger.henderson@rundlewalker.com](mailto:roger.henderson@rundlewalker.com) You may use the attached model cancellation form, but it is not obligatory.

To meet the cancellation deadline, it is sufficient for you to send your communication concerning your exercise of the right to cancel before the cancellation period has expired.

### *Effects of cancellation*

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

We may make a deduction from the reimbursement for loss in value of any goods supplied, if the loss is the result of unnecessary handling by you.

We will make the reimbursement without undue delay, and not later than –

- (a) 14 days after the day we receive back from you any goods supplied, or
- (b) (if earlier) 14 days after the day you provide evidence that you have returned the goods, or
- (c) if there were no goods supplied, 14 days after the day on which we are informed about your decision to cancel this contract.

We will make the reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of the reimbursement. We may withhold reimbursement until we have received the goods back or you have supplied evidence of having sent back the goods, whichever is the earliest.

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

**Cancellation form**

To: The Practice Manager  
Rundlewalker Solicitors,  
Kings Wharf, The Quay, Exeter  
EX2 4AN

Tel: 01392 209209

Fax: 01392 209208

Email: [roger.henderson@rundlewalker.com](mailto:roger.henderson@rundlewalker.com)

I/We [ ]

hereby give notice that I/We [ ]  
cancel the supply of the services set out in the [ ]  
engagement letter that we received on [ ]

Name of client(s),.....

Address of client(s),.....

.....

.....

.....

Signature of client(s) (only if this form is notified on paper),

Date.....

[\*] Delete as appropriate.