



Napier House | 24 High Holborn | London | WC1V 6AZ  
www.wttgroup.co.uk

WTT Legal Ltd. is an alternative business structure, authorised and regulated by the Solicitors Regulation Authority (SRA no. 654197) whose rules can be consulted at [www.sra.org.uk/handbook](http://www.sra.org.uk/handbook). We aim to offer our clients quality legal advice with a personal service at a fair cost. We hope it is helpful to you to set out our contractual terms of engagement which consist of these terms and conditions (“Terms and Conditions”), and the attached engagement letter (“Engagement Letter”), which will apply to and govern the contract between you and us.

#### **Definitions:**

“You” or “your” means the person or entity named as the client in relation to a particular matter.

“We” or “us” means WTT Legal Ltd.

“Applicable Law” means the law in force at the time of delivery, applying to a particular matter.

#### **1. Location**

Our office is located at Napier House, 24 High Holborn, London WC1V 6AZ.

#### **2. Hours**

The office is open from Monday to Friday, 9.00 a.m. until 5.30 p.m. The office has an answering machine facility up on which messages can be left outside office hours. Alternatively, you can contact us by email day and night.

#### **3. Appointment**

Should you wish to visit the office, please contact us and someone will arrange an appointment for you at a mutually convenient time. Appointments can be arranged outside office hours when essential.

#### **4. Our Responsibilities**

As the work we do on your behalf (your “matter”) progresses, we will:

- a) Act in your best interests and give you our best advice;
- b) Communicate with you in plain language;
- c) Advise you on the likely timescale of the matter, where it is possible to do so, and keep you informed of any changes to it;
- d) Do our best to reply quickly to correspondence;
- e) Tell you about any delays and explain the reasons;
- f) Explain the effect of any important documents;

- g) Tell you about staff changes that might affect you;
- h) Advise you of any circumstances and risks of which we are aware of or consider to be reasonably foreseeable, including any changes in the law that could affect the outcome of your matter; and;
- i) Update you on the costs position and tell you if our original costs estimate needs to be reviewed (unless we have agreed to work on an agreed fee basis in which case the fee will not be varied).

## 5. Your Responsibilities

To assist us in providing an efficient and effective service, we ask that you:

- a) Provide us with clear, timely and accurate instructions;
- b) Provide all documentation required to complete the transaction and respond to questions from us in a timely manner;
- c) Safeguard any documents that are likely to have an effect on the work being carried out;
- d) Tell us about any important time limits that you are under or if you are going to be away for any length of time;
- e) Not deliberately mislead us; and
- f) Cooperate with us as much as possible.

## 6. Liability

We hold professional indemnity insurance in compliance with our regulatory body, the Solicitors Regulation Authority. Details of our insurer and territorial coverage are available upon request.

Our liability to you for a breach of contract, tort or statutory duty shall be limited to £3,000,000 (three million pounds sterling) unless we expressly state a higher amount in our Engagement Letter. We will not be liable for any consequential, special, indirect or exemplary damages, depletion of goodwill, loss of anticipated savings, costs or losses or any damages, costs or losses attributable to lost profits or opportunities.

We can only limit our liability to the extent the law allows. In particular, we cannot limit our liability for death or personal injury caused by our negligence.

We have a duty to work with you with reasonable skill and care. There is, however, no contract between you and any of our individual employees. Any advice or work undertaken for you by them is done on behalf of the firm and not in their individual capacity. No employee therefore assumes any personal responsibility to you for the advice or work. Accordingly, you agree that if, as a matter of law, any of our employees would otherwise owe you a duty of care, that duty is excluded by our contract with you. You



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agree not to make any claim or take any action personally against any of our employees for any matter arising out of providing services to you. This does not in any way alter or reduce any liability that WTT Legal Ltd. may have to you but any claim you wish to make may only be made against WTT Legal Ltd.

We shall have no liability to you if we are prevented from, or delayed in performing our obligations or from carrying on our business by acts, omissions or accidents beyond our reasonable control.

## **7. Charges and Expenses**

We offer sensible and realistic fees which you are responsible for paying. Our fees will either be set on an agreed fee basis or on an hourly basis as set out in the attached Engagement Letter.

When we act for you on an agreed fee basis, the fee cannot be varied, is evidenced in writing in our Engagement Letter and is payable whether or not the matter is completed.

When we act for you on an hourly fee basis, the hourly charges will be set out in our Engagement Letter. Any changes in our charging rates will be notified to you in advance. It is often impractical to determine in advance the amount of effort that will be needed to complete all the necessary work on a matter or the total amount of fees, costs and disbursements that may be incurred. Unless otherwise agreed in writing, our estimates and budgets are not intended to be binding, are subject to unforeseen circumstances, and do not limit or “cap” our fees, costs and disbursements.

The charges that we have provided to you in relation to your matter cover the work which we have been instructed to carry out. If we are instructed to carry our further work by you then we will provide you with an estimate of what the revised charges will be.

Unless otherwise specifically agreed in writing, our fees are not contingent upon the outcome or completion of a matter.

Should we incur any additional expenses (disbursements) such as travel, counsels’ fees and agents’ charges we reserve the right to only pay them when we have received confirmation from you that you will refund such additional costs or agree to pay such costs in advance of them being incurred.

We do not currently hold client money or have a client money account.

## **8. Invoices & Payment Terms**

Invoices provided by us will clearly show the work that is being charged for. Our policy is to only accept payments from you in the form of a direct bank transfer or cheque. It is, therefore, essential that you provide the reference printed on all of our correspondence anytime you pay money to us. Where we



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have to pay money to you, it will be paid by cheque or bank transfer. It will not be paid in cash or to a third party.

We will provide you with regular invoices to help you to keep on top of the charges we incur on your behalf. Where disbursements are incurred, we reserve the right to send you an invoice immediately upon those disbursements being paid or falling due.

We will provide invoices to you at timely intervals during the matter. However, where we have been instructed on an agreed fee basis for a matter, we reserve the right to submit our invoice at the outset of the matter. Such payment will be deemed earned when received and is non-refundable.

Invoices are payable within 30 days. We reserve the right to defer or postpone providing additional services or to cease work on any matter for which we have not received any requested payment within the agreed payment terms. We reserve the right to charge interest at the rate of 10% per annum on a daily basis on all sums not paid within 30 days of presentation of our bill. Our failure to charge interest at any time or on any occasion(s) is not a waiver of our right to do so.

VAT will be charged on all our invoices. Our VAT registration number is 293952173.

## **9. Other Lawyers and Professionals**

After discussion with you, we may engage other lawyers or professionals whose services are required in connection with a matter. We will do so with care, but we will not be responsible for any act or omission of those professionals and you will make direct payment to them promptly unless otherwise expressly agreed between us.

Any advice given by other advisers will be their responsibility directly to you. You agree that we will not be expected to oversee their work and that you will rely solely on their advice in respect of matters within their scope of responsibility.

## **10. Referrals to WTT Legal Ltd.**

Clients may be referred to us by another adviser, group company or other professional. Any specific referral arrangements relevant to your matter will be set out in the Engagement Letter.

We share business premises and have a financial arrangement in place with another group company, WTT Consulting Ltd. and a separate company, the Contractor Co-operative Ltd., for the use of equipment, support staff and the use of business services (such as HR services and Information Technology).



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## 11. Financial Services and Insurance Mediation

We are not authorised under the Financial Services and Markets Act 2000, nor are we regulated by the Financial Conduct Authority (“FCA”). 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, including insurance mediation activity which is broadly the advising on, selling and administration of insurance contracts, where these are closely linked to the legal work we are doing for you, and we are included on the register maintained by the FCA. The register can be accessed via the FCA website at [www.fca.gov.uk/register](http://www.fca.gov.uk/register).

This part of our business, including arrangements for complaints or redress if something goes wrong, is regulated by the Solicitors Regulation Authority, the independent regulatory arm of the Law Society. If you are unhappy with any insurance or investment advice you receive from us, you should raise your concerns with either the Solicitors Regulation Authority or the Legal Ombudsman whose address details appear under ‘Complaints’ below.

## 12. Communication, Data Protection & Client Confidentiality

Please note that our privacy policy (“**Privacy Policy**”), which details all information that we must provide you pursuant to applicable data legislation including the General Data Protection Regulation ((EU) 2016/679) (“**Data Protection Legislation**”), can be found at [www.wttlegal.co.uk/privacy](http://www.wttlegal.co.uk/privacy). Defined terms used below have the same meaning as given in the Privacy Policy. You should inform yourself of the entirety of the terms of the Privacy Policy and protections that it affords. However, we set out below certain of its salient terms.

We will aim to communicate with you by such a method as you may request. Unless you withdraw consent, we will communicate with you and with others by email, but we cannot be responsible for the security of correspondence and documents sent by email.

We are registered with the Information Commissioners Office to process personal data. We use the information you provide primarily for the provision of legal services to you and for related purposes including:

- a) updating and enhancing client records
- b) analysis to help us manage our practice
- c) statutory returns
- d) legal and regulatory risk analysis and compliance

Please note that our work for you may require us to share information with other WTT Group companies. We may also share information with third parties such as your accountants, tax advisers, and other professional advisers who may be working for you. By providing us with your instructions you agree to



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information being disclosed as appropriate. We will notify you in the event that we need to share information with another third party. You may withdraw your consent at any time by notifying us by post, telephone call or email and this will not affect the quality of the service you receive from us. You have a right of access under data protection legislation to the personal data that we hold about you.

We hold data on a cloud-based practice management computer system which is run by a third-party supplier. We believe that this provides us with greater efficiency and accuracy of records than operating on our own servers alone within our offices. We require that any cloud-based supplier complies with the obligations of the GDPR by providing an adequate level of protection to any personal data transferred.

The data we collect from you may be transferred to, and stored at, a destination outside the European Economic Area (EEA). It may also be processed by staff operating outside the EEA who works for us or one of our suppliers. Such staff may be engaged in, among other things, the provision of support services. We may use third party service providers that process data outside the EEA.

By providing your data you give consent to this transfer, storing or processing of data provided to or held by us.

### **13. Storage of documents**

We will keep a file of your papers for up to 6 years, except those papers that you ask to be returned to you, subject to the provisions of Clause 22 of these Terms and Conditions. We keep files on the understanding that we can destroy them 7 years after the date of the final bill. We will not destroy documents you ask us to deposit in safe custody, but there may be additional charges for this.

### **14. Consent to Publicity**

In keeping with market practice, unless you advise us in writing to the contrary, you are deemed to consent to the disclosure in our marketing materials and on our website of our involvement as your legal adviser for the purposes of publicising our practice. We may also provide a general description of the work we have done for you, or a more detailed description if this information is already in the public domain or if you expressly consent to this. You also are deemed to consent to our use of your logos and/or similar branding materials for publicity purposes. If you have any queries or concerns about this, we would ask them to contact the person responsible for your matter.

### **15. Intellectual Property**

We will retain all copyright in any document prepared by us during the course of carrying out legal work for you, save where the law specifically provides otherwise.



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## **16. Conflicts of Interest**

We try our best to avoid conflicts of interest, but they are inevitable in some transactions. In the event of a conflict of interest arising at any point during the transaction, we will notify you of the conflict of interest and may be required to cease to act on your behalf for the remainder of the transaction. We will co-operate with you insofar as we are permitted to do so by the Solicitors' Code of Conduct 2007 to minimise any disruption caused by the conflict of interest.

In the event of a conflict of interest between you and WTT Consulting Ltd. or WTT Legal Ltd., or any other part of the WTT Group, we will decline to act for both parties.

Any advice that we give to you will be independent of any WTT company and will be tailored to your circumstances. You are free to raise questions on all aspects of the transaction.

## **17. Anti-Money Laundering**

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

To comply with the law, we will need to get evidence of your identity as soon as possible. Our practice is to ask to see your original passport or photo driving licence and a recent utility bill or bank statement or to ask you to submit certified copies from another firm of solicitors. Alternatively, we may also carry out electronic searches from information provided by leading agencies. In the event that we incur any fees in relation to these searches, we reserve the right to pass these charges on to you as a disbursement. We will of course inform you of these charges and ensure that you are happy to cover the costs before the charge is incurred.

Solicitors are under a professional and legal obligation to keep the affairs of their 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 Serious Organised Crime Agency. Where a solicitor knows or suspects that a transaction on behalf of a client involves money laundering, the solicitor may be required to make a money laundering disclosure.

If, whilst we are acting for you, it becomes necessary to make a money laundering disclosure, we may not be able to inform you that a disclosure has been made or the reasons for it.



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## **18. Bribery and Corruption**

It is our policy to conduct all of our business in an honest and ethical manner. We take a zero-tolerance approach to bribery and corruption and are committed to acting professionally, fairly and with integrity in all our business dealings and relationships wherever we operate and implementing and enforcing effective systems to counter bribery and corruption. We would be happy to provide further details of the firm's anti-corruption and bribery policy on request.

## **19. Equality and Diversity**

WTT Legal Ltd is committed to promoting equality and diversity in all of its dealing with clients, third parties and employees. Please contact us if you would like a copy of our equality and diversity policy.

## **20. Complaints handling procedure**

We are confident of providing a high-quality service in all respects. However, if you have any queries or concerns regarding the services that you are receiving please raise these concerns in the first instance with the person that is dealing with the everyday conduct of the matter concerned. If that does not resolve the problem then you may raise your concerns with Rhys Thomas (rhys.thomas@wttlegal.co.uk) who is ultimately responsible for client care. If you are not satisfied with our handling of your complaint you can ask the Legal Ombudsman (at Legal Ombudsman, PO Box 6806 Wolverhampton WV1 9WJ) to consider the complaint. Normally, you will need to bring a complaint to the Legal Ombudsman within six months of receiving a final written response from us about your complaint.

We have a procedure in place which details how we handle complaints which is available upon request. All correspondence relating to complaints should be sent to our registered office at Napier House, 24 High Holborn, London WC1V 6AZ.

## **21. Distance Selling**

In the event that we do not meet with you, the Consumer Protection (Distance Selling) Regulations 2000 may apply to this matter. This means you may have the right to cancel your instructions to us within seven working days of receiving this letter. You can cancel your instructions by contacting us by post to this office or by sending an email to rhys.thomas@wttlegal.co.uk.

Once we have started work on your file, you may be charged if you then cancel your instructions. We will start work on your file when we receive either:



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- a) your signed Engagement Letter confirming your instructions; or
- b) payment from you if we are working on an agreed fee basis.

## **22. Termination**

You may terminate your instructions to us in writing at any time, but insofar as we are permitted to do so by law or professional guidelines, we reserve the right to exercise a lien over all documents and records in our possession relating to all engagements for you until all outstanding fees and disbursements are paid in full.

We may decide to stop acting for you only with good reason, e.g. if you do fail to pay an interim bill or there is a conflict of interest. We will give you written notice of our intention to cease to act on your behalf.

If either of us decides that WTT Legal Ltd. should stop acting for you, you agree to pay our charges up until that point. These are calculated on an hourly basis as specified in the Engagement Letter but will be no less than £50 per hour plus expenses as set out in the Engagement Letter, or on an agreed fee basis.

## **23. Survival**

All rights and obligations arising from the Terms and Conditions and Engagement Letter that, by their implication, are intended to continue in force after termination of the services will remain in full force between us and you after the services have ended.

## **24. Applicable Law**

We provide advice based on English law, legal principles and precedents. Accordingly, we are unable to provide any advice on the law applicable to other jurisdictions including (but not limited to) Scotland and Ireland). In the event that you require advice on the law relating to jurisdictions outside of England or Wales, we recommend that you seek legal advice from a local professional.

Any dispute or legal issue arising from our Terms and Conditions will be determined by the law of England and Wales and considered exclusively by the English and Welsh courts.

## **25. Interpretation**

If any provision of these Terms and Conditions is held to be void, then that provision will be deemed not to form part of this contract and the remainder of these Terms and Conditions shall be interpreted as if such provision had never been inserted. In the event of any conflict between these Terms and



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Conditions and the Engagement Letter, the relevant provision in the Engagement Letter will take precedence.

## **26. Acceptance**

Although your continuing instructions will amount to acceptance of these Terms and Conditions, we may not be able to commence work on your behalf until we have received a signed copy of these Terms and Conditions. We hope that the information set out in these Terms and Conditions has been of assistance to you. Our aim is to provide you with a friendly and efficient service and we aim to ensure that we meet your expectations in terms of the service to be provided with the right level and area of expertise. In particular;

- a) We will always act in your best interests and give you our best advice;
- b) We will update you with progress on your matter regularly, and keep you informed of any changes in the law, circumstances or risk which may have an effect on the matter; and
- c) We will explain to you the legal work that is required as your matter progresses, and the likely timescale and costs involved.

I confirm that I have read and understood these Terms and Conditions. I further confirm that I am happy to give WTT Legal Ltd. the authority requested and to instruct you to act for me in accordance with the terms contained herein.

Signed \_\_\_\_\_

Dated \_\_\_\_\_