

# **OUR SMALL PRINT**

**OUR TERMS OF BUSINESS & THE LEGAL BITS...**

This Small Print sets out the Terms of Business for EMW Law LLP (EMW, we or our). When we provide you with legal services, as a firm regulated by the Solicitor's Regulatory Authority (SRA), we are required to provide you with certain information and be open about the terms that will apply:

- Some terms are set out in our Engagement letter and summary of work + pricing document ("engagement documents"). Our engagement documents are where we set out what we are going to do, when we are going to do it and how much and when you will pay
- The rest of our terms are set out in this document (Small Print), which is made up of our "Terms of Business" and some information on our legal and regulatory obligations or "The Legal Bits"
- Together, our engagement documents and the Small Print are the legal agreement between us (Agreement)

Sometimes, there can be inconsistencies between the terms set out in the summary of work + pricing document and in the Small Print. If this happens the summary of work + pricing document will take priority.

## TERMS OF BUSINESS

### 1. Your Instructions To Us

We will deal with anyone who appears to us to have permission to instruct us on your behalf. If there is anyone within your business, or acting on your behalf, from whom we should not take instructions, you must tell us in writing.

### 2. Instructing Us With Others

Where you are one of several people who have instructed us on the same file, we will act for all of you jointly. Each is responsible for paying all of the fees on that work, not just for their respective shares. If we stop acting for any of you, then the rest will still have to comply with the Agreement.

We cannot keep information we receive from you confidential from the others instructing us.

We can act for all of you (even if there may be potential conflicts of interest) on the basis that you all have a common interest in the instructions which outweighs the potential for conflict. If an actual conflict of interest arises between any of you, we will be unable to continue acting for all of you, at least on that issue where the conflict has arisen.

### 3. Who Will Do The Work

We will always allocate work to a member of our team with the appropriate expertise and experience. You will have that person's contact details, as well as details of a Principal (our name for a partner) with whom you can raise any issues.

Advice that we give to you is only for your use and benefit. Whilst we do not mind you providing the advice to your other professional advisors to help them advise you too, you must not give the advice to anyone else without asking us first.

### 4. Who Is Responsible For The Work

EMW is providing legal services to you and it is EMW that is responsible to you. None of the Principals or our employees have any personal responsibility to you, or to any third party, for the services provided.

### 5. Areas Of Expertise

Our engagement documents identify areas that

are outside the parameters of our engagement with you, because we do not have the professional expertise to advise you on them (such as tax matters and the laws of jurisdictions other than England and Wales). Any guidance we actually offer in relation to these areas is based on our prior knowledge of third party expert advice. Such guidance is no substitute for engaging specific expert advice in these areas, which we would always recommend that you do; and will not constitute us advising on the issue in question.

### 6. Tax Adviser Services

We occasionally provide services where taxation is ancillary to your wider instructions. In this regard:

(a) any services provided will be aligned with the principle that the taxation paid by a business in a particular jurisdiction should be representative of its income and operations in that jurisdiction;

(b) any engagement we have with tax regulators or other third parties will be aligned with that principle; and

(c) we recommend that you take independent tax advice to ensure you are meeting your tax obligations.

### 7. Emailing You

We mainly correspond by email. Email is not guaranteed to be secure or reliable, so if you would prefer us not to use email when we write to you, please let us know.

### 8. Third Party Rights

You are the only person who can enforce the terms of the Agreement against us.

### 9. How We Charge

There are a number of factors that we take into account when calculating our fees. These include:

- the time we spend providing legal services to you
- the complexity of the instructions
- the specialist knowledge involved
- the value of the transaction
- the speed within which the services are to be performed

Our hourly rates are reviewed annually on

1 April. We will inform you if our hourly rates increase while we are undertaking instructions on your behalf. Our range of hourly rates for the period beginning 1 April 2023 can be found on our website: [www.emwllp.com/the-small-print](http://www.emwllp.com/the-small-print).

The summary of work and pricing document sets out when we can send invoices and when you have to pay them. If you do not pay us on time we may stop work for you and all outstanding invoices will become payable immediately.

You remain responsible for paying our bills if someone else has agreed or is required to pay your legal costs but has not done so.

You cannot pay our invoices with cash.

We may charge interest if you are late paying our invoices. This will be at the annual rate of 8% above the Bank of England base rate, from the date payment is due until payment is made.

We will ask you to pay in advance, unless we agree otherwise, for any third party expenses that we will incur on your behalf. We call these expenses disbursements.

There are some services we charge a fixed price (plus VAT @ 20%) for. This fixed price incorporates both the time and cost to us and the cost charged to us by our suppliers. A list of these charges can be found at [www.emwllp.com/the-small-print](http://www.emwllp.com/the-small-print).

Any money left on our client account when our work is complete will be returned to you. There may be times when we ask you to pay money upfront for our fees.

### 10. Our Price Guarantee

We are confident that you will be happy with the service we provide, and we provide a service level guarantee to ensure that (although there are a few conditions). If you are not happy with the service we provide then we will allow you to deduct up to 10% from the payment of your final bill provided that:

- You notify us of the concern you have with the service we provide in writing (email is fine) within 7 days of the event(s) leading to that concern
- Your concern relates to the service we have provided – it cannot be because you did

not like the advice or were hoping we'd say something different

- Your concern relates to something that is within our reasonable power to control
- You agree to meet with us, within 21 days of raising your concern, to discuss the concern you've raised in person, and allow us to seek to address it with you before you deduct anything from our final bill

If the above apply and, provided you notify us promptly (as above) and meet with us to discuss the situation, and you feel we have not properly addressed your concern then you are free to deduct up to 10% from your payment of our final bill (applying a discount you feel appropriate up to a maximum of 10%).

You must then pay the discounted bill in full within 7 days of the meeting referred to above. The discount shall only apply to our legal fees and not any disbursements incurred, which will remain payable in full.

### 11. Our Employees

If you solicit or entice any of our employees away from our employment to work for you or any third party (a Leaver), then you will pay us an amount equal to the actual costs we incur in recruiting a replacement member of staff at any time within 6 months after the date upon which the Leaver leaves our employment.

### 12. Ending The Agreement

You may end the Agreement at any time for any reason.

We may end the Agreement at any time on reasonable notice so long as we have a good reason to do so. Examples include:

- if you do not accept the important elements of our advice or the relationship of trust and confidence between us breaks down
- if a conflict of interest arises
- if you do not provide us with instructions or information that we need
- if we stop carrying out a particular service or are otherwise unable to provide you with an adequate service
- if we reasonably believe you may be unable or unwilling to pay our fees; or if you do not pay our invoices or any advance payments we ask for
- if we are taking a risk on recovery of our full costs (for example, if we are working on a conditional fee arrangement or a fixed or capped fee) and, in our opinion, a client paying our full costs would not have proceeded with the case

If the Agreement ends for any reason before we complete our work, we may charge for all work up to the date that the Agreement ends. We may also charge you at our hourly rates for any work done after the Agreement ends but arising from it, such as removing our name from a

court record, complying with undertakings, storing, retrieving or copying papers, replying to audit or tax enquiries, complying with legal or regulatory requirements, answering your questions or giving evidence in proceedings arising from your case.

If you choose to instruct alternative legal advisors at the end of the Agreement, you can request that we pass your files and any Deeds we hold to them. We will transfer files and Deeds for active files if you make this request in writing and all of our outstanding invoices payable by you or by third parties on your behalf have been settled in full, in cleared funds. Historical files will not be included as part of any transfer request when you end your Agreement with us. In the event we receive a written request from you to transfer historical files (including paper and/or electronic client information) we will provide a quote to cover the time it will take to complete this task.

## THE LEGAL BITS

### 13. If You Need To Complain

Our Complaints Policy is available on our website, or in hard copy on request. If we are unable to resolve your complaint you can have the complaint reviewed by the Legal Ombudsman (LeO), the body that investigates complaints about service issues with lawyers.

From 1 April 2023 the LeO 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. We have 8 weeks to deal with your complaint. If you are not happy with our final response you can refer your concerns to the LeO within 6 months of receiving our final written response.

You can contact the Legal Ombudsman at PO Box 6806, Wolverhampton, WV1 9WJ; on 0300 555 0333 or via email [enquiries@legalombudsman.org.uk](mailto:enquiries@legalombudsman.org.uk).

Information on how to raise a complaint where we provide mediation services and how these are handled can also be found in our Complaints Policy.

If you have any concerns about our professional conduct you may be able to complain to the Solicitors Regulation Authority. [www.sra.org.uk](http://www.sra.org.uk)

### 14. Lexcel

We are accredited with "Lexcel", the Law Society's legal practice quality mark for excellence in legal practice management and client care. To maintain this accreditation, external organisations may have to carry out audits or quality checks on your file. We require these external organisations to keep your file confidential.

### 15. Our Financial Responsibility To You

If we do not do what the Agreement says we

will do or if we fall short of our duty of care to you, we will accept responsibility for any loss or damage you suffer that is foreseeable. We won't however accept responsibility for any loss or damage that is not foreseeable. Loss or damage is foreseeable if it is either:

- an obvious result of us not complying with the Agreement or us breaking our duty of care to you; or
- something that we could have anticipated at the time we entered into the Agreement

In addition, we will not accept financial responsibility to you for loss of profit, loss of business, interruption to your business, or loss of any business opportunities.

We do not exclude or limit in any way our financial responsibility to you for:

- death or personal injury caused by our negligence
- for our reckless disregard of our professional obligations; or
- our fraud

Where we act on matters governed by the laws of England and Wales our total financial responsibility to you for each claim or series of connected claims arising under or connected with the Agreement will not exceed £3 million.

If we have to accept any responsibility to anyone other than you as a result of you instructing us, or there is any suggestion that we should have that responsibility, you will reimburse us and our members and employees for any loss or damage suffered because of those third parties making a claim against us.

You will also reimburse us for any loss or damage that we suffer as a result of any claim brought by you or anyone connected to you, to the extent that our responsibility for that claim would have been excluded by or would have exceeded any cap on our financial responsibility in the Agreement had the claim been brought by you.

### 16. Severability

If any court or other competent body decides that any provision (or part of it) of the Agreement is unlawful, unenforceable or invalid, the remainder of the Agreement will continue in full force and effect.

### 17. The Financial Conduct Authority (FCA)

We are not authorised by the FCA. However, we are included on the register maintained by the FCA so that we can carry on insurance mediation activity, which is broadly advising on, selling and administration of insurance contracts.

The relevant register is called the EPF register. This part of our business, including arrangements or redress if something goes wrong, is regulated by the Solicitors' Regulation Authority (or Council for Licensed Conveyancers). The register can be accessed

via the Financial Conduct Authority website at [www.fca.org.uk/register](http://www.fca.org.uk/register).

## 18. Undertakings

We often have to provide undertakings on behalf of our clients. These are commitments that are binding on us to do things on your behalf (for example to send money or documents to a third party).

When we have given an undertaking on your file, we may have to ignore any instructions that you then give us which would result in us being in breach of the undertaking. You agree to do whatever we need you to do in order that we comply with the undertaking.

## 19. Knowing Who You Are?

Before we can do any work for you, we are legally required to verify your identity. By accepting the terms in our Small Print you are agreeing that we can:

- use your personal information (name, address, date of birth etc) for identification purposes; and
- provide your personal information to any relevant third parties, such as credit reference agencies

By law we are required to verify your identity prior to entering into a business relationship with you. As part of our Client Due Diligence checks and our ongoing efforts to protect your personal information, we have engaged with two third party providers to help verify your identity. These providers are Thirdfort and Smartsearch. Information on app based ID verification can be found [here](#), however, we will give you full details prior to initiating any check.

In the event we are unable to verify your identity through one of our app based solutions, we will tell you exactly what information and documentation you need to provide to us to complete our checks. We will use your personal information to carry out an online verification check.

Any online verification search we carry out will leave a footprint on your credit file; which may be seen by other organisations; it will have no effect on your credit rating.

## 20. Your Information And Protecting Your Data

We are required by law under the General Data Protection Regulations (GDPR) to process and hold your personal data in a specific way. To find out more about how we process your personal data please see our privacy policy which can be found at [www.emwllp.com/privacy-policy](http://www.emwllp.com/privacy-policy). We will keep any information that we have about you and your affairs in the strictest confidence. We will only provide this information to a third party if we have to by law; because of the work we are doing for you; to the extent we are allowed to do so in the Agreement, or if you

If you have any questions about our small print, please call **Karen Voller** on **0345 074 2451** or email [karen.voller@emwllp.com](mailto:karen.voller@emwllp.com)

have told us we can disclose it.

Under GDPR we are not allowed to hold data for longer than necessary. Therefore any data that we hold will be deleted after a set period of time, in accordance with our regulatory obligations. At the end of each piece of work we will tell you when such data will be destroyed; at this stage you will have an opportunity to request an electronic copy of the data we hold for your own retention.

If we think that a transaction may involve criminal activity (e.g. money laundering or terrorist financing/activity), we may have to make a disclosure to the National Crime Agency. If we make a disclosure, we may not be able to tell you. We may also have to stop working on your file for a period of time and not be able to tell you why, nor will we be able to accept responsibility to you for the consequences of having to do so.

## 21. STax Capital Allowance Claims

Stanley Tax Associates Limited trading as STax are specialist tax advisers working with clients to achieve capital allowance relief on commercial properties. There is some common ownership between EMW and STax and where there is a potential benefit to our commercial clients we may share some basic details about your transaction with them. If an opportunity is identified, we will always seek your express consent prior to sharing your contact name and contact details with them. If you do not want us to share any details with STax please let us know by emailing us at [enquiries@emwllp.com](mailto:enquiries@emwllp.com).

## 22. Your Money

Money that we hold on your behalf is held in a client account with Barclays Bank, and is kept separate from our own money. If you want money to be held at an alternative bank you must instruct us to do so in writing.

Money that EMW holds is protected under the SRA Account Rules 2019 and SAR compensation fund. It will earn interest at the rates set out in our [interest policy](#), subject to a de-minimis of £250.

Our bank account details will not change during the course of a transaction. If you receive an email that appears to be from EMW providing a change in bank details it is unlikely to be genuine and you are responsible for contacting us by telephone to confirm the correct details. We will not accept liability if you transfer money to an incorrect account.

Unless we fail to do what we say we will or if we breach the SAR, we are not responsible for the loss of client money or delays in money transmission.

If less than £500 of your money remains in our client account after we have concluded the work, and we do not hold your bank account details, we will make every effort to return your

money to you within 90 days of the conclusion of the transaction. If we cannot return your money, we will donate it to our chosen charity.

Where we hold a balance that exceeds £500 and we are unsuccessful in returning the funds, having made reasonable attempts to do so, then we shall seek authority from the SRA to donate it to our chosen charity.

A copy of the firm's How We Manage Residual Balances Policy can be [found here](#).

## 23. EMW - Law And Jurisdiction

All work undertaken on your behalf is governed by the laws of England and Wales. EMW is authorised and regulated by the Solicitors Regulation Authority (SRA). The professional Code of Conduct can be accessed from the SRA website at <https://www.sra.org.uk/solicitors/standards-regulations/>.

The courts of England shall have non-exclusive jurisdiction.

## 24. EMW Trust Corporation Limited

If the work we are doing for you involves the administration of trusts or estates, we may appoint EMW Trust Corporation Limited ("**Trust Corp**") as the executor or administrator solely or jointly with another person to deal with it. Trust Corp is a wholly owned subsidiary of EMW and, in discharging its responsibilities, will instruct EMW to act on its behalf. Trust Corp is not authorised or regulated by the SRA.

## 25. If You Are An Individual

If we are giving you advice in your personal capacity as an individual, under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013, you have the right to cancel your contract with us within 14 days of the date of our Agreement without giving a reason. For the purposes of this clause, where we refer to your contract, we mean the Agreement. You can cancel your contract by submitting a Model Cancellation Form, which can be found on [our website here](#) before the expiry of the cancellation period. You are not required to use the Model Cancellation Form, but if you do not, you must make it clear that you are cancelling the contract before the expiry of the cancellation period.

By accepting the terms of our Agreement you are instructing us to commence work for you straight away. This means that we will be starting work during the cancellation period. You agree that even if you exercise your right to cancel your contract after we have commenced work, you must pay our fees for the work carried out up to the point that you exercise your right to cancel.

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