

Terms and Conditions of Business | July 2026

Walker Solicitors

209-212 Stafford Street
Walsall
West Midlands
WS2 8DW
01922 639080
info@walkersolicitors.com



Contents

- 1 Introduction
- 2 About Walker Solicitors
- 3 Service standards
- 4 Hours of business
- 5 People responsible for your work
- 6 Charges and expenses
- 7 Payment arrangements
- 8 Other parties' costs
- 9 Client accounts and interest
- 10 Storage of case papers and electronic media
- 11 Financial services and insurance contracts
- 12 Termination
- 13 Abortive Residential Property Transactions
- 14 Acting for your lender
- 15 Building Safety Act & Regulations
- 16 Tax advice
- 17 Property Transaction Tax
- 18 Data Protection/GDPR
- 19 Equality and diversity
- 20 Communications
- 21 Identity, disclosure and confidentiality
- 22 Limits on our liability
- 23 Client care and complaints
- 24 Referral arrangements
- 25 Provision of instructions/joint instructions
- 26 Cybercrime
- 27 Applicable law

1 Introduction

These Terms and Conditions of Business along with the accompanying letter of engagement set out our service standards and the terms of business on which we agree to act for you. If you have any questions about any of the information

contained herein, please contact the person dealing with your case. By continuing to instruct the firm we shall be entitled to assume you have agreed to the terms and conditions set out here. For the purpose of these terms, "we" "our" "us" or "the firm" refers to Walker Solicitors Limited. Unless otherwise agreed, and subject to the application of then current hourly rates, these terms and conditions of business shall apply to any future instructions given by you to the firm.

Your Contract is with Walker Solicitors Limited. There is no contract between you and any Director, employee or consultant of the firm. Any advice given to you (or other work done for you) by a Director, employee or consultant of the firm is given (or done) by that person on behalf of the firm and not in his or her individual capacity and no such person assumes any personal responsibility to you for the advice or other work.

2 About Walker Solicitors

Walker Solicitors is a trading name of Walker Solicitors Limited which is a company registered in England and Wales (company no. 9608224). Our registered office is at 209-212 Stafford Street, Walsall, West Midlands WS2 8DW.

A list of Directors is available for inspection at our registered office. We are authorised and regulated by the Solicitors Regulation Authority (SRA) under number 623514. The SRA Standards and Regulations set out the regulatory framework imposed on service providers such as ours. Further information about the relevant Codes of Conduct is available on the SRA website at www.sra.org.uk.

In accordance with the Provision of Service Regulations 2009, details of our Professional Indemnity Insurance can be obtained by contacting our registered office. Our VAT number is 559557978.

3 Service Standards

We aim to offer our clients quality legal advice with a personal service at a fair cost. As a start, we hope it is helpful to you to set out in this statement the basis on which we will provide our professional services. The firm sets the following standards:

- We will regularly update you with progress on your matter
- We will communicate with you in plain language
- We will explain to you the legal work required as your matter progresses
- We will update you on the cost of your matter, as appropriate
- 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 this matter and any important changes in those estimates
- We will continue to review whether there are alternative methods by which your matter can be funded

In return, we request that our clients assume the following responsibilities:

- To provide clear, timely and accurate instructions to us at all times
- To respond to communications from us promptly and to attend arranged appointments
- To notify contact details, change of address, telephone numbers etc. promptly
- To discharge payments requested from you promptly

4 Hours of business

The normal hours of opening at our offices are between 9.00am and 5.00pm on weekdays. Messages can be left via voicemail outside those hours and appointments can be arranged at other times when this is essential.

5 People responsible for your work

The person responsible for dealing with your work and the person responsible for the overall supervision of the matter will be set out in the engagement letter. We will try to avoid changing the people who handle your work but if this cannot be avoided, we will tell you promptly of any change and why it may be necessary.

6 Charges and expenses

The fee structure applied to our work is dependent on the nature of the matter and will be calculated on either an hourly rate basis or a fixed fee arrangement.

If we have agreed a fixed fee for work on your case, the arrangements will be set out in the Engagement Letter. Provided we are not requested to do any more work than when that fixed fee was agreed, we will not make any additional charge. However, we reserve the right to make an additional charge in the event that the matter becomes more complex or lengthier than originally estimated. This would entail either increasing our fee estimate or charging at an hourly rate for the additional work involved. In the latter case we would try and give you our best estimate of the likely additional cost or, where this is not possible, we would obtain your authority to carry out work to an agreed fee limit.

On matters funded on an hourly rate basis, our charges will be calculated mainly by reference to

the time actually spent by the solicitors and other staff in respect of any work which they do on your behalf. This may include meetings with you and perhaps others; reading, preparing and working on papers; making and receiving telephone calls, e-mails, faxes and text messages; preparation of any detailed costs estimates, schedules and bills; attending at court; and time necessarily spent travelling away from the office. From time to time we may arrange for some of this work to be carried out by persons not directly employed by us; such work will be charged to you at the hourly rate which would be charged if we had done the work ourselves.

Routine letters, e-mails and texts that we send and routine telephone calls that we make and receive are charged at one-tenth of the hourly rate. Routine letters, e-mails and texts received are charged at one-twentieth of the hourly rate. Other letters, e-mails and calls are charged on a time spent basis. The current hourly rates applicable to your case will be set out in the accompanying letter. We will add VAT to these at the rate that applies when the work is done. At present, VAT is 20%.

These hourly rates have to be reviewed periodically to reflect increases in overhead costs and inflation. If a review is carried out before this matter has been concluded, we will inform you of any variation in the rate before it takes effect.

In addition to the time spent, we may take into account a number of factors including any need to carry out work outside our normal office hours, the complexity of the issues, the speed at which action has to be taken, any particular specialist expertise which the case may demand. An increase in the rates may be applied to reflect such factors.

Solicitors have to pay out various other expenses on behalf of clients ranging from court fees, experts' fees, Counsel's fees and so on. We have no obligation to make such payments unless you have provided us with the funds for that purpose. VAT is payable on certain expenses. We refer to such payments generally as 'disbursements'.

7 Payment arrangements

It is normal practice to ask clients to pay interim bills and sums of money from time to time on account of the charges and expenses which are expected in the following weeks or months. We find that this helps clients in budgeting for costs as well as keeping them informed of the legal expenses which are being incurred. If such requests are not met with prompt payment, delay in the progress of a case may result. In the unlikely event of any bill or request for payment not being met, this firm must reserve the right to stop acting for you further.

Payment is due to within one calendar month of delivery. If payment is not made within the time we have requested, we reserve the right to cease to act on your behalf, suspend work on that matter and any other matter and retain all documents, working papers and other documents in our possession relating to any matter until all outstanding bills are paid in full including interest and any costs incurred in pursuing the recovery. Interest on outstanding bills will be charged on a daily basis at 4% above Lloyds Bank plc base rate from the date of the bill in cases where payment is not made within one calendar month of the delivery of the bill.

The common law entitles us to retain any money, papers or other property belonging to you which properly come into our possession pending payment of our costs, whether or not the property is acquired in connection with the matter for which the costs were incurred. This is known as a "general lien". We are not entitled to sell property held under a lien but we are entitled to hold property, other than money, even if the value of it greatly exceeds the amount due to us in respect of costs.

We do not accept payments in cash in excess of £750. If you try to avoid this policy by depositing cash directly with our bank, we may decide to charge you for any additional checks we decide are necessary to prove the source of the funds. Payment of our bills may be made by credit card or debit card issued by a UK High Street bank, BACS or CHAPS. Please note card payments are limited to £3,000. Any payments in excess of £3,000 must be paid by bank transfer. Monies due to you from us will be paid by bank transfer, but not in cash, and will not be made payable to a third party.

8 Other parties' costs

In some cases and transactions a client may be entitled to payment of costs by some other person. It is important that you understand that in such circumstances, the other person may not be required to pay all the charges and expenses which you incur with us. You have to pay our charges and expenses in the first place and any amounts which can be recovered will be a contribution towards them. If the other party is in receipt of legal aid no costs are likely to be recovered.

If you are successful and a court orders another party to pay some or all of your charges and expenses, interest can be claimed on them from the other party from the date of the court order. We will account to you for such interest to the extent that you have paid our charges or expenses on account, but we are entitled to the rest of that

interest. You will also be responsible for paying our charges and expenses of seeking to recover any costs that the court orders the other party to pay to you.

A client who is unsuccessful in a court case may be ordered to pay the other party's legal charges and expenses. That money would be payable in addition to our charges and expenses. Arrangements can be made to take out insurance to cover liability for such legal expenses. Please discuss this with us if you are interested in this possibility.

9 Client accounts and interest

Any money received on your behalf will be held in our Client Account. The firm pays interest on client account balances in accordance with the Solicitors Regulation Authority (SRA) Accounts Rules. Interest will be calculated and paid to you at the rate from time to time payable on Lloyds Bank plc general client accounts. The period for which interest will be paid will normally run from the date(s) on which funds are received by us until the date(s) of issue of any payment(s) from our Client Account. It is the firm's normal policy that no interest is payable if the amount calculated on the balance held is £50.00 or less.

The Financial Services Compensation Scheme (FSCS) is the UK's statutory compensation scheme of last resort for customers of authorised financial services firms. It may provide compensation if a regulated firm is unable, or likely to be unable, to meet its financial obligations - for example, if it becomes insolvent.

Where we hold client money in accordance with the SRA Accounts Rules, such funds are placed with UK banks or building societies that are authorised by the Financial Conduct Authority (FCA). In the event that the bank or building society holding your funds fails, you may be entitled to compensation from the FSCS. The FSCS protects deposits made by most individuals and businesses, subject to its eligibility criteria and compensation limits.

The current FSCS limit for eligible deposits is £120,000 per depositor per authorised institution. This limit applies to the total of all eligible deposits you hold with the same institution, whether directly or through us. Please note that each eligible account holder is entitled to £120,000 protection, therefore in the case of a joint account with two account holders, you will each be entitled to £120,000 protection, giving a total of £240,000.

You should note that the FSCS will provide a £1,400,000 protection limit for temporary high balances held with a bank, building society or credit union if it fails. Further details relating to what constitutes a temporary high balance and the rules

relating to the protection can be found at www.fscs.org.uk. In the event of a bank failure, you agree to us disclosing details to the FSCS.

At the end of a transaction there may be a small residual balance due to you. We will make reasonable efforts to contact you to return the money to you proportionate to the magnitude of the outstanding balance and the length of time the monies have been held. If you fail to respond to our enquiries, and where permitted by our regulatory authority, we reserve the right to pay such sums to a charity of our choice.

10 Storage of case papers and electronic media

After completing the work, we will be entitled to keep all your papers and documents while there is still money owed to us for fees and expenses. We will keep your file of papers in storage for not less than six years except those papers that you ask to be returned to you. This includes any case documents stored electronically. After that, storage is on the clear understanding that we have the right to destroy your file after such period as we consider reasonable without further reference to you, or to make a charge for storage if we ask you to collect your papers and you fail to do so. We will not of course destroy any documents such as wills, deeds, and other securities, which we agree to hold in safe custody. No charge will be made to you for such storage unless prior notice in writing is given to you of a charge to be made from a future date which may be specified in that notice.

If we retrieve papers or documents from storage in relation to continuing or new instructions to act in connection with your affairs, we will not normally charge for such retrieval. However, we may make a charge based on time spent at our lowest charge out rate for producing stored papers or documents to you or another at your request. We may also charge for reading, correspondence, or other work necessary to comply with your instructions.

11 Financial services and insurance contracts

We are not authorised 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 give that advice. We are, however, included on the register maintained by the FCA so that we can carry on insurance distribution 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 (SRA). The register can be accessed via the FCA website at

www.fca.org.uk/firms/financial-services-register.

12 Termination

You may terminate your instructions to us in writing at any time but we will still be entitled to keep all your papers and documents while there is money owing to us for our charges and expenses. If at any stage you do not wish us to continue doing work and/or incurring charges and expenses on your behalf, you must tell us this clearly in writing. We may only decide to stop acting for you if we have good reason, for example, if you do not pay an interim bill, fail to provide us with instructions or if a conflict of interest arises. We will tell you the reason and give you notice in writing.

If, for any reason, this matter does not proceed to completion, we will be entitled to charge you for any work done and expenses incurred. If your case is funded under an hourly rates arrangement then these costs will be calculated based on the time spent plus expenses incurred up to the date of termination. On fixed fee arrangements, we will break the transaction down into stages and apportion the estimated fee for each stage. You will also be responsible for reimbursing any expenses incurred by us that were not included within the fixed price agreed. Please refer to the 'Abortive Residential Property Transactions' section below for the specific arrangements that apply on residential conveyancing matters.

Under the Consumer Contracts Regulations 2013, you have the right to cancel this contract within 14 days without giving any reason. This only applies where contracts are agreed away from our premises or where we are not both physically present. 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). 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. If you cancel this contract, we will reimburse to you any payments received from you.

13 Abortive Residential Property Transactions

Some residential property transactions do not reach a conclusion for numerous reasons. We reserve the right to charge an abortive fee which will represent a pro-rata payment of the quoted fixed fee or the hourly charges up to the point of cessation of work in accordance with the rate quoted. This shall be subject to a minimum charge of £50.00 plus VAT to cover the administrative costs of opening the file and subsequent storage commitments required. All disbursements and

expenses incurred by us must be payable by you in any event.

As a general guide (as each case will be different) if the matter aborts before the receipt/preparation of draft contracts, then our fee is likely to be 30% of the total of the other fees quoted that would have been payable had the matter proceeded to completion; if the matter aborts once contracts are received/issued, then 65% of the total of the other fees quoted that would have been payable had the matter proceeded to completion; and if the matter aborts after a contract report letter is prepared to you with the papers for signature, then 90% of the total of the other fees quoted that would have been payable had the matter proceeded to completion.

14 Acting for your Lender

Please note that in some Conveyancing transactions, we will also be acting for your mortgage lender. As they will be a client of this firm, we have a duty to make full disclosure to the lender of all relevant facts relating to you, your purchase and mortgage. This will include disclosure of any discrepancies between the mortgage and application and information provided to us during the transaction and any cashback payments or discount schemes which a seller is providing you. If a conflict arises between our duties to you and our duties to the lender, we must cease to act for you.

15 Building Safety Act & Regulations

We expressly exclude any liability arising from issues or matters connected with buildings that fall within the definition of a "Relevant Building" as defined under the Building Safety Act and Building Safety (Leaseholder Protections) Regulations 2022 (BSA&R).

This includes any building that is either:

- Five or more storeys, and/or
- Over 11 metres in height

If you have not already done so, we strongly recommend that you consult a suitably qualified and experienced technical surveyor to advise on the implications of the BSA&R in relation to the property in question. A specialist adviser will be able to:

- Review the relevant documentation and disclosures
- Assess any BSA&R implications
- Recommend further enquiries or reports as necessary

Please note that the BSA&R is a highly complex and technical area, and falls outside our expertise. You should ensure that you obtain appropriate professional advice prior to exchange or completion to avoid unforeseen liabilities.

16 Tax advice

Please note that Walker Solicitors is registered with the HMRC as a 'tax adviser' for the purposes of interacting with the tax authorities on behalf of clients. This is a mandatory requirement by law as without this registration we would be unable to interact with the HMRC in relation to submissions such as SDLT (see section 16 below) on your behalf. The registration is only for this purpose; it does not imply that we are tax advisors, as we are not. We do not offer any form of tax or financial advice to clients. By instructing Walker Solicitors, you acknowledge that you will not receive tax or financial advice from the firm and that, if such advice is required, it is your responsibility to instruct a specialist adviser and, where required, share such advice with us.

17 Property Transaction Tax

Some property and business transactions are subject to a Property Transaction Tax. The most common form is Stamp Duty Land Tax (SDLT).

As part of our commitment to providing clients with the highest standard of service during their property transaction, our firm works alongside Compass - a specialist third-party tax advisory organisation to assist with Property Transaction Tax.

To enable your tax return to be prepared and submitted correctly, we will securely provide Compass with the information necessary to complete the relevant tax assessment. Full details about the Compass service including costs will be set out in the accompanying letter of engagement.

It is our duty to point out that it is your responsibility to provide the correct information to be inserted into the tax return. If the information is incomplete or incorrect, you could be subject to penalties, delays in the processing of the return and difficulties with the registration of the transfer at the Land Registry. In serious cases, you could be subject to prosecution.

18 Data protection/GDPR

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/regulatory compliance. Our use of that information is subject to your instructions, data protection law and our duty of confidentiality.

Please note that our work for you may require us to pass on such information to third parties such as expert witnesses and other professional advisers, including sometimes advisers appointed by another party to your matter. We may also give

such information to others who perform services for us, such as typing or photocopying. Our practice may be audited or checked by our accountants or our regulator, or by other organisations. We do not normally copy such information to anyone outside the European Economic Area, however, we may do so when the particular circumstances of your matter so require. All such third parties are required to maintain confidentiality in relation to your files.

You have a right of access under data protection law to the personal data that we hold about you. We seek to keep that personal data correct and up to date. You should let us know if you believe the information we hold about you needs to be corrected or updated. The person at the firm with overall responsibility for data protection compliance is the Data Protection Administrator, Jonathan Walker, email JWJ@walkersolicitors.com and can be contacted if you have any concerns in relation to our handling of your personal data. The firm is registered with the Information Commissioner. Further information regarding data protection and privacy is available from the Information Commissioner's Office www.ico.org.uk.

Under the General Data Protection Regulation (GDPR) you, as a data subject, have a number of rights. These include the right to be informed, the right of access, the right to rectification, the right to erasure, the right to restrict processing, the right to data portability and the right to object. Further information about these rights is set out on the ICO website referred to above or on our website privacy policy at www.walkersolicitors.com.

We may receive personal data from you for the purposes of our money laundering checks, such as a copy of your passport. These will be processed only for the purposes of preventing money laundering and terrorist financing, or as otherwise permitted by law or with your express consent. You consent to us retaining such data for longer than the five-year statutory period, unless you tell us otherwise.

If you send us personal data about anyone other than yourself you will ensure you have any appropriate consents and notices in place to enable you to transfer that personal data to us and so that we may use it for the purposes for which you provide it to us.

19 Equality, Diversity and Inclusion

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

20 Communications

We shall communicate with you in the most effective way, as agreed between us. You should be aware that the use of e-mail is not secure for confidential matters. We take every precaution to ensure that e-mail is virus free but we cannot guarantee this. If you require correspondence to be addressed to a particular person or marked private and confidential then you must tell us.

21 Identity, disclosure and confidentiality

Verification of identity

In some areas of our work, in order to comply with the Money Laundering Regulations and the Proceeds of Crime Act (and any subsequent amendments) we are required to satisfy ourselves that we are not unwittingly involved in money laundering. The legislation is intended to provide a comprehensive system of client identification procedures, record keeping and mandatory reporting and provide a framework for our procedures.

To both satisfy our regulatory obligations and conduct our identification requirements, we may conduct an electronic verification of your identity. This process includes searching various data sets, including credit databases. We may additionally request you to provide evidence of your identity and address. We will retain copies of any identity documentation for at least five years.

From time to time we may require you to provide evidence of the identity of other connected parties so that we may comply with our statutory obligations. We are entitled to refuse to act for you if you fail to supply appropriate proof of identity for yourself or for any principal whom you may represent.

Costs of verification

We may arrange to carry out an electronic verification of your identity if we consider that a saving of time and cost will be achieved by doing so. The cost of any such search will be charged to you.

We will not usually charge you for undertaking identity verification checks other than the charge applied for electronic verification. However, in some circumstances, the checks are significantly more time-consuming than we would normally expect and in such cases you will be responsible for our charges. For example, when acting for a corporate client with complex structures, we will need to obtain evidence that the person providing instructions has the necessary authority to do so and identify any beneficial owners. We may also need to investigate the sources of funds/wealth. In

such circumstances, we will provide you with an estimate of our charges for this additional work.

Disclosure and confidentiality

Solicitors are under a professional and legal obligation to keep the affairs of the client confidential. This obligation, however, is subject to a statutory exception: legislation on money laundering and terrorist financing has placed solicitors under a legal duty in certain circumstances to disclose information to the National Crime Agency (NCA). Where a solicitor knows or suspects that a transaction on behalf of a client involves money laundering, the solicitor may be required to make a disclosure. If, while we are acting for you, it becomes necessary to make such a disclosure, we may not be able to inform you that it has been made, or of the reasons for it, because the law prohibits 'tipping-off'. Where the law permits us, we will tell you about any potential money laundering problem and explain what action we may need to take.

External firms or organisations may conduct audit or quality checks on our practice. These external firms or organisations are required to maintain confidentiality in relation to your files. We may need to disclose your information to third parties (such as barristers, accountants or government agencies) to enable us to handle your affairs. We may also need to permit third parties (such as our auditors and the Solicitors Regulation Authority) to have access to your information for administrative or regulatory purposes. We may also outsource work. This might be for example costings, research and preparation to assist with your matter. Information from your file may therefore be made available in such circumstances. We will always aim to obtain a confidentiality agreement with the third party. We will not otherwise disclose your information to any third party unless permitted or required to do so by law. If you do not want your file to be outsourced please tell us as soon as possible.

22 Limits on our liability

22.1 Directors and employees of the firm

Subject to clause 20.5, no Director or member of staff of the firm will have any personal liability for work undertaken for you. You agree not to bring any claim personally against any individual Director or member of staff in respect of any loss which you suffer or incur, directly or indirectly, in connection with our services. This will not limit the company's own liability for its acts or omissions.

22.2 Liability limited to £8,000,000.00

Subject to clause 20.5, our liability for losses arising out of, or in connection with, our retainer (including legal costs you incur in pursuing recovery of the

losses, and including interest) shall be limited to the sum of **£8,000,000.00** in respect of any claim against us. In defining what a claim is for the purposes of this clause, all claims against us arising from one act or omission, one series of related acts or omissions, the same act or omission in a series of related matters or transactions, similar acts or omissions in a series of related matters or transactions, and all claims against us arising from one matter or transaction, shall be regarded as one claim.

Subject to clause 20.5 we shall have no liability to any parties except you and any third parties to whom our advice is expressly addressed.

22.3 Searches

Various searches carried out by us (at, for example, but without limitation, the Register of Companies, the UK Intellectual Property Office, the Land Registry, the Central Winding Up Registry) are carried out online using recognised providers. We accept no responsibility or liability arising from reliance upon the results of such searches, if they should subsequently be found to be inaccurate or incomplete.

22.4 Proportionate liability

Subject to clause 20.5, if we are jointly, or jointly and severally, liable to you with any other party we shall only be liable to pay you the proportion of your losses which is found to be fair and reasonably due to our fault. We shall not be liable to pay you the proportion which is fairly and reasonably due to the fault of another party.

22.5 Qualification to limitation of liability

Nothing in these Terms excludes or restricts liability for:

- a) Death or personal injury caused by breach of duty;
- b) Losses caused by the fraud, dishonesty, wilful default or reckless disregard of professional obligations committed by any Director or member of staff within the course of practice or from liabilities which cannot be limited or excluded by law or by rules of professional conduct in force from time to time;
- c) Losses caused when acting for you in a 'contentious business agreement' within the meaning of section 87 of the Solicitors Act 1974.

22.6 Building Safety Act & Regulations

Please refer to the limitation on liability warning provided in clause 15.

23 Client care and complaints

Walker Solicitors is committed to high quality legal advice and client care. If there is any aspect of our service with which you are unhappy, please refer it to me in the first instance.

If you remain unhappy about any aspect of the service you have received, about the bill, or in relation to our handling of your personal data, please contact the Client Care Director who is the person who deals with these matters and who will be prepared to meet with you to discuss your complaint. You can obtain a copy of our complaints procedure by contacting our office. Alternatively, it can be obtained online at www.walkersolicitors.com.

We have eight weeks to consider your complaint. If we have not resolved it within this time, or if you are not happy with our handling of your complaint, then you can have the complaint independently looked at by the Legal Ombudsman who is responsible for investigating complaints about service issues with law firms.

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. Contact details for the Legal Ombudsman are as follows:

Address: PO Box 6167, Slough, SL1 0EH
Telephone: 0300 555 0333
Website: www.legalombudsman.org.uk

The Solicitors Regulation Authority (SRA) can help you if you are concerned about our behaviour. This could be for things like dishonesty, taking or losing your money or treating you unfairly because of your age, a disability or other characteristic. Further information is available at: www.sra.org.uk/consumers/problems/report-solicitor.

At Walker Solicitors we are committed to providing equality for all and we oppose any form of discrimination.

24 Referral arrangements

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

25 Provision of instructions/joint

instructions

Unless we are acting for you personally, you should tell us, at the outset of a matter, who is properly authorised to provide us with instructions. For the avoidance of doubt, we are not under any obligation to accept instructions from parties whom have not been authorised by you.

If we are instructed by more than one person or more than one representative of a company or other body, which is our client, we are entitled to act on the instructions of any one of such persons and to correspond with any of such persons unless otherwise agreed. In this situation there will be no rights of confidentiality between such persons or representatives so that all information and documents can be shared with any one of you. If there is a difference of opinion on your instructions you may need to be separately represented and if a conflict of interest arises between you or your representatives, we may have to cease acting for both or all such persons or companies.

Where our engagement letter is addressed to more than one person, or where we have agreed with the addressee of our engagement letter to act for another person as well, each of you shall be jointly and severally liable for our fees and disbursements and other costs, so that each of you is jointly responsible for ensuring that our bill is paid, and we can pursue all or any one of you for the whole amount that is due to us. This shall be the case regardless of any agreement you may have entered into with anyone else regarding the payment of our fees, disbursements, and other costs.

26 Cybercrime

Cybercrime and email-related fraud is on the rise. You should be alert to the possibility that a fraudster might deliberately misrepresent himself or herself as a member of, or as someone acting on behalf of, or working with our firm for criminal purposes. Such scams normally originate by email. Often the email will suggest there has been a change in bank details or request personal or financial information in order that money can be paid to them.

Please note, we will **not** be changing our bank details during the course of acting for you. We will never request or supply bank account details by email or text message. If you receive any such message requesting your bank account details, passwords or other personal information relating to your banking activities please contact the person at this firm who is handling the particular matter on your behalf to which the request for information relates to ensure that the request to you was legitimate. Prior to transferring funds to our account, you should contact us to verify our

account details. We will not accept any liability for any loss or otherwise if you transfer money to an incorrect or fraudulent bank account.

If we receive any communication from you informing us of a change to your account details or instructions for payment, we will not make any payment until such time as we have been able to confirm those instructions directly with you. If you do change your bank details whilst we are acting for you please notify us in person or in writing as soon as possible to ensure that this does not result in any delay as we will need to verify the change directly with you to ensure that they are not from a fraudulent source. We do not accept any change notifications by telephone.

27 Applicable law

Our relationship with you will be governed by English law and will be subject to the exclusive jurisdiction of the courts of England and Wales. However, we may bring legal proceedings in any other jurisdiction, including the jurisdiction where you are domiciled or based, to recover fees or other sums payable to us.