

**PARRY DAVIES CLWYD-JONES & LLOYD LLP/  
ELWYN JONES & CO.**

**GENERAL TERMS OF BUSINESS**

**1. Introduction**

1.1 These terms set out the basis upon which we, Parry Davies Clwyd Jones & Lloyd LLP/Elwyn Jones & Co, act for clients and will apply to all matters upon which we are instructed. Any updates to these terms will be notified to clients prior to instructing us on any new matters. Clients may also receive a separate engagement letter dealing with specific circumstances of the matter or matters upon which we are instructed.

**2. Client Contact**

2.1 Clients are notified of the name of the person having overall conduct of each matter on which we are instructed and any changes to this. Other solicitors, trainees or paralegals may be involved where this is appropriate and efficient. This may be because the work can be carried out more cost effectively, input is required from specialist solicitors in other departments and/or the person having overall conduct is not in the office or is away on holiday.

**3. Instructions**

3.1 We are only able to provide advice to clients based on information and documents disclosed to us. It is therefore important that clients promptly provide all relevant information or documentation that they have in their possession to enable us to properly advise them. Clients must immediately inform us if they become aware of any other information or documentation which might have any effect on the advice given by us.

3.2 We accept instructions strictly on the basis that clients will at all times act in accordance with a duty of utmost good faith in all dealings with us and will fully disclose all information in their possession which is (or may be) relevant to a transaction or matter on which we are instructed. We will not be liable in respect of any damage and/or loss suffered as a consequence of a client's breach of this duty, any delay in producing or failure to produce information or documentation or other breach of these terms and the right to raise such claims is expressly waived and excluded by clients.

3.3 Breach by a client of this duty of good faith will entitle us to cease work immediately on any matters then active irrespective of the impact this may have upon any ongoing transactions and/or decline to continue to act for that client both in respect of the matter to which the breach relates and generally and we will also then raise a final bill for any outstanding work. If we continue to act, failure to produce information, documentation or other breach of the duty of good faith may impair our ability to properly advise, cause delay and increase costs.

**4. The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 (applicable only to non-commercial clients)**

4.1 If our instructions to act arose from a meeting (or other communication) that occurred with a representative of our firm who was not then at our office, it would be an "off-premises" contract; and as such (unless the payment for the services by you would not exceed £42 – e.g. a legal aid matter subject to no contribution), you would have a right to cancel your instructions to this firm (by letter, fax or e-mail) within 14 days of the day after

the date that you contacted/instructed this firm. If you cancel the contract within that 14 day period, but in the meantime you instruct us to carry out an item of work, and we carry it out, you would be liable to pay our reasonable costs for that work. Also, if you authorise us to commence work and thereafter give notice of cancellation, by which time we have completed the matter, again you would be liable to pay our reasonable costs for that work. However, subject to this point, if you exercise your cancellation right, you would not be charged for our services.

4.2 If we have been instructed to act for you otherwise than as described above, this would be an "on-premises" contract, with no right of cancellation; although you would be entitled to terminate our retainer (as mentioned elsewhere in this document).

4.3 If you return these Terms and Conditions of Business, duly signed, then this would amount to your authority to proceed with this matter, with any cancellation right having been waived; and once we have started the work, you may be charged if you then cancel the instructions. As mentioned above, during the course of the matter you would be entitled to terminate our retainer.

**5. Disbursements (Private Paying Clients Only)**

5.1 During the course of a matter we may have to incur expenses and make payments to third parties on a client's behalf ("disbursements"). Such items may include search fees, stamp duty, stamp duty land tax, land transaction tax, Land Registry fees, court fees, enquiry agents/process servers charges, agents fees, counsels and experts fees and travelling expenses. If we incur exceptional overheads, e.g. high volume photocopying, these costs will be charged to clients as an additional cost.

5.2 We may request clients to make a payment on account of disbursements and, in particular, will generally require cleared funds prior to incurring disbursements.

**6. Costs in contentious matters**

6.1 Private Paying Clients are personally responsible for all fees incurred in dealing with contentious matters regardless of any court order or award made against another party. Any such orders or awards are unlikely to cover the full legal costs we incur on a client's behalf. The other party may be incapable of paying what they have been ordered to pay and, if they are in receipt of legal aid, clients may not recover their legal costs even if successful in the proceedings due to rules governing legally aided persons. If a client's claim or defence is unsuccessful it is likely that they will have to pay their opponent's legal costs as well as their own.

**7. Insurance**

7.1 Clients should also consider, particularly in contentious matters, whether their legal costs or potential legal liability might be covered under an insurance policy they have already taken out. For private clients it may be that their home insurance or motor policies incorporate legal fees insurance. Some insurers offer corporate clients legal expense insurance and membership of a professional body may also provide for assistance with legal advice. For contentious matters it may be possible to obtain insurance cover both in relation to risks of having to pay an opponent's legal costs and the client's own legal costs.

**8. Cost benefit and risk**

8.1 We will endeavour to advise clients when in possession of all

the relevant information/documentation of whether the likely outcome in a matter will justify the expense or risk involved including, if relevant, the risk of having to bear an opponent's costs in contentious matters.

#### **9. Interim Billing (Private Paying Clients only)**

9.1 It is our normal policy to deliver each month a bill for work undertaken during that month. VAT at the rate applicable to the service provided will be added to our fees and disbursements. All such interim bills are final bills for fees and disbursements incurred during the period stated in the bill. Should the fees in any month reach in our view a significant level, we reserve the right to raise an interim bill for the work done to that date immediately. In addition, we may deduct fees outstanding from any funds held or received by us irrespective of whether these have been designated by you as relating to any particular transaction or as being for any particular purpose.

#### **10. Payment and lien (Private Paying Clients only)**

10.1 At the time of receiving initial instructions or during the course of work we may ask a client for payment on account of our fees. In the absence of any other arrangement, bills fall due for payment upon presentation. We reserve the right to charge interest on unpaid bills at the rate currently being payable on judgement debts (at the time of preparation of these terms 8 per cent).

10.2 In the event of non-payment of our bills or requests for a payment on account of disbursements and/or our fees we reserve the right to cease work immediately on any matters then active irrespective of the impact this may have upon any ongoing transactions and/or decline to continue to act both in respect of the matter to which the unpaid bill or request for a payment on account relates and generally and will also then raise a final bill for any outstanding work. Until payment is received for all outstanding bills and unbilled work in progress we may exercise a lien or charge over any property (including but not limited to files) belonging to the client which has come into our possession in the course of our retainer.

10.3 Where we cease to carry out work or decline to act as a consequence of a client's failure to make payment, other breach of these terms or other reasonable cause then that client will have no claim against this firm, its partners or employees in respect of any damage suffered (and waive any claim that client would otherwise have had) whether a direct or indirect consequence of our so ceasing or declining to act.

#### **11. Investment Advice and Insurance Mediation**

11.1 Parry Davies Clwyd Jones & Lloyd LLP/Elwyn Jones & Co is not authorised by the Financial Conduct Authority to give investment advice. However, we can provide certain limited services in relation to investments provided they are closely linked to the legal services we are providing to clients, as we are regulated by the Solicitors Regulation Authority, and we are included on the register maintained by the Financial Conduct Authority as carrying on insurance mediation activity, which is broadly the advising on, the selling of and the administration of insurance contracts. The register can be accessed via the Financial Conduct Authority website at [www.fca.org.uk](http://www.fca.org.uk)

#### **12. Money Laundering, Terrorist Financing and Transfer of Funds (Information on the Payer) Regulations 2017 as**

#### **amended by the Money Laundering and Terrorist Financing (Amendment) Regulations 2019**

12.1 We are required to operate an anti-money laundering practice and procedure. Our practice and procedure complies with the above regulations. This involves customer due diligence and a risk assessment.

12.2 We will ask clients to provide information in respect of the funding of the matter and/or the costs to be incurred. We will require evidence of the identity of any third party funding and will not accept any funds in advance of such evidence being provided. An electronic identification check may be required, at a cost of £4plus VAT per person. Further, we cannot accept instructions to pay monies to a third party except in the proper course of a transaction. We do not accept cash payments in excess of £500.00. If cash is deposited directly with our bank we reserve the right to refuse to accept it.

12.3 If, under Money Laundering legislation, we consider that we are obliged to make a report to an appropriate authority, we will not be liable for any loss arising as a result of making such report.

#### **13. Interest on client account**

13.1 We account to Clients for interest on money held in Client Account in accordance with our Client Interest Policy, a copy of which is available on request.

#### **14. Outsourcing**

14.1 We do outsource certain activities and we have audited and checked the outsourcing providers' confidentiality processes. A central register of Outsourcing Providers is kept and is available for inspection upon request.

#### **15. Commission received**

15.1 Unless otherwise agreed we account to clients for the whole of any commission received in respect of any client's business.

#### **16. Communication**

16.1 We will normally communicate with you in writing unless an alternative form of communication is deemed more appropriate. This can be by letter, telephone, fax or e-mail .

16.2 We will communicate with clients by email should that prove the most appropriate method of communication. Whilst we take all reasonable steps to try and identify any software viruses, any document or attachment may nevertheless contain viruses which our anti-virus software has failed to identify. Clients should therefore carry out their own virus checks before opening any documents from us. Furthermore, electronic transmission of information cannot be guaranteed to be secure or error free and information could be intercepted, corrupted, lost, destroyed, arrive late or incomplete or otherwise be adversely affected. We and clients each accept these risks and authorise email and electronic communication between us and will each be responsible for protecting our own systems and interests in relation thereto.

#### **17. Data Protection**

17.1 All information that we hold concerning a client as an individual will be held and processed by this firm strictly in accordance with the provisions of the Data Protection Act 2018 and the UK General Data Protection Regulation (GDPR), other

relevant UK legislation and our professional duty of confidentiality, . We are a controller under the regulations and responsible for your personal data. We will only use your personal data when the law allows us to. Most commonly, it will be used to provide clients with legal services, when it is necessary for our legitimate interests and your interests and to comply with a legal or regulatory obligation. We will not, without a client's consent, supply a client's name and address(es) to any third party except where (1) such transfer is a necessary part of the legal services that we undertake or (2) we are required to do so by operation of law. We will retain your personal data for as long as is reasonably necessary to fulfil the purpose we received it and for the purpose of satisfying any legal, accounting or reporting requirements.

17.2 As an individual a client has a right under the GDPR to request access to your personal data, to request a correction of the personal data we hold, to request erasure of your personal data, to object to the processing or the restriction of processing of your personal data and to request the transfer of your personal data. Where we are relying on consent to process your personal data you can withdraw consent at any time.

17.3 We have a Privacy Notice displayed in all our offices and we have a Data Protection Policy. You can request a paper or electronic copy at any time by contacting the Data protection Officer (DPO) Dafydd Rhun ([dafyddrhun@pdcjl.com](mailto:dafyddrhun@pdcjl.com)) If you wish to exercise any of your rights under the GDPR please contact the DPO

## 18. Storage of documents and data

18.1 We usually retain files free of charge for a period of six years from the conclusion of a matter. A destruction date will be given to the file upon completion of the matter. We do not, due to the volume of files we store, issue any further reminders. If a client wishes us to retain their file(s) longer than the destruction date given, we reserve the right to make a reasonable charge for doing so. We do not destroy any documents such as wills, deeds or other securities which clients may ask us to hold in safe custody. No charge will be made for such storage unless notice in writing is given to clients that a charge will be made from a future date.

18.2 Further information in respect of the retention of data appears in the Privacy Notice referred to above. The Money Laundering Regulations impose a limit of five years in keeping personal data. However, as mentioned above it is our practice to keep the data for a period of six years and in accepting our terms and conditions you will be giving consent to the keeping of the personal data for the six year period. If you do not wish to give your consent, then please contact us.

## 19. Termination of retainer

19.1 Clients may terminate their instructions to us in writing at any time. We reserve the right to terminate the retainer for any reason we reasonably think fit. Following termination, clients are still liable to pay all fees, disbursements and expenses accrued to that time. We will normally record the termination in writing.

## 20. Complaints

20.1 We aim to offer our clients a friendly and efficient service. During the course of the matter, if there is any aspect about which you are concerned or require clarification, then please raise it with the person who is handling the matter, with a view to the matter

being resolved quickly. If you remain concerned or we could not agree an appropriate course of action, then your complaint would be referred to Lena Rees Davies ([lenadavies@pdcjl.com](mailto:lenadavies@pdcjl.com)) the firm's client care partner who would contact you, and attempt to resolve the matter to your satisfaction.

20.2 The Firm has a Complaints Procedure document, which is available on request from our offices, and which would be sent to you should you make a complaint. Your right to complain might relate to the way in which your matter is being handled, or about a bill that we issue. In the case of a complaint about a bill, there might also be a right to object to the bill be applying to the court for an assessment of the bill under Part III of the Solicitors Act 1974. However, we would point out that if all or part of a bill remains unpaid, we may be entitled to charge interest, such entitlement being set out above.

20.3 We have eight weeks to consider your complaint. If you remain dissatisfied at the end of our complaints process, you would then be at liberty to contact the Legal Ombudsman, an organisation which investigates complaints about poor service from lawyers. The Legal Ombudsman can investigate complaints up to six years from the date of the problems happening or within three years of when you found out about the problem. If you wish to refer to your complaint to the Legal Ombudsman, this must be done within six months of our final response to your complain.

20.4 If you would like more information about the Legal Ombudsman, their contact details are as follows:-

- Visit [www.legalombudsman.org.uk](http://www.legalombudsman.org.uk)
- Call 0300 555 0333 between 8.30am to 5.30pm (calls to 03 numbers will cost no more than calls to national geographic numbers (starting 01 or 02) from both mobiles and landlines. Calls are recorded and may be used for training and monitoring purposes).
- For minicom call 0300 555 1777.
- e-mail [enquiries@legalombudsman.org.uk](mailto:enquiries@legalombudsman.org.uk)
- Postal address: Legal Ombudsman, P.O. Box 6806, Wolverhampton, WV1 9WJ.

20.5 We are regulated by the Solicitors Regulation Authority.

## 21. Limitation of Liability

21.1 In common with other professional advisers it is our policy to cap our liability in relation to work undertaken for clients. Therefore, the total liability to a client its members or employees or any third party instructed by us on a client's behalf, whether in contract tort or under statute or otherwise for any loss or damage however caused (including by our negligence) suffered by a client in connection with all work in respect of a particular transaction shall be limited to the amount of Parry Davies Clwyd Jones & Lloyd LLP/Elwyn Jones & Co's professional indemnity insurance cover in place at the time any claim for such loss or damage is made save that such limit shall in any event not be lower or such higher sum as the minimum indemnity insurance figure from time to time required by the Solicitors Regulation Authority.

21.2 The provision of legal advice and services to which these General Conditions of Engagement apply, and the duties owed relating thereto, are solely provided and owed by Parry Davies

Clwyd Jones & Lloyd LLP/Elwyn Jones & Co and not by any one or more of the members of the firm or persons engaged or employed by the firm, and you agree that you will not bring any claim against (or name in any proceedings) any such member or other individual personally in respect of any loss relating to such provision or duties.

21.3 Where a client in any way breaches the terms of our retainer and as a consequence we cease or decline to act or delay taking action or appropriate steps, then the client waives all claims which he or she or it might otherwise have had against us.

21.4 This limitation on our liability to a client shall not apply to any loss caused by our fraudulent conduct or reckless disregard of our professional obligations nor where the law prohibits us from limiting our liability to you.

21.5 If you wish the amount or nature of this limitation on any particular matter to be changed you must raise the matter in writing with us prior to accepting these terms.

21.6 For the avoidance of doubt, in any joint action a client may take against its advisers including ourselves it is a condition of our acting that our share of liability is not increased as a result of arrangements a client may make with other advisers limiting their liability to that client or as a result of the inability of the other parties to pay. Therefore, in any joint action our share of liability to a client will be limited to what it would have been if there was no limitation on the liability of the parties. If clients wish to discuss this they should let us know before accepting these terms.

## **22. Tax advice**

22.1 Any work that we undertake for clients may have tax implications or necessitate the consideration of tax planning strategies. Unless expressly agreed with clients, we do not provide taxation advice. Where appropriate, we shall be pleased to do so if requested. Where we agree to provide taxation advice such advice will be subject to a separate engagement letter which will identify the nature and extent of the taxation advice that we have agreed to provide.

## **23. Authority to disclose**

23.1 The firm is Lexel and Conveyancing Quality Scheme accredited. As a result of this we are or may become subject to periodic checks by outside assessors: The Legal Aid Agency, Accountants and Auditors. This could mean that your file is selected for checking, in which case we would need your consent for inspection to occur. All inspections are, of course, conducted in confidence. If you prefer to withhold consent, work on your file will not be affected in any way. Since very few of our clients do object to this we assume, unless you notify us to the contrary. We will also assume, unless you indicate otherwise, that such consent will extend to all future matters which we conduct on your behalf. If you would prefer to withhold consent please put a line through this section in the copy letter for return to us.

## **24. Confidentiality**

24.1 Any information acquired by us in connection with matters conducted on behalf of clients which is not already in the public domain is confidential and will not be used or communicated to third parties except in accordance with clients' instructions, as required by law and/or Law Society regulations or as referred to below.

## **25. Third Party Rights**

25.1 The existence of any retainer with clients and the provision of advice under it shall not create or give rise to any third party rights except in the case of members and employees of the firm, who may rely on this right. Accordingly, the application of any relevant legislation purporting to confer such rights shall be and is hereby excluded and we shall not be liable to any person other than a client in relation to advice provided in respect of a particular transaction.

## **26. Miscellaneous**

26.1 These General Conditions together with the engagement letter ("Terms of Engagement") constitute the entire agreement between us in relation to the services we are to provide. Any modifications or alterations to them are only effective if agreed in writing between us.

26.2 Every provision (and each part thereof) contained in the Terms of Engagement shall be severable and distinct from every other provision (and every other part of a provision) and if at any time any one or more of such provisions or any part thereof is or becomes invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions and each part thereof shall not in any way be affected thereby.

## **27. Applicable Law**

27.1 Our Terms of Engagement shall be governed by and construed in accordance with the laws of England and Wales and the parties consent to the exclusive jurisdiction of the courts of England and Wales in all matters connected with them