

# **TWOMLOWS Solicitors and Advocates**

## **Terms and Conditions of Business**

Our business is authorised and regulated by the Solicitors Regulation Authority (SRA), the regulation body for Solicitors, under registration number 653973. The SRA Code of Conduct and other rules and legislation require the clients of solicitors be informed of certain terms of business, so that you can make informed decisions about your case. The terms set out below are our general terms and conditions of business. You will also receive a separate letter (“the engagement letter”) which sets out the particular terms relating to the work we will do for you. These two documents contain the terms and conditions of business which apply to our relationship with you. You will be asked to sign and return a copy of the engagement letter confirming that you agree our terms and conditions. If you fail to return the engagement letter duly signed your continuing instructions will amount to acceptance of these terms and conditions and the terms and conditions set out in the engagement letter. Where there is any inconsistency between these general terms and conditions and the engagement letter then the terms contained in the engagement letter will prevail.

### **OUR AIM**

- 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 in this statement the basis on which we will provide our professional services and how you can help us.

### **OUR HOURS OF BUSINESS**

- The normal hours of opening at our offices are between 9.00am and 5pm on weekdays. Some close at lunchtime between 1.00pm and 2pm. Messages can be left on the answer phone outside those hours, or sent by fax or e-mail. Appointments can be arranged at other times when this is essential.

### **PEOPLE RESPONSIBLE FOR YOUR WORK**

- Please refer to the letter accompanying this agreement.

### **OUR SERVICE LEVEL AND COMMITMENT TO YOU**

We will:-

- REPRESENT your interests and keep your business confidential.
- EXPLAIN to you the legal work which may be required and the prospects of a successful outcome.
- MAKE SURE that you understand the likely degree of financial risk which you will be taking on.
- ADVISE YOU if legal aid or other assistance might be available to you.
- KEEP YOU regularly informed of progress or, if there is none, when you are next likely to hear from us.
- TRY to avoid using technical legal language when writing to you – tell us when we fail in this aim!
- DEAL with your queries promptly, for example, we will always try to return your telephone calls on the same day and if this should not be possible on the next working day.

### **HOW YOU CAN HELP US**

- Give us clear, timely and accurate instructions.
- Tell us if you have any important time limits.
- Make sure that we have understood each other correctly. Ask if you are not sure about anything.
- Deal promptly with any questions that arise.
- Provide all documentation and information required to complete the transaction in a timely manner
- Safeguard any documents which are likely to be required for discovery
- Check whether any insurance policy or membership you hold provides legal expenses cover for this type or matter and notify us accordingly
- Keep in regular touch. Don't feel afraid to ask for a progress report if you are worried about anything or do not hear from us when you expect to.
- Help us plan our working day. Unless it is urgent write to us rather than telephone. Make an appointment if you want to see someone. Please avoid unnecessary calls and appointments – these can only add to the costs.

## **COMPLAINTS**

- We are confident of providing a high quality service in all respects. However, if a problem arises at any time, including the conduct of the case or our bill, please make an appointment to see the fee earner handling your case or the person named in the accompanying client care letter as having responsibility for overall supervision of your matter so that we can talk about your concerns.
- If that does not provide the solution, you may refer the matter to Mr Christopher Prigg, (or Mrs Molly Twomlow if Mr Prigg is the person handling your file) one of the partners, who will fully investigate your complaint and provide a full written response within a period of 28 days. Should you require a copy of our written complaints procedure this can be provided on request.
- We have 8 weeks to consider your complaint. If we have not resolved it within this time or you are not satisfied with our handling of your complaint, you can ask the Legal Ombudsman to consider the complaint. The Legal Ombudsman for England and Wales can be contacted by post at PO Box 6806, Wolverhampton, WV1 9WJ, by phone on 0300 555 0333 or by email at [enquiries@legalombudsman.org.uk](mailto:enquiries@legalombudsman.org.uk). Their website can be found at [www.legalombudsman.org.uk](http://www.legalombudsman.org.uk) For the Legal Ombudsman to deal with your complaint the problem must ordinarily have occurred after 5<sup>th</sup> October 2010. Subject to the above Scheme Rules, and the Legal Ombudsman's discretion to extend the time limits, you will need to bring your complaint to the Legal Ombudsman within six months of receiving a final written response from us about your complaint; **and** no later than 6 years from when the problem (act or omission) occurred **or** no later than 3 years from the date, you should reasonably have known that there was cause for complaint. If you are unsure about these time limits and how they apply to your matter, please contact the Legal Ombudsman's office, using the contact details shown above, to clarify the position

### **Please Note**

- If your complaint is specifically about our bill, you have the right to object to it and apply for an assessment of it under part III of the Solicitors Act 1974. If you should choose to exercise this right, and the court is assessing our bill, you may be unable to use the Legal Ombudsman service.
- If you are complaining as a business client, unless you are a "micro business" (as defined by the European Union), you may not be able to use the Legal Ombudsman scheme and should check the guidance on Legal Ombudsman's website.
- If you refer your complaint to the Legal Ombudsman as a trustee or personal representative (executor/administrator) or beneficiary of the estate/trust of a person who, before they died, had not referred the complaint to the Legal Ombudsman the period runs from when the deceased should reasonably have known there was cause for complaint; and when the complainant (or the deceased) should reasonably have known there was a cause for complaint will be assessed on the basis of the

complainant's (or deceased's) own knowledge, disregarding what the complainant (or the deceased) might have been told if he/she had sought advice.

- If the ombudsman considers there are exceptional circumstances (e.g. serious illness or you were still within the time limits when you made your initial complaint to them) then he/she may extend any of the above time limits to the extent that he/she considers fair.

## **CHARGES AND EXPENSES**

- At the outset we will discuss how costs and expenses are to be met and whether you may be eligible for legal aid – we can make the application for you – or whether some form of Contingency Fee Agreement (“no win, no fee”) would be appropriate. You may already have insurance cover for this or be entitled to help from some other organisation.
- If you are granted legal aid your fees will be paid in full by the Legal Aid Agency or Crown Court. However, if yours is a case which proceeds to the Crown Court, then your means will be assessed and you may be required to make a contribution to the cost of your defence. If you are subsequently acquitted then this contribution will be returned to you. You will receive further detailed information on this should your case proceed to the Crown Court but please note that if you apply for legal aid and it is refused because of your means you will be obliged to pay our fees on the basis set out below. Even if you are acquitted and awarded costs out of central funds by the judge you will only be reimbursed at legal aid rates (which are lower than our hourly rates). You are unlikely therefore to recover all that you have paid us for costs and disbursements.
- We will give you the best information we can as to the likely cost either by agreeing a fixed fee with you, giving you an estimate of costs or giving the best indication we can at that stage of the likely costs.
- Where we accept conduct your case, we do not usually receive commissions or referral fees and therefore, other than our fees will not normally receive from a third party any financial benefit as a result of accepting your instructions
- When we have given you a specific estimate of costs of a particular transaction we expect to be able to keep to that figure but if any matters arise which cause unexpected additional work we do reserve the right to amend that estimate. Should this become necessary we will write to you immediately.
- In all other cases our charges will be calculated mainly by reference to the time actually and necessarily spent by the solicitors and other staff in respect of any work which they do on your behalf and/or the value of the transaction. This will include meetings with you and perhaps others, reading and working on papers, correspondence, telephone calls, preparation of any detailed costs calculations, and time spent travelling away from the office when this is necessary.
- Routine letters and emails are charged as 6 minute units of time and we charge for the time spent on making and taking routine telephone calls in 6 minute units and considering incoming letters

and emails at units of 3 minutes per page. Longer letters and telephone calls may be specifically timed and charged accordingly.

- Details of our current hourly rates for this work (if it is to be charged on this basis) are set out in the accompanying letter. We will add VAT to those at the rate that applies when the work is done. At present VAT is 20%. We charge a premium of 25% of the usual hourly rate if we are required to work outside normal office hours.
- These hourly rates have to be reviewed periodically to reflect increases in overhead costs and inflation. Normally the rates are reviewed with effect from 1 January each year. 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 matters involving court proceedings, if your case is unsuccessful, or you are successful but the court does not make a costs order against your opponent, we may be prepared to charge you at such discounted rate as may be set out in the accompanying letter. Letters and telephone calls will be charged as above on the basis of the discounted hourly rate and any interim bills will be calculated at the discounted rate.
- In property transactions, in the administration of estates and in transactions involving a substantial financial consideration or benefit to the client, fees may be calculated both by reference to the time spent and also by reference to a value element based on e.g. the price of the property, the size of the estate or the value of the financial benefit. The value element reflects the importance of the transaction and the resultant risk and responsibility falling on the firm.
- Solicitors have to pay out various expenses on behalf of our Clients ranging from Land or Probate Registry fees, court fees, experts' fees, and so on. We have no obligation to make such payments unless you (or the LAA) have provided us with the funds for that purpose. VAT is payable on certain expenses. We refer to such payments generally as "disbursements" and they will be added to your bill.
- Once we have received cleared funds from you, these will be transferred from our Client Account to our Office Account to enable us to discharge all fees and disbursements incurred on your behalf. This transfer will be made without further reference to you and this document constitutes notice of this transfer of funds.
- All statements of account are supplied with Errors and Omissions Excepted; accordingly, changes may be made following completion of a property transaction or other matter as a consequence of changes to the figures provided by you or others. In these circumstances, a final account will follow.
- We cannot accept monies from clients or third parties unless we are satisfied as to the source of funds and we may be unable to accept such payments if we are unable to comply with our professional obligations.

- Save where a client enters into a conditional fee agreement, the fees are payable whether or not a case is successfully concluded or a transaction completed. If any case or transaction does not proceed to completion for any reason, then we shall be entitled to charge for work done to date on the basis set out above.

## **PAYMENT ARRANGEMENTS**

- Property transactions. We will normally send you our bill following the exchange of contracts and payment is required on a purchase prior to completion, and on a sale at completion. If sufficient funds are available on completion of a sale and we have sent you a bill, we will deduct our charges and expenses from those funds.
- Administration of estates. We will normally submit an interim bill at regular stages during the administration, starting with the obtaining of a Grant. The final account will be prepared when the Estate Accounts are ready for approval.
- Personal injury action. The firm may offer you what is known as a *conditional fee agreement*. The basis of fees under a conditional fee agreement will be discussed at the time such an agreement is to be entered into. It will also be a condition of entering into such an agreement that the client takes out a separate Insurance Policy to cover certain costs and disbursements. Again, such Insurance will be discussed with the client prior to such Insurance being effected.
- Other cases or transactions. It is normal practice to ask Clients to pay sums of money from time to time on account of the charges and disbursements which have been incurred or which are expected in the following weeks or months. It is helpful if clients meet such requests with prompt payment to avoid any delays in the progress of their case. In transactions or cases likely to continue for more than one-month, interim accounts covering the work already carried out will normally be rendered at least quarterly. We find that this helps Clients in budgeting for costs as well as keeping them informed of the legal expenses which are being incurred. In the event of any bill or request for payment on account not being paid on time we reserve the right to decline to act further in the case including not attending at any hearing or filing any documents to comply with court directions. The full amount of work done up to that date will be the subject of a final account which will be sent to you for payment.
- In cases or transactions continuing for some period, many clients find it convenient to arrange regular payments on account by way of bank standing order. We will provide our bank details to enable you to set up the standing order.
- In any matter where monies are recovered or held on behalf of a client we reserve the right to deduct from such monies the amount of costs and/or disbursements then outstanding.
- Except in Legal Aid matters, we will be entitled to exercise a lien over your file of papers until our costs and disbursements have been paid in full.

- Payment is due to us within 14 days of our sending you a bill. Interest will be charged on a daily basis at 15% from the date of the bill in cases where payment is not made within that period.

### **COSTS RECOVERED AND PAYABLE**

- It is important that you understand that you will be responsible for paying our bill/s.
- In some litigation cases a successful client may be entitled to the payment of costs by some other party to the proceedings. However, it is rare for the system of “assessment” of costs, as it is known, to result in the other party having to pay the full amount of costs incurred by the client with their own solicitor. If the other party is in receipt of Legal Aid no costs are likely to be recovered. In the event that a client is successful, and costs do fall to be paid by the other party, interest can be claimed on those costs against the other party as from the date on which the order for costs was made. To the extent that any of the fees and disbursements of this firm have been paid on account by the client we will account to the client for such interest but will otherwise be entitled to retain it.
- Clients must note that the primary liability for costs incurred with us is that of the client even in a case where it is expected that an order for costs will be obtained against another party.
- 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.
- Clients who enter into a conditional fee agreement with us will be separately advised of the basis of costs recovery.
- In both civil and criminal matters, you can sometimes be called upon to pay the other party’s costs and these will often be more than the costs which you would have incurred with us. Costs can be ordered during the case as well as at the end of it.
- There is a scheme available whereby by paying a premium you can in some circumstances insure against having to pay the other side’s costs but this scheme is not available in all instances and where it is available, it would cover the other side’s costs which you might have to pay at the conclusion of the case and not any costs which may be ordered during the case. We will discuss this with you if we think it appropriate
- 6.5 In criminal cases, details about the Victim Surcharge and Prosecution Costs will also be set out as appropriate in our client care letter.

### **INTEREST PAYMENTS**

- Any money received on your behalf will be held in our Client Account. Subject to the terms of this paragraph, interest will be calculated and paid to you in accordance with the SRA Accounts Rules 2011. If we hold client money, for more than 7 days, fair and reasonable interest will be paid at the rate from time to time payable on Royal Bank of Scotland plc’s Designated Client Accounts less a sum of £20.00 to take into account the administrative costs of calculation and payment in respect of each amount of interest as and when calculated. We will not pay interest if the total interest so calculated is less than £100. Subject to the above, the period for which interest will be paid will normally run from the date(s) on which cleared funds are received by us until the date(s) of issue of any cheque(s) in discharge thereof

- Where religious considerations impact upon the payment or receipt of interest, the firm will deal with the issue sympathetically and on each case individually.
- Where a Client obtains borrowing from a lender in a property transaction, we will ask the lender to arrange that the loan cheque is received by us a minimum of 4 working days prior to the completion date. If the money can be telegraphed, we will request that we receive it the day before completion. This will enable us to ensure that the necessary funds are available in time for completion. Such Clients need to be aware that the lender may charge interest from the date of issue of their loan cheque or the telegraphing of the payment.
- Mrs Molly Twomlow is the designated Compliance Officer for Finance and Administration

### **COMMUNICATION BETWEEN YOU AND US**

- We will aim to communicate with you by such method as you request. If you have any particular requirements please make this clear at the outset of the matter. Unless you withdraw consent we will communicate with you and others when appropriate by email or fax but we cannot be responsible for the security of correspondence and documents sent in this way. We do not currently encrypt our outgoing email messages. If you provide us with an email address we assume that you are happy for us to communicate with you via email and to store your emails.
- Due to the increased risk of fraud and cybercrime it is our policy not to communicate bank details by email. If you receive any email communication purporting to be from Twomlows which provides you with bank details and asks you to pay money into an account please do not so. Instead, please contact the lawyer dealing with your matter.

### **CONFIDENTIALITY**

- We are obliged to maintain client confidentiality under the SRA Code of Conduct. Information which you give to us in respect of your matter will not be disclosed to anyone else.
- However, if on your authority, we are working in conjunction with other professional advisers acting for you (such as accountants, barristers, financial advisers etc.) we will assume we can disclose any relevant aspect of your affairs to them.
- Further, the Firm has reporting obligations imposed on it under and in terms of the Proceeds of Crime Act 2002, the Money Laundering, Terrorist Financing and Transfer of Funds (Information on the Payer) Regulations 2017 ('Money Laundering Regulations 2017'), the Terrorism Act 2000 and related Statutory Instruments which, in certain circumstances, require disclosure of confidential information to the National Crime Agency. In such circumstances we may be prohibited from notifying you of such a report and we may be required to cease to continue to do any work on your matter until such time as we receive formal authorisation from the authorities to do so. We shall incur no liability to you for any loss, damages, penalties, interest, costs or charges which you may suffer or incur if we are so prohibited from acting, or delayed in continuing to act on your behalf.

## **AUDITING FILES & CONFIDENTIALITY**

- 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.
- In particular, the firm is working towards the Lexcel Quality Standard & holds the CQS Quality Standard of the Law Society. As a result of this, we are, or may become subject to periodic checks by outside assessors. This could mean that your file is selected for checking. All inspections are, of course, conducted in confidence. If, however, you object to this, then please let us know and we will mark your file(s) as “not to be inspected”. Please note that if you are legally aided, the LAA and its auditors have the right to inspect/audit your file(s).

## **OUTSOURCING OF WORK**

- Sometimes we ask other companies or people to undertake typing, photocopying or other administrative work on our files to ensure this is done promptly and meets our quality and service standards.
- We may also, from time to time, use external accredited police station representatives or Crown Court clerks to attend at the police station/court on our behalf.
- We may instruct external consultants and advisors to review your file(s) and information with a view to assisting us with our compliance.
- We will, where appropriate, seek a GDPR-compliant confidentiality agreement with outsourced providers.

## **LIMITED COMPANIES**

- When accepting instructions to act on behalf of a limited company, we may require a Director and/or controlling shareholder to sign a form of personal guarantee in respect of the charges and expenses of this firm. If such a request is refused, we will be entitled to stop acting and to require immediate payment of our charges on an hourly basis and expenses as set out earlier.

## **MONEY LAUNDERING REGULATIONS 2017 AND FINANCIAL TRANSACTIONS**

- We are required by anti money laundering legislation to obtain proof of identity from clients for whom we act. Accordingly, you may be asked to supply us with the requisite information. In order to enable us to satisfy our obligations under these Regulations and related legislation, it will almost always be necessary for you to supply appropriate proof of identity before we are able to act or continue to act for you or for any principal whom you may represent.
- We will not be able to receive any funds from, or pay any funds to, you or on your behalf unless all necessary identification and other procedures have been satisfied for the purposes of the Regulations. Any failure or delay on your part to provide us with any requested documentation or information may mean that we cannot act for you or must cease acting for you.
- For individuals and partnerships, proof of identity will usually be a current valid passport, driving licence, recognised identity card or equivalent showing your name, date of birth and photograph,



together with a current utility bill or equivalent confirming your address. For companies, we will usually require a copy certificate of incorporation or copy audited statutory accounts together with personal identification as above in respect of some or all of the company's directors. In the case of a company incorporated overseas, there should also be a certificate from lawyers qualified in the relevant jurisdiction to the effect that the company is properly incorporated, together with evidence of the company's directors and of the authority and identity of the persons instructing us.

- We are required to keep these records for a minimum period of five years. Where we already hold the above information as we have acted on your behalf before in connection with another matter, we may require further documentation from you in order to update our records.
- In the light of the Regulations and for insurance reasons we do not normally accept cash payments from or on behalf of clients and then only in special circumstances and for limited amounts up to £500. Any cheque you give us should be a personal cheque from you drawn on a UK Bank Account in your name.

#### **DESTINATION OF FUNDS**

- Where we are to pay money out to you, we will normally do so by cheque in your favour, or into an account in your name. If instead you want us to pay surplus money out into the name of someone other than yourself, please tell us as early as possible, including the reason. We may not be able to comply with your request. The money received and paid out must relate to the underlying transaction/case. We are not permitted by the SRA Accounts Rules to simply act as a banker and receive money from you or a third party and pay it out on your behalf. All payments in and payments out must be related to and recorded on your matter file.

#### **PROCEEDS OF CRIME ACT 2002**

- The Proceeds of Crime Act 2002 can oblige us to report information about financial offences to the National Crime Agency. In particular, if it seems that any assets involved in your matter were derived from a crime we may have to report it. This can include even small amounts of money, and covers all offences, including for example tax evasion and benefit fraud.
- If we have to make a report we may not be able to tell you that we have done so. A report may result in an investigation by the police, the Inland Revenue or other authorities. The law contains exceptions. If you are concerned about how this may affect you, please ask us to clarify until we are satisfied with the source of the money or funds. We shall not be liable for any loss, damages, penalties, costs, interest or charges which you may so suffer or incur.

#### **MORTGAGE FRAUD**

- If we are also acting for your proposed lender (e.g. Bank/Building Society, named in the client care letter) in a purchase transaction, we will have a duty to reveal to your lender all relevant facts about the purchase and mortgage. This includes any differences between your mortgage application and information we receive during the transaction; any cash back schemes or discount schemes that a seller is giving you.

### **STORAGE OF PAPERS AND DOCUMENTS**

- After completing the work, we are entitled to keep all your papers and documents while there is money owing to us for our charges and expenses. In addition, we will keep your file or papers for you in storage for not less than 1 year. After that, storage is on the clear understanding that we have the right to destroy if after such period as we consider reasonable 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 you ask us 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 that will 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 and charges incurred by us for producing stored papers or documents to you or someone else at your request including reading, correspondence or other work necessary to comply with your instructions.

### **TERMINATION**

- You may terminate your instructions to us in writing at any time but we will 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 decide to stop acting for you only with good reason, for example, if:
  - we cannot continue to act without being in breach of rules of professional conduct; or
  - we are unable to obtain clear instructions from you; or
  - for any reason there has been a serious breakdown in confidence between us; or
  - you do not pay an interim bill or comply with our request for a payment on account; or
  - in a property transaction you tell us things that are relevant to your lender's decision to provide finance and ask that we withhold that information from your lender; or
  - we have cause to suspect that your matter may contravene the Proceeds of Crime Act 2002 or Money Laundering Regulations 2003
- We will give you reasonable notice that we will stop acting for you. If you or we decide that we will no longer act for you, you will pay our charges on an hourly basis and expenses as set out earlier.

### **RIGHT TO CANCEL**

- If your matter is not a Legal Aid case, and if we have not met with you at our offices, the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 will apply. If so, a separate letter explaining your rights of cancellation and a statutory form of notice will be sent to you.

## **DATA PROTECTION**

- We will process your data in accordance with our obligations under the data protection laws and regulations. For more information about this please refer to the Privacy Notice on our website or request a request a copy.

## **DEPOSIT PTOTECTION SCHEME**

The Financial Services Compensation Scheme (FSCS) in the event of Bank failure

- We are unlikely to be held liable for losses resulting from a banking failure.
- The bank in which your money will be held will be either Barclays Plc, Lloyds Banking Group Plc or Monmouthshire Building Society
- The £85,000 FSCS protection limit applies to you as an individual client, and so if you hold other personal monies in the same deposit-taking institution (e.g. bank) as our client account, the limit remains £85,000 in total
- If you are a corporate body client and are not considered a small company by FSCS, then you will not be eligible for compensation.
- Deposit-taking institutions (like banks) have several brands, i.e. where the same institution is trading under different names. You should check either with your deposit-taking institution, the FCA or a financial adviser for more information.
- We will assume by your acceptance of these terms of business that we have your consent for the disclosure to the FSCS of your details in the event of a deposit-taking institution (bank) failure.

## **INSURANCE DISTRIBUTION DIRECTIVE**

- We are not authorised by the Financial Conduct Authority (FCA). However, we are registered as an exempt professional firm in the register maintained by the FCA (reference number LS67282) so that we can carry on insurance distribution activity, which is broadly he advising on, selling and administration of insurance products.
- This part of our business in regulated by the Solicitors Regulation Authority and arrangements for complaints or redress if something goes wrong are subject to the jurisdiction of the Legal Ombudsman. The register can be accessed via the FCA website at <http://www.fca.org.uk/firms/financial-services-register>

- If the need for an insurance policy arises in your matter, we will write to you in more detail about the cover needed and the cost at that stage so that you have time to make an informed decision about the policy being offered by the insurance company

**PROVISION OF SERVICES REGULATIONS 2009**

- We are registered for VAT by HMRC under VAT registration number 465 0408 58
- We hold professional indemnity insurance with Hiscox Insurance Company Ltd of 1 Great St Helen’s, London EC3a 6HX telephone number 020 7448 6544 which covers us for legal advice services in England and Wales only.
- We are regulated by the Solicitors Regulation Authority and the detailed professional rules to which we are subject can be found in the SRA Handbook on the SRA’s website <http://www.sra.org.uk/solicitors/handbook/welcome.page>
- Our complaints resolution procedure is set out above.

**TIME LIMITS**

- Many cases have strict time limits within which a case has to be brought or during which procedural matters have to be complied with. You will be advised of these time limits at the outset. It is important that you remember them and check that they are being complied with. The responsibility is as much yours as ours.

**TIME SCALES**

- We will at the outset give you an indication of how long your case is likely to take to complete.
- This will obviously vary depending on the circumstances and to some extent will be out of our control e.g. mortgage approval, surveys, and experts’ reports.
- We have set out below a table of the “normal” timescales for certain types of case which is meant as a general guide only

Type of Case	Average Timescales
Purchase	8 to 12 weeks

Sale	8 to 12 weeks
Probate	6 to 12 months
Wills	2 to 4 weeks
Lasting Powers of Attorney	4 to 5 months
Divorce	3 to 6 months
Financial Provision	6 to 15 months
Crime – Magistrates Court – Guilty Plea	2 to 6 weeks
Crime – Magistrates Court – Not Guilty Plea	1 to 3 months
Crime – Crown Court – Guilty Plea	4 to 8 weeks
Crime – Crown Court – Not Guilty Plea	3 to 6 months
Personal Injury & Civil Litigation – Admitted Liability	6 months to 1 year (depending on medical evidence)
Personal Injury & Civil Litigation – Fully Contested	1 to 2 years

### **EQUALITY & DIVERSITY**

- 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 and diversity policy.

### **LAW – England & Wales**

- Our dealings and contractual arrangements will be governed by the laws of England and Wales.

**TWOMLOWS Solicitors and Advocates** is the trading name of Twomlows Ltd which is registered in England and Wales under number 06600174. A list of directors is available at the registered office 20 Newport Road, Caldicot NP26 4BQ. Twomlows Ltd is Authorised and Regulated by the Solicitors Regulatory Authority (SRA number 653973)