



## Terms of business

Pembrokeshire Care Society

T/A

Pathway Legal

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## **1 Our contract with you**

- 1.1 These **Terms of Business** (as updated from time to time) apply to all work we do on your behalf. It is an important document—please read and keep it in a safe place for future reference.
- 1.2 Each time you instruct us on a new matter we will send you a letter confirming your instructions and setting out the scope of the work we will carry out for you, our fees and individual contact details. This is called the **Client Care Letter**. These Terms of Business should be read together with the Client Care Letter—together they form the contract between us.
- 1.3 If there is any inconsistency between our Terms of Business and the Client Care Letter, the Client Care Letter will take priority.
- 1.4 Although your continuing instructions in this matter will amount to your acceptance of these Terms of Business, we ask that you sign, date and return one copy for our file.
- 1.5 Unless otherwise agreed, these Terms of Business will apply to all future instructions you give us on this or any other matter.
- 1.6 These Terms of Business are subject to change from time to time and are updated on our website [www.pathwaylegal.co.uk](http://www.pathwaylegal.co.uk)
- 1.7 This contract and any dispute or claim arising out of, or in connection with, it, its subject matter or formation (including non-contractual disputes or claims) shall be governed by, and construed in accordance with, the laws of England and Wales.

## **2 About us**

- 2.1 **Pembrokeshire Care Society** trading as Pathway Legal is a company incorporated in England and Wales with registered number 03062605. Pembrokeshire Care Society is also a charity registered with the Charities Commission under number 1048218. Its registered office is at 5-7 Picton Place, Haverfordwest, Pembrokeshire, SA61 2LE.
- 2.2 You can find details of the postal address, telephone number and email address of our office on our website at [www.pathwaylegal.co.uk](http://www.pathwaylegal.co.uk)
- 2.3 Pembrokeshire Care Society is not authorised or regulated by the Solicitors Regulation Authority (SRA) as we are a non-profit legal services provider but we are registered with the SRA under number 8007064. Our solicitors are regulated by the SRA and governed by Codes of Conduct and other professional rules, which you can access on the SRA's website at [www.sra.org.uk](http://www.sra.org.uk) or by calling 0370 606 2555.
- 2.4 Where we say 'we', 'us' or 'our' in these Terms of Business, we mean Pembrokeshire Care Society t/a Pathway Legal.

## **3 About you**

Where we say 'you' or 'your' in these Terms of Business, we mean the client identified in the Client Care Letter and anyone authorised to give instructions on that client's behalf.

#### 4 Our responsibilities and your responsibilities

What you can expect of us	What we expect of you
Treat you fairly and with respect	Provide documents when we ask for them and respond clearly promptly and accurately when we ask for instructions or information
Communicate with you in plain language	Notify us if your contact details change
Review your matter regularly	Tell us immediately if your expectations change or if you are not sure you understand what we have discussed
Advise you of any changes in the law that affect your matter	Inform us of any time limits or objectives that might not be obvious to us as well as any periods when you are not available
Advise you of any reasonably foreseeable circumstances and risks that could affect the outcome of your matter	Notify us immediately if you receive any email or other communication purporting to be from the firm that you suspect may be fraudulent, or stating that we have changed our bank details or payment arrangements
	Let us know about any other changes that may affect the way we deal with your matter, including any changes that may affect your tax status in any jurisdiction

#### 5 Scope of our legal services

- 5.1 The scope of the services we will provide is set out in the Client Care Letter.
- 5.2 We will provide legal advice and services to you with reasonable care and skill. However, the nature of many types of legal work means that it is not possible to guarantee a particular outcome, costs, disbursements or timescale. Any details provided on costs, disbursements or timescales are estimates only.
- 5.3 Unless otherwise agreed in writing, we will advise only on English and Welsh law.
- 5.4 We will not advise on surveying, valuation, commercial viability, trading or marketability issues. We do not provide advice on tax, climate risk and climate-related legal issues. We do not provide financial services or advice.
- 5.5 If you ask us to obtain advice from another law firm or legal professional, that firm or professional will be responsible for the service and advice they provide.
- 5.6 Unless otherwise agreed in writing, our advice and any documents we prepare:
- 5.6.1 are for use only in connection with the specific matter on which we are instructed, can only be relied on by you; and
  - 5.6.2 reflect the law in force at the relevant time.

## **6 Service standards**

- 6.1 We are normally open between 9.00 am and 3.00 pm from Monday to Friday. We may be able to arrange appointments outside of these hours, in cases of emergency. We are closed on all bank holidays.
- 6.2 We will update you by telephone or in writing (including by email) with progress on your matter and explain to you the legal work required as your matter progresses. We will not provide periodic updates where there has been no progress or update on a matter due to awaiting a response from a third party.
- 6.3 We will update you at appropriate intervals on the likely timescale for each stage of your matter and any important changes in those estimates. Whenever there is a material change in circumstances associated with your matter, we will update you on whether the likely outcomes still justify the likely costs and risks.
- 6.4 We will update you on the cost of your matter at the intervals set out in the Client Care Letter. If appropriate, we will continue to review whether there are alternative methods by which your matter can be funded.
- 6.5 We will advise you at the outside of the name and contact details of the solicitor who has conduct of your matter. We will try to avoid making any changes to the conduct of your file but where this is unavoidable you will be promptly advised in writing of any changes.
- 6.6 We are committed to acting in a way that encourages equality, diversity and inclusion 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, which is also available on our website.

## **7 Our liability to you**

- 7.1 Your contract is solely with Pembrokeshire Care Society t/a Pathway Legal which has sole legal liability for the work done for you and for any act or omission in the course of that work. No representative, trustee, officer, employee, agent or consultant of Pembrokeshire Care Society t/a Pathway Legal will have any personal legal liability for any loss or claim.
- 7.2 Unless explicitly agreed otherwise, in writing:
- 7.2.1 we do not owe, nor do we accept, any duty to any person other than you;
- 7.2.2 we do not accept any liability or responsibility for any consequences arising from reliance on any communication purporting to be from us that you have not separately verified with us as being authentic; and
- 7.2.3 we do not accept any liability or responsibility for any consequences arising from reliance on our advice by any person other than you.
- 7.3 We are not responsible for any failure to advise or comment on matters falling outside the scope of our instructions, as set out in these Terms of Business and the Client Care Letter.
- 7.4 Our maximum liability to you (or any other party we have agreed may rely on our services) in relation to any single matter or any group of connected matters which may be aggregated by our insurers will be £1,000,000 including interest and costs unless we expressly state a different figure in the Client Care Letter.

- 7.5 We will not be liable for any of the following (whether direct or indirect):
- 7.5.1 losses not caused by any breach of contract or tort on the part of the firm;
  - 7.5.2 losses that were not foreseeable to you and us when this contract was formed;
  - 7.5.3 loss of revenue;
  - 7.5.4 loss of profit;
  - 7.5.5 loss of or corruption to data;
  - 7.5.6 loss of use;
  - 7.5.7 loss of production;
  - 7.5.8 loss of contract;
  - 7.5.9 loss of opportunity;
  - 7.5.10 loss of savings, discount or rebate (whether actual or anticipated); and
  - 7.5.11 harm to reputation or loss of goodwill.

7.6 Nothing in these Terms of Business shall exclude or restrict our liability in respect of:

- 7.6.1 death or personal injury caused by our negligence;
- 7.6.2 fraud or fraudulent misrepresentation;
- 7.6.3 any losses caused by wilful misconduct or dishonesty;
- 7.6.4 any other losses which cannot be excluded or limited by applicable law.

7.7 Please ask if you would like us to explain any of the terms above.

## **8 Our charges and billing**

- 8.1 You are liable to pay legal costs and disbursements as set out in the Client Care Letter, which also states the arrangements for billing. This liability persists regardless of outcome and whether or not the matter is abortive. Partial fees will apply for work that is not completed and will be calculated based on time spent at the fee earner's hourly rate. We will usually discuss this with you at the outset of your matter and at appropriate intervals.
- 8.2 If we have agreed to provide you with Pro Bono legal services, we reserve the right to claim a Pro Bono cost order from the other party and retain all sums awarded under such an order.
- 8.3 We review both our fixed legal fees and hourly rate each year with changes effective from 1<sup>st</sup> April. We reserve the right to increase our fees during the course of your matter. You will be given not less than 14 days' notice of any increase and the increase will apply to all work undertaken after the effective date.
- 8.4 Our charges are subject to VAT at the rate applicable from time to time, our VAT number is 459 9407 40.

- 8.5 We may deliver our bills to you electronically. Please let us know if you have any particular requirements for the delivery of our bills.
- 8.6 Our bills become due for payment immediately after you receive them and in the currency in which they are submitted.
- 8.7 Please inform us if you would like a third party to be responsible for paying our bills or any part of them. We must approve this in advance, and we will need the party's name, contact details and any other information or identification documents we request. It is your responsibility to pay our bills even if someone else has agreed to pay some or all of them and our bills will still be addressed to you. If someone else does pay some of our bills, you are responsible for paying the rest.
- 8.8 We may charge interest on overdue bills in accordance with the Late Payments of Commercial Debts (Interest) Act 1998 on a daily basis at a rate of 8% above the Bank of England Base Rate.
- 8.9 We may cease acting for you if an interim bill remains unpaid after 28 days or if our reasonable request of a payment on account of costs is not met.
- 8.10 You have the right to challenge or complain about our bill. Please see section 15 (**Complaints**) for details of how to complain about our bill.
- 8.11 You have the right to challenge our bill by applying to the court to assess the bill under the Solicitors Act 1974. The usual time limit for applying to the court for an assessment is one month from the date of delivery of the bill.

## **9 Confidentiality**

- 9.1 We will keep your information confidential, unless:
- 9.1.1 you consent to the disclosure of that information;
  - 9.1.2 disclosure of the information is required or permitted by law or regulatory requirements that apply to us; or
  - 9.1.3 these Terms of Business state otherwise.
- 9.2 Examples of organisations we may be required to disclose your information to include:
- 9.2.1 the National Crime Agency;
  - 9.2.2 domestic and international tax authorities;
  - 9.2.3 regulatory authorities.
- 9.3 Unless you instruct us otherwise, email will be our default method of communication. We deploy a range of information security measures, but we cannot guarantee the security of information or documents sent by email. If you do not wish us to communicate information by email, please let us know.
- 9.4 We ensure all outsourcing providers operate under service agreements that are consistent with our legal and professional obligations, including in relation to confidentiality. Information on outsourcing in relation to your personal data is set out in section 10.3.

9.5 External organisations such as the Information Commissioner’s Office or Lexcel auditors and the SRA may conduct audit or quality checks on our practice from time to time. They may wish to audit or quality check your file and related papers for this purpose. We will require that these external organisations maintain confidentiality in relation to any files and papers which are audited or quality checked.

## **10 Privacy and data protection**

10.1 We use your personal data primarily to provide legal services to you, but also for related purposes such as administration, billing and record keeping and to inform you of our services and events that we think may be of interest to you.

10.2 Our use of your personal data is subject to your instructions, the UK General Data Protection Regulation (UK GDPR) other relevant UK legislation and our professional duty of confidentiality.

10.3 We take your privacy very seriously. Our Privacy policy contains important information on how and why we collect, process and store your personal data. It also explains your rights in relation to your personal data. The Privacy policy is available on our website, but please contact us if you would like us to send a copy to you or if you would prefer us to explain our Privacy policy verbally.

10.4 We may record telephone calls and monitor emails for training, regulatory and compliance purposes.

10.5 We use third party service providers (including ‘cloud’ service providers) to help us deliver efficient, cost effective legal services. This may include document/information hosting, sharing, transfer, analysis, processing or storage. We ensure all third party service providers operate under service agreements that are consistent with our legal and professional obligations, including in relation to confidentiality, privacy and data protection. If you instruct us to use an alternative provider for storing, sharing or exchanging documents/information, we are not responsible for the security of the data or the provider’s security standards.

10.6 We may use your personal data to send you updates (by email, text, telephone or post) about legal developments that might be of interest to you and/or information about our services, including exclusive offers, promotions or new services. You have the right to opt out of receiving promotional communications at any time, by:

10.6.1 contacting us by email, phone or post;

10.6.2 using the ‘unsubscribe’ link in emails or ‘STOP’ number in texts; or

10.6.3 updating your marketing preferences on any client portal.

## **11 Banking and related matters**

### **11.1 Our client account**

Unless agreed otherwise, we hold client money paid to us on account of costs and disbursements in various accounts with UK banks regulated by the Financial Conduct Authority (FCA).



## **11.2 Changes to our bank details**

We will never tell you about changes to important business information, such as bank account details, by email. Please inform us immediately if you receive any email or other communication purporting to be from the firm stating that we have changed our bank details or payment arrangements.

## **11.3 Payment of interest**

11.3.1 We will pay a fair sum of interest to clients or third parties on client money we hold on their behalf.

11.3.2 We will not pay interest:

- (a) on money we are instructed to hold outside a client account in a manner that does not attract interest, eg cash held in our safe;
- (b) where the amount of interest is less than £30;
- (c) where we agree otherwise, in writing, with you or the third party for whom the money is held.

11.3.3 Please ask us if you would like to see our written payment of interest policy.

## **11.4 Bank failure and the Financial Services Compensation Scheme**

11.4.1 We are not liable for any losses you suffer as a result of any bank in which we hold client money being unable to repay depositors in full. You may, however, be protected by the Financial Services Compensation Scheme (FSCS).

11.4.2 The FSCS is the UK's statutory fund of last resort for customers of banking institutions. The FSCS can pay compensation up to £85,000 if a banking institution is unable, or likely to be unable, to pay claims against it.

11.4.3 The limit is £85,000 per banking institution. If you hold other personal money in the same banking institution as our client accounts, the limit remains £85,000 in total. Some banking institutions have several brands. The compensation limit is £85,000 per institution, not per brand.

11.4.4 The FSCS also provides up to £1m of short-term protection for certain high balances, eg relating to property transactions, inheritance, divorce or dissolution of a civil partnership, unfair dismissal, redundancy, and personal injury compensation (there is no financial limit on protection for personal injury compensation). This is called the temporary high balance scheme and, if it applies, protection lasts for a maximum of six months.

11.4.5 The FSCS (including the temporary high balance scheme) will apply to qualifying balances held in our client account. In the unlikely event of a deposit-taking institution failure, we will presume (unless we hear from you in writing to the contrary) we have your consent to disclose necessary client details to the FSCS.

11.4.6 More information about the FSCS can be found at <https://www.fscs.org.uk>

## 11.5 Receiving and paying funds

11.5.1 Our policy is not to accept cash or cheque from clients or third parties. Our preferred method of payment is BACS or CHAPS. Credit or debit card transactions may incur a transaction fee. 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 establish the source of the funds and this could also cause delays.

11.5.2 If we receive money in relation to your matter from an unexpected source, there may be a delay in your matter and we may charge you for any additional checks we decide are necessary.

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

## 12 Prevention of money laundering, terrorist financing and proliferation financing

12.1 To comply with anti-money laundering, counter-terrorist financing and counter-proliferation financing requirements, we are likely to ask you for proof of your identity and we may conduct searches or enquiries for this purpose. We may also be required to identify and verify the identity of other persons such as directors or beneficial owners. If you or they do not provide us with the required information promptly, your matter may be delayed.

12.2 You agree that we may make checks using online electronic verification systems or other databases as we may decide.

12.3 You must not send us any money until we have told you these checks have been completed.

12.4 We will charge you for these identification and verification checks—we will confirm the cost in our client care letter.

12.5 We may ask you to confirm the source of any money you have sent us or will send us. If you do not provide us with that information promptly, your matter may be delayed.

12.6 Any personal data we receive from you for the purpose of preventing money laundering, terrorist financing or proliferation financing will be used only for that purpose or:

12.6.1 with your consent; or

12.6.2 as permitted by or under another enactment.

12.7 We are professionally and legally obliged to keep your affairs confidential. However, we may be required by law to make a disclosure to the National Crime Agency where we know or suspect that a transaction may involve money laundering, terrorist financing or proliferation financing. If we make a disclosure in relation to your matter, we may not be able to tell you that a disclosure has been made. We may have to stop working on your matter for a period of time and may not be able to tell you why.

12.8 Subject to section 7 (***Our liability to you***), we shall not be liable for any loss arising from or connected with our compliance with any statutory obligation, or reasonable belief we may have, to report matters to the relevant authorities under the provisions of the money laundering, terrorist financing and/or proliferation financing legislation.

### **13 Financial services**

- 13.1 We are not authorised by the Financial Conduct Authority and cannot provide advice on insurance, investments, credit agreements or pensions. If you need advice on any of these, we may refer you to someone who is authorised by the FCA to provide the necessary advice.

### **14 Professional indemnity insurance**

- 14.1 We have professional indemnity insurance giving cover for claims against us. Details of this insurance, including contact details of our insurer and the territorial coverage of the policy, are available on our website, or can be provided on request.
- 14.2 It is a condition of our professional indemnity insurance that we notify our insurer and/or broker of any circumstances which may give rise to a claim against us. In doing so, we may disclose documents and information to our insurer, broker and insurance advisers on a confidential basis. Our insurers and brokers are contractually obliged to keep all information we pass to them strictly confidential.

### **15 Complaints**

- 15.1 We want to give you the best possible service. However, if at any point you become unhappy or concerned about the service we have provided you should inform us immediately so we can do our best to resolve the problem.
- 15.2 In the first instance it may be helpful to contact the person who is working on your case to discuss your concerns and we will do our best to resolve any issues. If you would like to make a formal complaint, you can read our full complaints procedure on our website. Making a complaint will not affect how we handle your matter.

#### **15.3 What to do if we cannot resolve your complaint**

- 15.3.1 The Legal Ombudsman can help you if we are unable to resolve your complaint ourselves. They will look at your complaint independently and it will not affect how we handle your case.
- 15.3.2 We have eight weeks to consider your complaint. If we have not resolved it within this time you may be able to complain to the Legal Ombudsman. Generally, this applies if you are an individual, a business with fewer than 10 employees and turnover or assets not exceeding a certain threshold, a charity or membership organisation with a net annual income of less than £1m, a trustee of a trust with an asset value of less than £1m, or if you fall within certain other categories (you can find out more from the Legal Ombudsman). The Legal Ombudsman will look at your complaint independently and it will not affect how we handle your matter.
- 15.3.3 Before accepting a complaint for investigation, the Legal Ombudsman will check that you have tried to resolve your complaint with us first. If you have, then you must take your complaint to the Legal Ombudsman:
- (a) within six months of receiving our final response to your complaint;
- and**
- (b) no more than one year from the date of the act or omission being complained about; or

- (c) no more than one year from the date when you should reasonably have known there was cause for complaint.

15.3.4 If you would like more information, you can contact the Legal Ombudsman by:

- (a) visiting [www.legalombudsman.org.uk](http://www.legalombudsman.org.uk)
- (b) calling 0300 555 0333 between 10.00 to 16.00
- (c) emailing [enquiries@legalombudsman.org.uk](mailto:enquiries@legalombudsman.org.uk)
- (d) writing to Legal Ombudsman PO Box 6167, Slough, SL1 0EH

15.3.5 Alternative dispute resolution (ADR) bodies exist which are competent to deal with complaints about legal services should both you and our firm wish to use such a scheme.

## **15.4 What to do if you are unhappy with our behaviour**

15.4.1 The Solicitors Regulation Authority (SRA) can help 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.

15.4.2 The [SRA's website](#) contains information on raising concerns about solicitors and law firms.

## **16 Terminating your instructions**

16.1 You may terminate our appointment at any time by giving us notice in writing. We can keep all your papers and documents while there is still money owed to us for our charges or disbursements.

16.2 We will only decide to stop acting for you with good reason, eg where we feel that the relationship has broken down, if you do not pay a bill, if you provide us with misleading information, or if you act in an abusive or offensive manner. We will give you reasonable notice before we stop acting for you.

16.3 If you or we decide that we should stop acting for you, we will charge you for the work we have done and, where appropriate, for transferring the matter to another adviser if you so request. This will be calculated on the basis set out in the Client Care Letter.

16.4 We are not responsible for reminding you about important dates and/or any deadlines after our appointment has been terminated.

## **17 Storage and retrieval of files**

17.1 We may create and hold client files in hard copy (paper), electronically or a combination of both.

17.2 We normally store client files (except any of your papers you ask to be returned to you) for 6 years after we send you our final bill. Unless you instruct us to the contrary, we will store your file electronically only and may destroy paper documents and scan them onto our system to be stored electronically. We store the file on the understanding that we may destroy it after 6 years. We will not destroy original documents such as wills, deeds and other securities but will send them to you for safekeeping.

- 17.3 If we retrieve your file from storage (including electronic storage) in relation to continuing or new instructions to act for you, we will not normally charge for the retrieval.
- 17.4 If we retrieve your file from storage for another reason, we may charge you for:
  - 17.4.1 time spent retrieving the file and producing it to you;
  - 17.4.2 reading, correspondence, or other work necessary to comply with your instructions in relation to the retrieved file; and/or
  - 17.4.3 providing additional copies of any documents.
- 17.5 We will provide you with an electronic copy of the file unless it is inappropriate to do so.
- 17.6 Our Privacy Policy contains more information about how long we keep personal data for—see section 10.3.

**18 Cancellation Rights**

You have the right to cancel your instructions within 14 days except where this agreement was signed in person at one of our offices. We will not carry out any legal services until the 14 days has elapsed unless you accept and agree that any work carried out will be charged for in accordance with our Client Care Letter. If you consent to us beginning work immediately, please sign and date below:

Signed:.....

Name:.....

Signed:.....

Name:.....

Signed:.....

Name:.....

Signed:.....

Name:.....

Date: .....

**19 Signature**

Please sign, date and return one copy of these Terms of Business.

Signed:.....

Full Legal Name:.....

Position:.....

Signed:.....

Full Legal Name:.....

Position:.....

Signed:.....

Full Legal Name:.....

Position:.....

Signed:.....

Full Legal Name:.....

Position:.....

Date: .....

If these terms are received electronically, you may acknowledge acceptance by email response from each client confirming you have ***'read, understood and accept these terms'*** and that you ***'agree to us beginning work immediately'***.