



DEAN WILSON

Terms and Conditions

Effective from 1 April 2026

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1. Introduction

Who we are

Dean Wilson LLP is a limited liability partnership registered in England and Wales (registration number OC351755). Our registered office and principal place of business is Ridgeland House, 165 Dyke Road, Brighton, BN3 1TL.

Our agreement with you

These Terms and Conditions govern the legal advice and services we provide to you. Your Engagement Letter and any Scope of Work and Pricing Options document form part of our agreement with you.

If there are any differences between these Terms and Conditions and your Engagement Letter, the Engagement Letter takes precedence.

We may revise these Terms and Conditions from time to time, for example if there are changes in relevant laws and regulatory requirements. The current version is always available on our website at www.deanwilson.co.uk.

Who these terms refer to

When we say “you” or “your”, we mean the client named in the Engagement Letter and anyone authorised to give instructions on your behalf.

When we say “we”, “us” or “our”, we mean Dean Wilson LLP.

Important information about these terms

Our Terms and Conditions include provisions which allow us to:

- **Charge you interest** on late payment of our invoices (see [section 6](#))
- **Recover our costs** for legal proceedings to recover unpaid fees (see [section 6](#))
- **Limit our liability** to you (see [section 11](#))

Who you have a contract with

Your contract is with Dean Wilson LLP, not with any individual partner, member, employee or consultant. Anyone who works on your matter does so on behalf of the firm, not personally, and has no personal liability to you.

2. Your Team

Your Engagement Letter sets out the main people who will work on your matter and their roles. We will try to avoid changing your team, but if this is necessary, we will let you know promptly and explain the reason for the change.

We may use the specialist skills of other people in the firm from time to time to ensure you receive the best possible advice and service.

3. Scope of Work

What we will do for you

The scope of work we have agreed to carry out is set out in your Engagement Letter.

The advice we give you is:

- Based on the information you provide to us
- For you only, in connection with the specific matter on which we are instructed
- Only for your use and cannot be relied on by anyone else
- Reflects the law as it stands at the time we give the advice

Unless we expressly agree and confirm in your Engagement Letter, we will not provide advice on:

- Laws other than the laws of England and Wales
- Tax matters (subject to the specific provisions below regarding Stamp Duty Land Tax)
- Commercial or financial implications
- The financial status of other parties to a transaction
- Accountancy matters
- The application or effect of the Building Safety Act 2022 (including but not limited to the identification or classification of higher-risk buildings, the accuracy or validity of any Landlord Certificate or Leaseholder Deed of Certificate, the applicability of leaseholder protections under Schedule 8 of the Act, building height or storey count, the assessment of building safety risks or defects, or the scope or apportionment of remediation costs)

Stamp Duty Land Tax and HMRC registration

Where we act for you in a property transaction, our standard service includes the calculation of Stamp Duty Land Tax (SDLT), the submission of the SDLT return to HMRC, and the arrangement of payment of SDLT on your behalf at or following completion. These services are provided as part of the conveyancing process and do not constitute tax advice.



In order to submit SDLT returns to HMRC on behalf of clients, we are required by law to register with HMRC and are classified as a "tax adviser" for the purposes of HMRC's mandatory registration regime. This registration is an administrative requirement. It does not mean that we hold ourselves out as having specialist tax expertise, and it does not expand the scope of our retainer beyond the services described above and in your Engagement Letter.

Unless we expressly agree and confirm otherwise in your Engagement Letter, we do not provide advice on:

- The tax implications or tax efficiency of any transaction or arrangement;
- Any tax other than SDLT arising from a property transaction (including but not limited to Capital Gains Tax, Inheritance Tax, Income Tax, Corporation Tax, Annual Tax on Enveloped Dwellings, or VAT on property transactions);
- The availability of any SDLT relief, exemption, or reduced rate beyond the standard calculations applicable to your transaction; or
- Any HMRC enquiry, compliance check, discovery assessment, or penalty arising from an SDLT return, unless we have expressly agreed to act for you in relation to such matters.

You should obtain independent specialist tax advice if any aspect of taxation is or may be relevant to your transaction or circumstances.

We accept no liability for any loss arising from your failure to obtain independent tax advice where we have recommended that you do so, or for any tax consequences of a transaction that fall outside the scope of the services we have agreed to provide.

Your responsibility

It is important that we have a clear understanding of what you need. You can help us by:

- Giving clear instructions
- Providing all relevant documents
- Telling us about any time limits you are aware of
- Responding promptly to important questions
- Letting us know if your circumstances change

Changes in the law

We are not responsible for notifying you of changes in the law or legal decisions that occur after we have advised you, unless we have specifically agreed to do so.



Third party advice

If we recommend that you obtain advice from another professional (such as an accountant, surveyor, foreign lawyer or barrister), that adviser will be responsible for their own service and advice. We will not be liable for the quality of their work.

Your advice is personal to you

If you pass our advice to any third party, we will not be liable to that third party in any way. You are the only person who can enforce our agreement against us.

4. Consumers' Right to Cancel

Do you have a right to cancel?

If you are an individual and we began acting for you following a meeting at your home or through remote contact (such as a phone call or video call) initiated from outside our offices, you have a legal right to cancel our agreement with you within 14 days.

How to cancel

You can cancel by delivering or sending a cancellation notice to the person handling your matter (as named in your Engagement Letter) at any time within 14 days. The 14-day period starts from whichever is earlier:

- The date you asked us to start work, or
- The date you received your Engagement Letter

You can send your cancellation notice by letter or email. A cancellation form is available on request, but you can also write to us in your own words.

You cannot cancel by telephone.

What happens if you cancel

If you cancel, we will reimburse any payments you have made to us, unless we have already paid them to a third party on your behalf.

We will make the reimbursement within 14 days of receiving your cancellation notice, using the same payment method you used originally (unless you agree otherwise). You will not be charged any fee for the reimbursement.



Payment for work done before cancellation

If we have done any work for you before you cancel, you must pay us for that work. The amount will be calculated based on the time we have recorded and will be proportionate to the full price for the work.

Starting work during the cancellation period

If you want us to start work before the 14-day cancellation period ends, your signature on the Engagement Letter will provide your authority for us to do so. Please note that work completed at your request during the cancellation period cannot be cancelled once it is finished, even if the 14-day period is still running.

5. Company Clients

Overseas entities

All overseas entities must be registered with Companies House under the Economic Crime Act. We do not offer this registration service. Any delays in completing your registration may prevent us from progressing your matter.

Reporting discrepancies

If you are a company or limited liability partnership, we may be required to report any discrepancies between information you provide to us (for our anti-money laundering checks) and information held at Companies House. We will report such discrepancies to Companies House where required by law.

6. Costs, Invoicing and Payments

Your liability to pay

You are responsible for paying our legal costs as set out in your Engagement Letter. The Engagement Letter also explains when we will send invoices and when payment is due.

If we have been instructed by two or more clients jointly, you will all be jointly and severally liable for payment (meaning we can pursue any one of you for the full amount), unless we have agreed otherwise in writing.



What we charge for

Our charges cover the legal work we do for you. We consider all costs we incur to be standard costs between solicitor and client. However, in contentious matters, some costs that are recoverable between solicitor and client may not be recoverable from the other side. These include items such as supervision time, anti-money laundering checks, client care administration, billing time, and expenses such as courier fees. These costs remain payable by you.

Hourly charge-out rates

Where we charge by the hour, time is recorded in units of six minutes. Fractional units are rounded up.

To ensure you receive the best advice and service, we charge for supervision of your matter. This includes:

- Review of a more junior team member's work by a senior lawyer
- Strategic reviews and discussions between team members at any level

Our current hourly rates

Our hourly rates vary depending on the experience and seniority of the person working on your matter and the department in which they work. Your Engagement Letter will confirm the hourly rates that apply to your matter.

We keep our hourly rates under regular review, including at least annually on 1 April, and may adjust them from time to time to reflect changes in our costs and market conditions. If our rates change while we are working on your matter, we will tell you what the new rates are before they apply to any further work on your matter.

A full breakdown of our current hourly rates by department and grade is available on our website at www.deanwilson.co.uk/pricing/our-hourly-rates or on request.

Guideline Hourly Rates (GHR)

The courts publish Guideline Hourly Rates (GHR) for different grades of fee earner. These rates are used by the courts when assessing costs in some types of litigation but they are not a cap on what we may charge you. A summary of the current GHR we use for costs purposes is available on our website at www.deanwilson.co.uk/pricing/our-hourly-rates or on request.

Matters that do not proceed

If for any reason your matter does not complete, we will charge you for the work done and expenses incurred up to that point.



Factors we consider

When calculating our fees, we take into account:

- The time spent providing legal services
- The complexity of the matter
- The specialist knowledge required
- The value of the transaction
- The speed or urgency required

Expenses and disbursements

We may incur expenses on your behalf (such as court fees, search fees, Land Registry fees, or expert fees). These are called disbursements and will be shown separately on our invoices.

We will normally ask you to pay us in advance for disbursements. If you have not provided us with cleared funds, we are not obliged to pay disbursements ourselves.

If you instruct us to obtain advice or services from a third party (such as a barrister or expert), you will be responsible for their fees and expenses.

Travel costs

Any travel we undertake on your behalf will be charged either at the relevant hourly rate or at a percentage of that rate.

Bank transfer charges

We make an administrative charge for bank transfers (such as Telegraphic Transfers or BACS payments) of £40 plus VAT. This covers the cost of making the transfer and carrying out any necessary verification checks. This charge is an expense, not a disbursement.

VAT

Unless zero rating or an exemption applies, we will add VAT to our fees and certain expenses at the rate that applies when the work is done. Our VAT number is 550 359 841.

Invoicing

We will send you regular invoices, usually on a monthly basis. You agree that we may send invoices to you by email.



Payments on account

We will usually ask you to make payments on account of our future costs and expenses. The amount and timing of these payments will be set out in your Engagement Letter.

If your matter is time-sensitive, it is your responsibility to ensure we receive cleared funds promptly. We will not be responsible for delays caused by your late payment.

We are entitled to use any funds you have paid us on account to settle our invoices. If we are dealing with an estate and hold funds that are not needed to meet estate liabilities, we may take payment from the estate for our invoices.

We may require you to make further payments on account as your matter progresses, or to pay an outstanding invoice before we continue with further work.

When payment is due

Payment is due as soon as you receive our invoice.

Late payment interest

If you do not pay all or part of an invoice within 14 days, we are entitled to charge you interest at 8% per annum above the Bank of England base rate. Interest runs from the date of the invoice until the date we receive payment and is calculated on a daily basis.

What happens if you don't pay

If you do not pay our invoice, we may:

- Stop working on your matter (see [section 18](#))
- Begin legal proceedings against you for payment

If we issue legal proceedings, you agree that they may be served on you at any correspondence address in England and Wales or via any email address you have provided to us.

If we have to issue proceedings to recover unpaid fees, you agree to pay all our further costs and expenses in pursuing you for payment, even if the claim is for less than £10,000.

Queries about invoices

If you have any questions about an invoice, please contact us straight away. If you wish to complain about an invoice, please contact James Chadburn, Managing Partner (see [section 19](#) for full complaints details).



You are entitled to complain to us or the Legal Ombudsman about the level of fees charged, and you may also apply to the court for an assessment of our fees under Part III of the Solicitors Act 1974.

If all or part of our invoice remains unpaid, we reserve the right to charge interest even if our invoice has been challenged.

Payment methods

We encourage you to make payments to us using our secure online payment system provided by Legl, which allows you to pay by debit or credit card or bank transfer using a payment link we will send you. This helps improve security and speed up allocation of your payment.

You can also pay us by bank transfer using the bank details we provide to you. We may accept payment by debit or credit card for our fees and VAT.

We do not accept payment by cheque or cash.

From time to time we may send you a payment request via Legl, our secure online payment platform. The request will contain a link allowing you to pay the exact amount due directly to our client or office account (as appropriate). If you have any doubt about the authenticity of a payment request, please contact us using the details on our website before making any payment.

We will normally make any payments due to you by electronic transfer (for example, Telegraphic Transfer or BACS) to a bank account in your name. We do not normally issue payments by cheque and will only do so in exceptional circumstances. We will not make payments to third parties on your behalf unless we have agreed to do so in advance.

We will only send funds to an account in your name (or such other account as we agree with you in writing) and we may ask you to provide evidence that the account details you have given us are correct.

Third party payers

Even if we have agreed that a third party will pay our costs, or someone else is ordered to pay our costs, you remain liable for paying our invoices.

Unexpected payments

If we receive money in relation to your matter from an unexpected source, there may be a delay while we carry out additional checks. We may charge you for the cost of these checks.



Funding options

There may be other ways to fund your legal costs, such as legal expenses insurance, litigation funding, or conditional fee agreements. Please speak to us if you would like to explore funding options.

Existing insurance cover

Please tell us immediately if you have any insurance cover that might be relevant to your matter or your legal costs.

Insurance policies sometimes provide cover for legal costs. You should check all your insurance policies (including home and contents, business liability, directors and officers, professional indemnity, and product liability insurance) to see if they cover legal expenses.

Insurance policies usually have specific requirements about how legal costs must be incurred. Insurers will not normally backdate a claim, so you must notify them of any potential claim at the earliest opportunity.

If you do not tell us about relevant insurance cover, you may lose your right to claim under the policy and you will be responsible for our costs.

7. Client Money and Banking

Where we hold your money

Our main client account is held with NatWest. We may also deposit client funds with other banks, such as Barclays.

Banking failure protection

You understand that in the event of a banking failure, the bank concerned will be liable to you for any money we hold on your behalf. We accept no liability for any loss you suffer as a result of a banking failure.

In the event of a banking failure, you may be able to claim compensation under the Financial Services Compensation Scheme (FSCS). Further details, including eligibility criteria, can be found at www.fscs.org.uk.

Banking security

Our bank account details will not change during the course of your matter. If you receive any communication that appears to be from us stating that our bank details have changed, it is unlikely to be genuine.



We will never unexpectedly change our bank account details. If we do need to change our bank details from those we have previously given you, we will notify you by letter or secure email attachment, and we will contact you both before and after any change by secure means.

If you receive any email or other communication claiming to be from us and stating that our bank details have changed, please contact us immediately by telephone to verify.

Your responsibility for payments

When making payments to us, you should be careful of cyber-crime. It is your responsibility to verify our bank details before any payment is made. We cannot accept responsibility if you transfer money to the wrong account.

Interest on client money

We will account for interest on money held in our client account in accordance with the SRA Accounts Rules, when it is fair and reasonable to do so.

Interest will be calculated on cleared funds. We will pay interest where the amount calculated is £100 or more, provided the money has been held for at least 90 days.

The interest rate we apply (unless otherwise agreed in writing) is based on NatWest Bank Plc's Instant Access Savings Account rate.

Where money is held in a separate designated client account for you, the whole of the interest earned will be credited to that account.

Please note that the interest rate is unlikely to be as high as rates you could obtain if you invested the money yourself.

Interest on mortgage funds

If you are obtaining finance from a lender for a property transaction, we will ask the lender to send funds by telegraphic transfer in advance of completion to ensure cleared funds are available. Your lender may charge you interest from the date the transfer is made.

Residual client money

If less than £500 of your money remains in our client account after we have finished your work, and we do not hold your bank account details, we will make every effort to return your money within 90 days. If we cannot return your money to you, we will donate it to our chosen charity.

If we hold a balance exceeding £500 and are unsuccessful in returning the funds after making reasonable attempts to do so, we will seek authority from the SRA before donating it to our chosen charity.



Our liability for client money

Unless we fail to do what we have said we will do, or we are in breach of the SRA regulations, we are not responsible for the loss of client money or delays in money transmission that are beyond our control.

8. Conflicts of Interest

Conflict checks

We carry out routine checks for conflicts of interest when you instruct us. We can only accept your instructions if no conflict exists or is likely to develop.

What happens if a conflict arises

If a conflict of interest arises during your matter, we will discuss with you how to resolve it. We may have to stop acting for you.

This may happen if we discover or become aware of information while acting for another client which we would normally have to tell you about, but telling you would breach our duty of confidentiality to that other client. In that situation, we reserve the right to withhold the information and stop acting for you.

In some cases, we may be able to continue acting for you and the other client if we can observe our duty of confidentiality to both of you.

Acting for multiple clients

We act for many clients. Some of our clients work in the same industry or sector. The fact that we act or may act for other clients whose commercial interests may be different from yours does not, of itself, prevent us from acting for you. By instructing us, you accept this position.

9. Communication

Methods of communication

In accordance with normal business practice, we may communicate with you and with third parties by email, as well as by letter and telephone.



Email security

Email is not a secure method of communication. We cannot guarantee the security or reliability of email and will not be liable for any loss arising from delay, non-delivery, or interception of emails, or from acting on false emails.

Email communications may contain computer viruses. We use anti-virus software to minimise this risk, but we cannot guarantee that emails will be virus-free.

You accept the risks associated with email communication by instructing us.

Recording, transcription and monitoring of communications

We may monitor, record, store and use any communication with you, including telephone calls, video conferences (via platforms such as Microsoft Teams, Zoom or other video conferencing tools), emails, and other electronic communications. We do this to:

- Maintain an accurate record of instructions, advice and information exchanged
- Check and verify instructions you have given us
- Support the efficient conduct of your matter
- Provide training and professional development
- Prevent crime and ensure regulatory compliance
- Improve the quality of our client care

Video conferencing and transcription

Where we conduct meetings with you by video conference, we will ordinarily record the meeting and produce a written transcript. Transcription may be carried out using AI-assisted tools integrated within the video conferencing platform or by other means.

We will inform you at the start of any video conference that the meeting is being recorded and transcribed. If you do not wish the meeting to be recorded or transcribed, please tell us before or at the start of the meeting and we will make alternative arrangements.

Recordings and transcripts will be stored securely as part of your matter file and will be retained in accordance with our Document Retention Policy (see [section 13](#)). Access to recordings and transcripts will be restricted to those who need them for the conduct of your matter, training, or regulatory compliance.

Where a video conference or telephone call involves third parties (such as the other side's solicitors, experts, or other professional advisers), we will make reasonable efforts to inform all participants that the meeting is being recorded and transcribed before the recording begins.

Lawful basis



We process recordings and transcripts on the basis of our legitimate interests in maintaining accurate records and providing effective legal services, and where necessary for the performance of our contract with you. Further details of how we process your personal data, including your rights in relation to it, can be found in our Privacy Policy at www.deanwilson.co.uk.

AI-assisted transcription

Where we use AI-assisted tools to transcribe recordings, the same data protection and confidentiality obligations apply as to any other aspect of our service. All transcripts are reviewed for accuracy and are not treated as a verbatim record unless expressly confirmed. Our use of AI tools is subject to the provisions set out in [section 10](#) (Use of Artificial Intelligence) of these Terms and Conditions.

By instructing us, you consent to the recording and transcription of communications as described in this section. If you have any concerns, please raise them with the person handling your matter.

10. Use of Artificial Intelligence

How we use AI tools

To enhance the efficiency and effectiveness of our legal services, we use various AI-assisted tools. These tools help with tasks such as document review, information retrieval, and preliminary drafting.

AI is not a substitute for legal expertise

AI tools support our solicitors but are not a substitute for professional judgement and expertise. All outputs generated by AI tools are reviewed and validated by qualified legal professionals to ensure accuracy and suitability for your specific legal needs.

Data security

We are committed to safeguarding the confidentiality of your information. When using AI tools, we ensure that all client data is encrypted both in transit and at rest, and we take appropriate measures to protect it from unauthorised access or disclosure.

Data protection compliance

We comply with all applicable data protection laws, including the UK General Data Protection Regulation (UK GDPR). Our use of AI tools follows strict data handling and retention policies designed to maintain the privacy and security of your personal information.



Professional supervision

AI tools serve to support the work of our legal professionals. All final legal advice and documents are provided under the supervision and approval of a qualified solicitor, in accordance with the SRA Code of Conduct.

Your consent

By instructing us, you consent to our use of AI tools in delivering legal services. If you have any concerns or objections about the use of AI, please let us know and we will discuss this with you.

Ongoing review

Our use of AI is subject to continuous review and evaluation to ensure it meets the highest ethical standards and aligns with best practice in the legal profession.

11. Liability and Insurance

Who is liable to you

Dean Wilson LLP is a limited liability partnership (LLP). Your contract is with the LLP, not with any individual partner, member, employee or consultant.

Even though we may use the title “Partner” for some of our people, there is no partnership between members or between the firm and its members. No individual has personal legal liability to you for any loss or claim arising from the work we do for you.

Professional indemnity insurance

We maintain professional indemnity insurance in accordance with SRA requirements. Details of our insurers and the territorial coverage of the policy are available on request.

Liability cap

Subject to the paragraph below on personal injury, death and fraud, our total liability to you (whether arising in contract, negligence or otherwise) for any claim or series of claims arising from the same circumstances is limited to £3 million.

Proportionate liability

Our liability to you is also limited to our proportionate share of any loss or damage you suffer, after taking into account the contribution of any other person who is responsible or liable to you for that loss or damage.



For the purpose of assessing the contribution of any other person, we will not take into account any limit imposed on their liability by any agreement made before the loss or damage occurred.

Third party liability

We do not accept liability to any third party. Our advice is personal and confidential to you as the client named in the Engagement Letter. We accept no responsibility to any third party arising from the advice we give you.

Any third party who receives details of our advice does so at their own risk and must be told about this clause. The Contracts (Rights of Third Parties) Act 1999 is excluded, so no third party can enforce any provision of these Terms and Conditions or the Engagement Letter.

Indirect and consequential loss

Subject to the paragraph below on personal injury, death and fraud, we will not be liable to you for:

- Loss of profits, sales, business or revenue
- Loss or corruption of data, information or software
- Loss of business opportunity
- Loss of anticipated savings
- Loss of goodwill
- Any indirect or consequential loss

Liability for third party advice

Where we recommend that you obtain advice from another professional (such as an accountant, surveyor, barrister, foreign lawyer or translator), we will engage them on your behalf as your agent. We will not be liable for the quality of their advice or work, or for any of their acts or omissions.

Building Safety Act 2022

Unless we expressly confirm otherwise in your Engagement Letter, we do not accept liability for any loss, claim, cost or expense arising from or in connection with:

- The application or interpretation of the Building Safety Act 2022 or any regulations made under it;
- Any reliance on information provided by a landlord, management company, seller, surveyor or other third party in a Landlord Certificate, Leaseholder Deed of Certificate, LPE1 form, or any similar document, including (without limitation) information relating to building height, storey count, the existence or nature of building safety defects, fire



safety measures, remediation costs, or the applicability of leaseholder protections under Schedule 8 of the Building Safety Act 2022;

- Any failure by a third party to provide accurate, complete or timely information in response to enquiries relating to the Building Safety Act 2022; or
- Any advice on or assessment of the structural safety, fire safety, or cladding compliance of any building.

Where the Building Safety Act 2022 may be relevant to your matter, we will advise you to seek independent specialist advice from an appropriately qualified professional (such as a building surveyor or fire safety consultant). We are not able to verify the accuracy of information provided by third parties in connection with the Building Safety Act 2022.

Stamp Duty Land Tax

While we exercise reasonable skill and care in the calculation and submission of SDLT returns as part of the conveyancing process, we do not accept liability for:

- Any loss, penalty, interest or additional tax arising from information provided by you (or on your behalf) that is inaccurate, incomplete or misleading;
- Any SDLT relief, exemption or reduced rate that you were eligible for but did not bring to our attention or instruct us to claim;
- Any HMRC enquiry, assessment, penalty or other action relating to an SDLT return unless the loss is caused solely by our negligent error in calculating or submitting the return; or
- Any tax liability other than SDLT that arises in connection with your transaction.

For the avoidance of doubt, our HMRC registration as a "tax adviser" does not create any duty of care to you in relation to tax matters beyond the SDLT services described in [section 3](#) of these Terms and Conditions.

Statutory reporting obligations

We will not be liable for any loss arising from our compliance with any statutory obligation which we have, or reasonably believe we have, to report matters to the relevant authorities (for example, under money laundering legislation).

Liability for personal injury, death and fraud

The limitations and exclusions on liability set out in this section do not apply to:

- Death or personal injury caused by our negligence



- Fraud or fraudulent misrepresentation
- Any other liability which cannot lawfully be excluded or limited

Banking failure

We will not be liable for money lost through the failure of a bank or other financial institution.

12. Financial Crime and Money Laundering

Our legal obligations

We are required by law to comply with the Proceeds of Crime Act 2002 and Money Laundering and Terrorist Financing regulations. This is because solicitors who deal with money and property on behalf of clients can be used by criminals to launder money.

What we need from you

Our obligations include the need to:

- Obtain information about, and evidence of, your identity
- Obtain information and identity evidence for businesses, directors, beneficial owners, and people related to you and the work we are doing for you
- Obtain satisfactory information and evidence about the source of your funds and source of your wealth
- Monitor transactions and keep identity information up to date

Electronic verification checks

You agree that we may make checks using online electronic verification systems (such as Legl, our third party identity verification provider) or other databases as we decide appropriate.

You must not send us any funds until we have told you that our checks have been completed.

In some circumstances, we may charge you for searches conducted by electronic verification systems, particularly where the checks are significantly more involved than we would normally expect.

Source of funds

We may ask you to confirm the source of any money you have sent to us or will be sending to us. If you do not provide this information promptly, your matter may be delayed and we may refuse to act for you or stop acting for you.



Consequences of not providing information

If you or anyone else involved in your matter does not provide us with the required information promptly, your matter may be delayed. If we cannot comply with our regulatory obligations, we reserve the right to stop acting for you. Where permitted by law, we will give reasonable notice.

Companies House reporting

If you are a company or limited liability partnership, we may be required to report any discrepancies between information we collect from Companies House and information we gather when complying with our anti-money laundering duties.

Suspicion reporting

In certain circumstances, we must report evidence or suspicions of money laundering to the National Crime Agency. If we make such a report, we may not be able to tell you that a report has been made or the reasons for it. See [section 14](#) on confidentiality.

Our liability for statutory compliance

We will not be liable for any loss arising from our compliance with any statutory obligation, or reasonable belief we have, to report matters to the relevant authorities under money laundering, terrorist financing or proliferation financing legislation.

Data protection

Any personal data we receive from you for the purpose of preventing money laundering or terrorist financing will only be used for that purpose, unless you consent otherwise or we are permitted by law to use it in other ways.

13. Documents, Files and Storage

Our files

While we are working for you, we will keep a paper file and/or an electronic file. Once your work is complete, we will retain an electronic file and may also retain a paper file.

If you need documents from your file at the end of your matter, please let us know.

Our right to keep your documents

We are entitled to keep all documents or papers that belong to you if you owe us money. This is known as a “solicitor’s lien”.



How long we keep files

We will keep our files in accordance with our Document Retention Policy, which may change from time to time. We currently keep most files for seven years after your matter concludes, or for such longer period as the law requires.

At the end of the retention period, we reserve the right to destroy files without further notice to you. We will try to contact you first if your file contains deeds or documents that belong to you.

Safe custody

We can keep important documents such as deeds and wills in safe custody on your behalf for longer periods if you would like us to. We will not destroy documents you have asked us to keep in safe custody.

We are unable to keep personal possessions on your behalf. If we do end up in possession of any personal possessions, we will not be liable for any loss while they are in our possession. If you ask us to store possessions, we will use external storage providers and charge you for the cost.

Retrieving files from storage

If we retrieve your file from storage because we are continuing to work for you or you have given us new instructions, we will not normally charge you for the retrieval.

If you ask us to retrieve your file from storage for any other reason, we may charge you for:

- Time spent retrieving the file and producing it to you
- Reading correspondence or documents, or carrying out other work necessary to comply with your instructions
- Providing additional copies of documents

We will normally provide you with an electronic copy of your file unless it is inappropriate to do so. Our current minimum charge for file retrieval is £75 plus VAT. We will tell you our costs in advance.

No ongoing duty to review stored documents

If we agree to store deeds or documents for you, we will not be responsible for checking their accuracy, advising you about changes that may affect them, checking their validity, or monitoring any time limits referred to in them, unless we have expressly agreed to do so in writing.



14. Confidentiality and Data Protection

Your personal data

Dean Wilson LLP collects, uses and is responsible for certain personal information about you. When we do so, we are regulated under the UK General Data Protection Regulation (UK GDPR) and we are responsible as 'controller' of that personal information for the purposes of those laws.

How we use your personal data

We use your personal data primarily to provide legal services to you, but also for related purposes as described in our Privacy Policy.

The use of your personal data is subject to your instructions, the Data Protection Act 2018, the UK GDPR, other applicable legislation, and our professional duty of confidentiality.

Our Privacy Policy

Please read our Privacy Policy carefully. It is available on our website at www.deanwilson.co.uk. If you would like a paper copy, please contact us.

Our Privacy Policy contains important information on:

- What personal data we collect and how we collect it
- How, why and on what legal grounds we use your personal data
- Who we share your personal data with
- Where your personal data is held and how long it is kept
- Whether your personal data may be transferred outside the UK and, if so, the safeguards we put in place
- Your rights in relation to the personal data we hold or use
- The steps we take to secure your personal data
- How to make a complaint about our use of your personal data
- How to contact us with queries or concerns about your personal data

Third party service providers

We may use third party service providers (including cloud service providers) to help us deliver efficient, cost-effective legal services. This may include hosting, sharing, transferring, analysing, processing or storing documents and information.

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 or information, we are not responsible for the security of the data or the provider's security standards.

Outsourcing and third party services

We may from time to time outsource certain functions or services to carefully selected third party providers where this is more efficient or cost-effective. This may include, for example, typing and transcription, document production, IT support and hosting, electronic identification and verification checks, digital dictation, bulk printing, scanning and other administrative support services.

Where we outsource services, we remain responsible for the overall supervision of your matter and for the work carried out for you. Our regulatory obligations continue to rest with us and cannot be transferred to any third party.

We only use outsourced service providers who commit to keeping your information confidential and to handling personal data in accordance with data protection law. We require appropriate contractual safeguards, including confidentiality and data processing agreements, to protect your information.

Some outsourced services (including certain IT and cloud-based services) may involve your information being accessed or processed outside the UK. Where this happens, we will ensure that appropriate safeguards are in place to protect your data, in line with UK data protection law.

If you have any concerns about outsourcing in relation to your matter, please let us know and we will discuss this with you.

Disclosure obligations

There may be circumstances where we are required by law to disclose information about you or your matter. This includes reporting obligations under money laundering legislation. If we are required to disclose information, we may not be able to tell you about the disclosure.

Your rights

You have rights under the UK GDPR, including the right to access a copy of the information we hold about you. Further information on your rights can be found in our Privacy Policy.

Contact for data protection queries or complaints

If you have questions about how we process your personal data, or if you are unhappy about our use of your personal data, please contact our Compliance Officer for Legal Practice at dataact@deanwilson.co.uk.



If your complaint remains unresolved, you can contact the Information Commissioner's Office. Details are available at www.ico.org.uk.

15. Marketing Communications

How we may contact you

We may use your personal data to send you updates (by email or post) about legal developments that might interest you, or information about our services.

This may include newsletters, legal updates, and invitations to events. We will do this where it is in our legitimate business interest to keep you informed about matters that may be relevant to you.

How to opt out

You have the right to opt out of receiving marketing communications at any time. You can do this by:

- Contacting us by email to unsubscribe or update your preferences
 - Using the 'unsubscribe' link in our emails
 - Writing to us at our registered office
-

16. Copyright

We own the copyright in all documents we create for you. You may use those documents for the particular purpose for which they were created, provided you have paid all costs and expenses due to us.

If you wish to use those documents for any other purpose, you must obtain our permission first.

17. Working Arrangements

Working from home and abroad

We operate a hybrid working policy. In exceptional circumstances, this may permit limited periods of working from abroad, but only where appropriate information security requirements can be put in place.

18. Ending Our Relationship

Your right to end our relationship

You may end your instructions to us in writing at any time. If you do so, we will be entitled to keep all your papers, deeds and documents while there is money owed to us for our fees, charges and expenses.

When we may stop acting for you

We may stop acting for you only with good reason. Examples include:

- You have not paid our invoice or provided money on account when requested
- The relationship of trust and confidence necessary between solicitor and client has broken down
- There is a threat or risk of violence, injury or other danger to the wellbeing of any of our staff
- A conflict of interest has arisen
- You have asked us to do something that would require us to break the law or breach our professional obligations
- You have become bankrupt or insolvent
- We are forbidden to act by the National Crime Agency or your name appears on any government sanctions list
- We reasonably believe that continuing to represent you may cause damage to our professional or personal reputation
- You have breached these Terms and Conditions in a material way
- You have not provided us with full and prompt instructions

Where we consider we may need to stop acting for you, we will give reasonable notice if we are able to do so.

Costs on termination

If you end your instructions to us, or we stop acting for you, you will still be responsible for paying our fees, charges and expenses for services we have provided up to the date of termination. All our rights set out in these Terms and Conditions will continue to apply after termination.

No reminder service after termination

We are not responsible for reminding you about important dates or deadlines after our relationship with you has ended, for whatever reason.

19. Complaints

Our commitment to service quality

We are committed to providing a high-quality service. If you are not satisfied with any aspect of our service, we want to know about it so we can try to resolve the problem.

How to complain

If you wish to complain about our service or our fees, please contact:

James Chadburn, Managing Partner
Dean Wilson LLP
Ridgeland House
165 Dyke Road
Brighton BN3 1TL

Telephone: 01273 249200

Email: complaints@deanwilson.co.uk

A copy of our full Complaints Procedure is available on our website at www.deanwilson.co.uk/complaints-policy or on request.

The Legal Ombudsman

If you remain dissatisfied once we have investigated your complaint, or if we have not dealt with your complaint within eight weeks, you may be entitled to refer your complaint to the Legal Ombudsman.

The Legal Ombudsman deals with service complaints from members of the public and very small businesses, charities, clubs and trusts.

Legal Ombudsman contact details:

Address: PO Box 6167, Slough, SL1 0EH

Telephone: 0300 555 0333

Email: enquiries@legalombudsman.org.uk

Website: www.legalombudsman.org.uk

Time limits for referring complaints:

The Legal Ombudsman expects complaints to be made to them:

- Within one year of the date of the act or omission you are concerned about, or within one year of you realising there was a concern, AND
- Within six months of our final response to your complaint



Assessment of fees by the court

You also have the right to apply to the court for an assessment of our fees under Part III of the Solicitors Act 1974.

Please note that the Legal Ombudsman may not deal with a complaint about our fees if you have applied to the court for the fees to be assessed.

The Solicitors Regulation Authority

The 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.

You can find information about raising concerns with the SRA on their website at www.sra.org.uk.

20. Equality and Diversity

We are committed to promoting equality and diversity in all our dealings with clients, third parties and employees. A copy of our Equality and Diversity Policy is available on request.

21. Third Party Rights

The Contracts (Rights of Third Parties) Act 1999 does not apply to these Terms and Conditions. This means that no third party has any right to enforce any provision of these terms.

22. Publicity

We may occasionally wish to provide details of our existing client base and the nature of the work we do to prospective clients, publishers of legal directories, or the media. We will contact you for your agreement before providing any information about you or your business.



23. Governing Law and Jurisdiction

Governing law

These Terms and Conditions and your Engagement Letter, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with them, are governed by the law of England and Wales.

Jurisdiction

The courts of England and Wales have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with these Terms and Conditions or your Engagement Letter.

However, we may bring legal proceedings to recover our fees or other sums payable to us in any other jurisdiction.

24. Regulatory Information

Authorisation and regulation

Dean Wilson LLP is authorised and regulated by the Solicitors Regulation Authority (SRA). Our SRA authorisation number is 532989.

The SRA Standards and Regulations are available at www.sra.org.uk.

Limited liability partnership

Dean Wilson LLP is a limited liability partnership registered in England and Wales under registration number OC351755. Our registered office is Ridgeland House, 165 Dyke Road, Brighton, BN3 1TL.

Use of the title “Partner”

The word “Partner” is used to refer to a member of the LLP or an employee or consultant of Dean Wilson LLP with equivalent standing and qualifications. A list of members is available for inspection at our registered office.

Financial Conduct Authority

We are not authorised by the Financial Conduct Authority (FCA). However, we are included on the register maintained by the FCA so that we can carry on insurance mediation activity (which broadly means advising on, selling and administering insurance contracts).



This part of our business, including arrangements for complaints or redress if something goes wrong, is regulated by the SRA. The FCA register can be accessed at register.fca.org.uk.

The Law Society is a designated professional body for the purposes of the Financial Services and Markets Act 2000, but responsibility for regulation and complaints handling has been separated from the Law Society's representative functions. The SRA is the independent regulatory body of the Law Society, and the Legal Ombudsman is an independent complaints-handling body.

Anti-bribery policy

We and our employees and all associated persons are prohibited from giving or receiving gifts or hospitality made with the intention of exerting improper influence, obtaining or retaining a business advantage, or in exchange for favours or benefits.

We will not accept gifts in the form of cash. If you wish to provide a gift or hospitality to any person associated with Dean Wilson LLP, we have a duty to record this in our central register.

We may end our relationship with you if we have cause to believe you or any person or business performing services on your behalf has committed an offence under the Bribery Act 2011.

A copy of our Anti-Bribery Policy is available on request.

Contact details

Full contact details are available on our website at www.deanwilson.co.uk.

These Terms and Conditions are effective from 1 April 2026.

Dean Wilson LLP
Ridgeland House
165 Dyke Road
Brighton BN3 1TL

www.deanwilson.co.uk

End of Terms and Conditions