

## WILLS JACOBSEN

### TERMS AND CONDITIONS OF BUSINESS

CILEx Regulation (the regulatory body for CILEx members and CILEX authorised entities) requires us to provide you with particulars of our terms and conditions of business. Accordingly, this formal statement sets out the basis on which Wills Jacobsen (“we/us/the Firm”) will carry out professional services on your behalf. Our CILEx Regulation Authority number is 2164535

#### **1 FEES**

- (a) Unless and until an alternative fee arrangement has been agreed and confirmed in writing by us, our fees are as described below.
- (b) Unless we agree a fixed fee for specified work, our fees (plus VAT) are calculated by hourly rates and by reference to the time spent by the fee earning staff dealing with your matters. This includes advising you, attending on you & others, dealing with papers, correspondence (including e-mails), telephone attendances, travelling & waiting time, & (where appropriate) advocacy.
- (c) Our current hourly charging rates for designated personnel are set out to the rear of these terms and conditions. Charging rates are reviewed periodically. You will be given notice in writing of any increase.
- (d) We undertake enhanced money laundering checks for clients who instruct us, against an independent online database called Smart Search. We make a reasonable charge for this and the current scale of charges is £5 inclusive of VAT for a check against an individual, and £10 inclusive of VAT for a check against a company. This charge is added to your bill.
- (e) We reserve the right to make charges (which will be included within any estimate of costs which we provide) in respect of:
  - (i) photocopying, printing and scanning of documents and papers at up to 18p per sheet (for black and white) and £2.80 per sheet (colour), which in each case will depend on size and volume; and
  - (ii) arranging any telegraphic transfers made on your behalf. If we intend to charge you for this we will notify you of the level of the charge.
- (f) VAT at the prevailing rate will be charged in addition to our professional fees. Disbursements will also be charged in addition to our professional fees. Disbursements are expenses incurred on your behalf such as Court fees, experts’ fees and barristers’ fees.

- (g) Where your instructions require that interviews take place or other work is carried out outside our normal office hours, we reserve the right to increase the level of the hourly rate.
- (h) We shall invoice you as frequently as we think appropriate. Issues determining the frequency of our invoices will include the nature of the matters on which we have been asked to act, the amount of our un-invoiced fees, the amount of time spent on your matters and your financial circumstances. We generally invoice our clients on a monthly basis and on completion of the transaction.

## **2 PAYMENT**

- (a) Payment of an invoice is required within 7 days of presentation unless otherwise stated on the invoice. Invoices will normally be rendered on a regular basis to enable you to monitor your liability in respect of costs. When a large amount of work is undertaken over a short period of time we will render bills more frequently.
- (b) Disbursements for which we incur liability on your behalf (for example company and other searches, Court fees, experts' fees and barristers' fees) are to be paid on request.
- (c) In some cases payment of a sum or sums will be required on account of our professional fees and/or disbursements before work can be carried out. These payments must be paid on request. Any money paid on account will be held in our Client Account, and any balance due at the end of the matter will be credited to you, together with any interest payable in accordance with the CILEX Accounts Rules. Any delay in making a payment on account could delay your case and may lead us to decline to act further for you.
- (d) Invoices which are unpaid after 7 days from delivery will attract interest at 4% per annum over the HSBC base rate from time to time, calculated on a daily basis from the date of the invoice to the date of payment.
- (e) Our fees are payable whether or not a case is successfully concluded or a transaction completed. If a case or transaction does not proceed to completion for any reason during the period in which we are instructed, then we shall be entitled to charge for the work done on the basis set out above, but we may in our absolute discretion waive part or all of such entitlement to fees.
- (f) If there is any undisputed money due to us from you on any particular matter, we are entitled to set it off against any credit balance due to you on our client account in respect of that matter or any other matter where we are acting for you, and we will notify you without delay after having done so.
- (g) We are entitled to retain any deeds and papers in our possession belonging to you until all fees and disbursements owing to us by you have been paid.
- (h) We reserve the right to suspend further work on any of your matters if payment of any invoice, or any payment on account of costs and/or disbursements, is not made in accordance with paragraph 2(a), 2(b) and/or 2(c) above.

## **3 TERMINATION**

- (a) You may terminate your retainer in any matter at any time by giving notice to us in writing.
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- (b) We may terminate our retainer in any matter in any of the following events:
- (i) If you fail to provide us with instructions in respect of that matter; or
  - (ii) If any payment on account which we have requested is not made within a reasonable time in accordance with paragraph 2 above; or
  - (iii) If you fail to pay an invoice relating to any matter within 28 days of delivery; or
  - (iv) If we have any other reasonable grounds for refusing to act further for you.

Prior to our terminating the retainer on any of the grounds stated above we will give you reasonable written notice of our intention to terminate, stating the ground(s) relied on. We will send you a final invoice covering all unbilled work on a matter in the event of termination of our retainer in that matter, howsoever occurring.

#### **4 STORAGE OF PAPERS AND DEEDS**

- (a) Following the conclusion of a transaction or case on your behalf, we will retain your file of papers for at least six years, or for such longer period as we may deem appropriate in our absolute discretion. After six years from the closure of the file, we reserve the right to destroy the file. If you require any papers (including pre-registration deeds and documents when title to property has been registered at HM Land Registry) to be kept for any specific period you must give us notice in writing to that effect before such period has elapsed, and in the event of such notice being given, we reserve the right to require you to take personal custody of the papers. This provision does not apply to deeds, wills and securities referred to in paragraph 5(b) below.
- (b) We provide a safe custody service to clients in respect of wills, deeds and other securities, and we reserve the right to make a reasonable charge for such storage from time to time subject to prior notice in writing being given to you, with the amount of the charge and the date from which it is to be paid (by way of payment in advance) being specified in that notice.
- (c) Where stored papers, wills, deeds or securities are retrieved from storage by us in connection with continuing or new instructions to us to act in connection with your affairs, normally no charge will be made for such retrieval. However we reserve the right to make an administration charge based on the time spent in retrieval and any perusal, correspondence or other work necessary to comply with the instructions by or on behalf of a client or former client for whom papers, wills, deeds or securities are stored.

#### **5 CLIENT BANK ACCOUNT/INTEREST**

- (a) The Firm operates a client account ("Client Account") with HSBC plc ("the Bank"). Any monies which we may hold on your behalf will, unless you otherwise instruct us in writing, be placed in the Client Account. Some or all of these monies may from time to time be transferred by us to a client deposit account at the Bank.
- (b) Where money is held on a separate designated deposit account we will account to you for all interest earned on the designated deposit account.
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- (c) Subject to paragraph (d) below, where money is held in a general client account we will pay interest on the balance or balances held over the whole period for which cleared funds are held, at a rate of 0.5% below the prevailing rate offered by HSBC plc from time to time on the general client account.
- (d) We will not pay interest on monies held in a general client account:
- (i) where the amount calculated is £25 or less;
  - (ii) where it arises on the holding of a mortgage advance from a lender in circumstances where the money will be used within 5 working days;
  - (iii) on money held for the payment of counsel's fees once counsel has requested a delay in settlement.
- (e) You should be aware that as the money will normally be held in an instant access account in order to facilitate your transaction, you are unlikely to receive as much interest as you might have been obtained if you held and invested the monies yourself.
- (f) The Firm's liability to you in respect of any monies held on our client account and/or deposit account shall be no greater than you would be entitled to recover from the Financial Services Compensation Scheme or any Government backed relevant compensation scheme that may be in force at the time in the event of the insolvency of the Bank.

## **6 CONDUCT AND SUPERVISION**

The names and status of the fee earner(s) with day-to-day conduct of a particular matter, and of any relevant Supervising Partner, are or will be set out in the client care letter sent to you at the outset of that matter. Any subsequent changes will be notified to you in writing.

## **7 COMPLAINTS PROCEDURE**

We naturally hope that you will not have any cause to complain about anything which we may do on your behalf. However, should there be any aspect of the service with which you are unhappy with then please let the person handling your matter know immediately. It is in both our interests that there is a good working relationship.

If this individual is unable to resolve your concerns then you may ask for your matter to be dealt with as a formal complaint under the firm's complaints procedure. The complaint can be made by telephone, email or letter and will be dealt with free of charge. The stages in this process are:

- Once a complaint is received it will be acknowledged in writing within three working days.
  - The matter will be investigated normally within three weeks
  - We will then invite you to a meeting to talk through the findings of the investigation with a view to bringing the matter to an amicable conclusion. (If you are unable to attend a meeting or do not want to we will instead write to you explaining the findings of the investigation and the action that is proposed to resolve the matter).
  - Following this meeting we will confirm in writing the findings of the investigation and the actions that has been agreed to address the matter.
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If at the end of eight weeks the matter has not been addressed to your satisfaction you have the right to have your complaint independently looked at by the Legal Ombudsman.

The Legal Ombudsman can investigate complaints up to six years from the date of the problem happening or within three years of when you found out about the problem. If you wish to refer your complaint to the Legal Ombudsman this should be done within six months of our final response letter to your complaint.

The Legal Ombudsman can be contacted on:

Visit [www.legalombudsman.org.uk/cmcc](http://www.legalombudsman.org.uk/cmcc)

Phone: 0300 555 0333 between 8.30am to 5.30pm.

For minicom: call 0300 5555 1777

Email: [enquiries@legalombudsman.org.uk](mailto:enquiries@legalombudsman.org.uk)

By post: Legal Ombudsman, PO Box 6806, Wolverhampton, WV1 9WG.

Do not send original documents to the Legal Ombudsman

In addition, if your complaint relates to my conduct, you have the right to complain to CILEx Regulation who will investigate it free of charge. Complaints of this type must be made within 12 months of the event that gave rise to the complaint or within 12 months of you having knowledge of the events, whichever is the greater. The complaint can be made by contacting CILEx Regulation at Kempston Manor, Kempston, Bedford, MK42 7AB, telephone 01234 845770 or at [info@cilexregulation.org.uk](mailto:info@cilexregulation.org.uk).

Alternative dispute resolution (ADR) bodies (Promediate (UK) Limited, Brow Farm, Top Road, Frodsham, WA6 6SP. Email: [enquiries@promediate.co.uk](mailto:enquiries@promediate.co.uk), Phone 0203 621 3908) exist which are competent to deal with complaints about legal services should both you and our firm wish to use such a scheme. We do not agree to the use of ADR currently preferring the complaints resolution scheme offered by the Legal Ombudsman and detailed above.

I would hope that you will be very satisfied with the service that I provide and I would therefore encourage you to tell my regulator what you think of the service you have received. To do this visit [www.cilexregulation.org.uk/consumers/surveys](http://www.cilexregulation.org.uk/consumers/surveys) then click on the link entitled 'Feedback' and take the CILEx Regulation Client Survey.

## **9            LIMITATION OF LIABILITY**

The Firm carries professional indemnity insurance as required by CILEx Regulation. Information about the Firm's Insurance policy is available for inspection at the Firm's office during normal business hours.

The limit of the Firm's liability whether in contract, tort (including negligence), breach of statutory duty or otherwise in respect of any claim or a series of claims which are related, including expenses, legal fees and any other costs howsoever arising, is £2,000,000 (two million pounds). We will not be liable for any consequential, special, indirect or exemplary damages, costs or losses or any damages, costs or losses attributable to lost profits or opportunities. You agree that the cap on liability is fair and reasonable having regard to all of the circumstances which were, or ought reasonably to have been, known to you or in your contemplation at the time of any engagement or

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provision of services by the Firm. You may seek to obtain legal services elsewhere without such limitation.

The contact address for our insurers is Zurich Financial Lines 3 Minster Court, Mincing Lane, London EC3R 7DD

Our cover is limited to work carried out for UK entities only

## **10 FUTURE INSTRUCTIONS**

Unless otherwise agreed, and subject to the application of the prevailing hourly rates, these terms and conditions of business (including any subsequent revisions or amendments) shall apply to all matters on which you instruct the Firm to act on your behalf.

Although your continuing instructions will amount to acceptance of these terms and conditions of business, we should be grateful if you would please sign and return one copy of them for us to retain on our file.

## **11 CORPORATE CLIENTS – PERSONAL WARRANTY**

Any director, partner, trustee, or other authorised officer signing these terms and conditions of business on behalf of (i) any private limited company or plc, (ii) any partnership (whether a Limited Liability Partnership or otherwise), or (iii) any trust, (which entity shall be defined herein as “the Organisation”) (and if more than one signatory, jointly and severally) HEREBY PERSONALLY WARRANTS THAT (i) they are duly authorised to sign these terms on behalf of the Organisation, (ii) any person within the Organisation giving instructions to the Firm in relation to any matter is duly authorised to give such instructions, (iii) the Organisation has the capacity to meet its obligations from time to time to the Firm under these terms (including the payment of any fees and/or disbursements), and (iv) they shall immediately notify the Firm in writing if they become aware of anything that might prevent the Organisation from meeting its obligations to the Firm.

By signing these terms, the signatory accepts that he/she/they (and if more than one jointly and severally) shall be personally liable to the Firm by reason of breach of warranty for any loss or damage occasioned by reason of the Organisation being unable to meet its obligations to the Firm.

**IMPORTANT – IF IN DOUBT, YOU SHOULD SEEK INDEPENDENT LEGAL ADVICE BEFORE SIGNING.**

## **12 MONEY LAUNDERING**

As part of our policy to protect existing and potential clients from the risks of fraud, and to minimise the danger of money laundering, we are required by law to undertake identification and address verification checks for all new clients whenever instructions are received, as well as periodically for established clients of the Firm, as part of our standing audit requirements.

We undertake enhanced money laundering checks against an independent online database called Smart Search. We make a reasonable charge for this and the current scale of charges is £5 inclusive

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of VAT for a check against an individual, and £10 inclusive of VAT for a check against a company. This charge is added to your bill.

We will also undertake money laundering checks against any third party from whom we receive monies in relation to your matter(s), whether such monies are intended to be in payment of our fees or otherwise, and the fee for the same will be added to your bill.

If we are unable to verify your identity using Smart Search we will ask you to provide original documents as evidence of your identity.

The lists below detail the types of document we can accept as evidence of personal identity and address:-

**Personal Identity:**

- Current signed passport
- EU member state identity card
- Residence Permit issued by the Home Office together with own country's passport
- Current EU or UK photocard (including counterpart) driving licence
- Armed Forces ID card

**Address:**

- Recent utility bill or bank statement or mortgage statement with the current address
- Local authority rates bill
- Current UK driving licence (only if not used as evidence of ID)
- Local authority rent card or tenancy agreement

All private clients should make one original document available from each of the two lists above. The same documentation will also be required from two of the principal directors of corporate clients, from two of the principal partners of clients which are partnerships, and from two trustees of clients which are trusts.

To assist us in meeting our obligations, clients must bring their documentation to our offices immediately on instructing the Firm. Alternatively, clients who are unable to attend in person may send us certified copies (i.e. certified by either a GP, solicitor or Justice of the Peace) of the identity and address documentation.

The Firm's policy is not to accept cash from clients in excess of the sum of £1,000. If you try to avoid this policy by depositing cash directly with our Bank, we may decide to charge you for any additional checks we decide are necessary to prove the source of the funds. Where we have to pay money to you, it will be paid by cheque or bank transfer. It will not be paid in cash or to a third party.

**13      CONFIDENTIALITY**

- (a)      Sometimes we may ask other companies or people to do typing, photocopying or other work on our files to ensure this is done promptly and cost effectively. We will always seek a confidentiality agreement with these outsourced providers. If you do not want
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your file to be outsourced please tell us as soon as possible, but please bear in mind that this may result in additional expense which we reserve the right to charge.

- (b) 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.
- (c) We are professionally and legally obliged to keep your affairs confidential. However, we may be required by statute to make a disclosure to the National Crime Agency where they know or suspect that a transaction may involve money laundering or terrorist 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.

#### **14 DATA PROTECTION – CLIENTS’ INFORMED CONSENT**

The Firm is obliged to follow the regulatory requirements under the General Data Protection Regulation (“the Regulations”) and is committed to complying with its obligations under those Regulations.

It is important that you are informed how we will use your personal information, and that you consent to us holding and using it in providing services to you.

- (a) We undertake to process your personal data in a lawful and fair manner and to ensure that such information is adequately protected.
- (b) We will use such information in providing legal services to you, and this may include making checks required by CILEx Regulation or any third party in order to comply with legal requirements, such as credit and money laundering checks.
- (c) We will process and keep personal information (personal data) and sensitive personal data (as defined in the Regulations) in providing services to you, in accordance with our Privacy Policy.
- (d) We will enter such information onto our database and make details available to the partners and staff of the Firm for the purpose of improving our knowledge about you and the services to be provided to you.
- (e) We will use such information to assist us in providing additional services to be undertaken by third parties, such as barristers, financial institutions, financial advisers or other fields from whom specialist opinions, advice or guidance may be required, having regard to your case or your needs.

#### **15 EQUALITY AND DIVERSITY**

The Firm is committed to promoting equality and diversity in all of its dealings with clients, third parties and employees.

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**16**      **TAX ADVICE**

Whilst the firm will draft Wills so as to comply inheritance tax thresholds the Firm does not offer tax advice. If this is required by a client they will be directed to an appropriate individual who is registered with the Financial Conduct Authority to provide such advice.

**17**      **CONFLICT OF INTEREST**

As far as we are aware, there is no conflict of interest to prevent us from acting for you. If such a conflict arises or we become aware of a conflict we will contact you to discuss this. If a conflict does arise then we may have to cease acting for you.

**18**      **CONSENT**

By signing and returning these terms and conditions:

- (a) You are giving us positive consent to obtain, store, process and/or destroy the information about you as stated above, in providing legal services to you; and
- (b) You agree that we may use the information we hold about you to contact you from time to time (by post, fax, e-mail or telephone) to bring to your attention other services and/or news that may be of benefit to you (“Marketing Purposes”). Please note you have the right at any time to object to direct mailing and may withdraw consent given in this paragraph, by contacting us at any of our offices. If you do NOT wish to be considered for Marketing Purposes, please tick the box below.

I do not wish to be considered for marketing purposes

**For use where the client is an individual/couple:**

I/We have read, understood and confirm my/our acceptance of the terms and conditions of business set out above.

Signed: .....

Print Name: .....

Signed: .....

Print Name: .....

Dated: .....201

**For use where the client is a Company/Partnership/LLP or Trust:**

I/We have read, understood and confirm my/our acceptance of the terms and conditions of business set out above, including the warranties set out at paragraph 11.

I/We have considered the effect and consequences of this and have been given an opportunity of taking independent advice.

Signed: .....

Print Name: .....

Position in Organisation:.....

Signed: .....

Print Name: .....

Position in Organisation:.....

As duly authorised signatory for and on behalf of  
Name of Organisation: .....

Dated: .....201

**STANDARD CHARGEOUT RATES**  
**Valid from 1<sup>st</sup> July 2019 to 31<sup>st</sup> December 2019**

DESCRIPTION OF FEE EARNER	£ per hour
Partner and Consultant	205.00 to 220.00
Other fee earners	60.00 to 150.00

The above rates are exclusive of VAT and are reviewed twice annually on 1<sup>st</sup> January and 1 July.

Routine letters and e-mails received and sent (excluding preparation, drafting, perusal and review time), and routine telephone attendances, are each charged as six minutes' work.

All other work (including time spent in preparation, drafting, perusal and reviewing (whether in respect of long letters and e-mails, documents or otherwise), long (non-routine) telephone attendances, long (non-routine) letters and file notes, meetings with clients and others and court attendance) is charged according to the actual time taken (calculated in and rounded up to the nearest six minute unit).

In exceptional cases it may be necessary for work to be charged at higher rates than those shown above. Should this be the case, we will notify you in advance of the rates which are to be charged.

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**Notice of the right to cancel**

- a) If we have not taken your instructions at our office then the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 apply to your case. This means you have a right to cancel your retainer with Wills Jacobsen within 14 days of the date of these terms and conditions by writing to us at the postal address or the email address below and you will not be required to make any payment.
- b) You can cancel your retainer with Wills Jacobsen later than 14 days after the date of these terms and conditions by writing to us at the postal address or the email address below. However, you will be liable to pay all fees incurred up to the date of cancellation.
- c) You can use the cancellation form below but you do not have to. Where notice of cancellation is posted, it is recommended that it is sent by Recorded Delivery, however cancellation will be deemed to be served as soon as it is posted or sent to the Company.
- d) We will acknowledge receipt of notice of cancellation in writing within 14 days.
- e) You can request in writing that we start work on your documentation on a date before the expiry of 14 days of the date that you first give us information to enable us to complete work for you. Should you subsequently cancel your retainer within 14 days of the date that you first give us information to enable us to complete work for you, you will have to pay for any work that was carried out on your behalf before you cancelled your retainer.

**If you wish to cancel this contract, you MUST DO SO IN WRITING and deliver it personally or send (which may be by electronic mail) it to us. You may use this form if you want to, but you do not have to.**

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**Complete, detach and send this form ONLY IF YOU WISH TO CANCEL THIS AGREEMENT**

To: **Wills Jacobsen** 1 Broughton Business Centre, Causeway Road, Broughton, Huntingdon, PE28 3AR OR to info@willsjacobsen.co.uk

I/We (delete as appropriate) hereby give notice that I/we (delete as appropriate) wish to cancel my/our (delete as appropriate) instructions given under reference number .....

Signed

Signed

Print Name

Print Name

Date

Date

Address

Address

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