

**HEGARTY LLP SOLICITORS – Trusts & Probate Department**  
**TERMS AND CONDITIONS OF BUSINESS (01.10.18)**

**1 Our Aim**

We aim to offer our clients quality legal advice with a personal service at a fair cost. As a start, we hope it is helpful to you to set out in this statement the basis on which we will provide our professional services.

**2 Our Commitment to You**

We will:

- 2.1 REPRESENT your interests and keep your business confidential; be polite and considerate in our dealings with you.
- 2.2 EXPLAIN to you the work which may be required and the prospects of a successful outcome and listen to what you are hoping to achieve.
- 2.3 MAKE SURE that you understand the likely degree of financial risk which you will be taking on and make sure that your expectations are realistic.
- 2.4 KEEP YOU regularly informed of progress or, if there is none, when you are next likely to hear from us and to copy you in on substantive correspondence.
- 2.5 TRY to avoid using technical legal language when writing to you and to write in plain English.
- 2.6 DEAL with your queries promptly. We will always try to return your telephone calls on the same day, give appointments without undue delay and generally deal with correspondence on the day it is received.
- 2.7 GIVE you a clear bill and keep you informed of costs on a regular basis.

**3 Our Hours of Business**

The normal hours of opening at our offices are between 9.00am and 5.15pm on weekdays excluding standard Bank Holidays in England. Messages can be left on the voicemail outside those hours and appointments can be arranged at other times when this is essential.

**4 Charges and Expenses**

- 4.1 Our charges will be calculated mainly by reference to the time actually spent in respect of any work done on your behalf. This will include meetings with you and perhaps others; reading, considering and working on papers; correspondence, including emails; making and receiving telephone calls; preparation of any detailed costs calculations; time spent travelling away from the office when this is necessary. From time to time we may arrange for some of this work to be carried out by persons not directly employed by us.
  - 4.2 Routine letters are charged as 6 minute units of time and we charge for considering incoming letters at units of 6 minutes per letter and the time spent on making and taking telephone calls in 6 minute units.
  - 4.3 The current hourly rate for the person dealing with the matter will be set out in a letter sent to you at the start of each matter. Where others are involved their currently hourly rates are set out below. We will add VAT to these at the rate that applies when the work is done. Partners up to £250. Solicitors up to £240. Fellows of the Institute of Legal Executives or fee earners of equivalent experience up to £230. Executives up to £170 and Trainee Solicitors up to £100.
  - 4.4 These hourly rates have to be reviewed periodically to reflect increases in overhead costs and inflation. Normally the rates are reviewed with effect from 1 January each year. If a review is carried out before this matter has been concluded, we will inform you of any variation in the rate before it takes effect.
  - 4.5 In addition to the time spent, we may take into account a number of factors including any need to carry out work outside our normal office hours, the complexity of the issues, the speed at which action has to be taken, any particularly specialist expertise that the case may demand. In particular, in property transactions, in the administration of estates and in matters involving a substantial financial value or benefit to a client, a charge reflecting, for example, the price of the property, the size of the estate, or the value of the financial benefit may be considered. It is not always possible to indicate how these aspects may arise but on present information we would expect them to be sufficiently taken into account in the rates which we have quoted. Where a charge reflecting any value element is to be added we will explain this to you.
  - 4.6 Solicitors have to pay out various other expenses on behalf of clients ranging from Land or Probate Registry fees, local authority fees and so on. We have no obligation to make such payments unless you have provided us with the funds for that purpose. We will generally request these payments in advance and would ask that you make payment promptly so as not to delay matters. VAT is payable on certain expenses. We refer to such payments generally as 'disbursements\*. Disbursements are payable by you in addition to our charges.
  - 4.7 We also reserve the right to charge for any photocopying undertaken on your behalf. Such charges are incurred at the rate of £0.25p for A4 and £0.30p for A3 plus vat. For coloured photocopying the charges are £0.50p for A4 and £1.00 for A3 plus vat. These rates may vary from time to time and we will notify you of any changes.
  - 4.8 We will charge £30 plus VAT for any payment made by telegraphic transfer.
  - 4.9 We will pass on the following charges made by our bank:  
Returned cheques (returned as unpaid by client's bank) £4.00 plus VAT  
Stopped cheques (as instructed by client) £10.00 plus VAT  
Special presentations (as instructed by client) £15.00 plus VAT
  - 4.10 If, for any reason, this matter does not proceed to completion, we will be entitled to charge you for work done and expenses incurred.
- 5 Payment Arrangements**
- 5.1 Administration of estates. We will normally submit an interim bill at regular stages during the administration, starting with the obtaining of a Grant. The final account will be prepared when the Estate Accounts are ready for approval.
  - 5.2 Other cases or transactions. It is normal practice to send an interim bill for our charges and expenses at the end of each month or quarter and a final bill after completion of the work. This helps clients in budgeting for costs as well as keeping them informed of the legal expenses which are being incurred. If such requests are not met with prompt payment, delay in the progress of a case may result. In the unlikely event of any bill or request for payment not being met, we reserve the right to stop acting for you further. However in cases of Wills or Powers of Attorney normally we shall only submit a bill at the conclusion of the matter unless you do not provide us with instructions to conclude the matter in which case we shall submit a bill once it becomes apparent to us that we are without instructions to proceed.

5.3 Payment is due to us within 14 days of our sending you a bill. Interest will be charged on a daily basis at 8% per annum from the date of the bill in cases where payment is not made within 14 days of delivery by us of the bill.

5.4 Payment may be made by cheque which should be made payable to "Hegarty LLP". We accept most major credit/debit cards. However, for the disbursement element of an invoice or if you pay outside the fourteen day period referred to above, we may have to pass on the administration charge

5.5 We do not accept payments to us in cash in excess of £1,000. Monies due to you from us will be paid by cheque or bank transfer, but not in cash, and will not be made payable to a third party.

**6 Other Parties' Charges and Expenses**

- 6.1 In some cases and transactions a client may be entitled to payment of costs by some other person. It is important that you understand that in such circumstances, the other person may not be required to pay all the charges and expenses which you incur with us. You have to pay our charges and expenses in the first place and any amounts which can be recovered will be a contribution towards them. If the other party is in receipt of public funding no costs are likely to be recovered.
- 6.2 If you are successful and a court or tribunal orders another party to pay some or all of your charges and expenses, interest can be claimed on them from the other party from the date of the court order. We will account to you for such interest to the extent that you have paid our charges or expenses on account, but we are entitled to the rest of that interest.
- 6.3 You will also be responsible for paying our charges and expenses of seeking to recover any costs that the court or tribunal orders the other party to pay to you.
- 6.4 A client who is unsuccessful in a court or tribunal case may be ordered to pay the other party's legal charges and expenses. That money would be payable in addition to our charges and expenses. Arrangements can be made to take out insurance to cover liability for such items. Please discuss this with us if you are interested in this possibility.

**7 Liability**

- 7.1 Any liability we have to you shall be limited to that proportion of the loss or damage (as defined in the Civil Liability (Contribution) Act 1978) that a Court allocates to us having considered the responsibility of any other person for any loss or damage. When assessing the contribution of others, no account shall be taken of any agreement you may have with others to limit their damages. Any provision limiting liability shall not apply to any loss or damage arising from death or personal injury caused by negligence on our part or other liability which cannot lawfully be excluded.
- 7.2 Our client monies will be placed in a client account at a bank or building society as defined in section 87 of the Solicitors Act 1974 and at present client funds are deposited with HSBC Bank Plc, Barclays Bank Plc, Lloyds Bank or Santander UK Plc. We will not be liable to repay money lost through a banking failure.
- 7.3 The Financial Services Compensation Scheme has confirmed that the scheme applies to client money held in our client account. Therefore the scheme covers deposits belonging to clients who are individuals or small businesses up to £85,000 per client per authorised deposit taking institution. If you hold other personal monies yourselves in the same bank as our client account the limit remains £85,000 in total.
- 7.4 Some deposit taking institutions have several brands i.e. where the same institution is trading under different names. Clients should check either with their bank, the FSA or a financial advisor for more information in this respect.
- 7.5 By accepting our Terms and Conditions of Business you are deemed to granting us consent to disclose to the Financial Services Compensation Scheme your details in the event of a bank failure

**8 Interest**

8.1 Our Policy is to pay interest on any of your money that we hold when it is fair and reasonable to do so in all the circumstances. The amount of the interest that we pay will be a fair and reasonable sum calculated over the period we hold cleared funds. This will usually be the rate of interest paid on a HSBC Business Money Manager Instant Access Account. We will generally not pay an amount of interest that is less than £50.

**9 Storage of Papers and Documents**

- 9.1 After completing the work, we are entitled to keep all of your papers and documents while there is money owing to us for our charges and expenses. We will keep your file of papers or scanned copies for you in storage for not less than 6 years. After that, storage is on the clear understanding that we have the right to destroy your papers after such period as we consider reasonable or to make a charge for storage if we ask you to collect your papers and you fail to do so. We will not destroy any documents such as Wills, Deeds, and other securities, which you ask us to hold in safe custody. No charge will be made to you for such storage unless prior notice in writing is given to you of a charge to be made from a future date which may be specified in that notice.
- 9.2 If we retrieve papers or documents from storage in relation to continuing or new instructions to act in connection with your affairs, we will not normally charge for such retrieval. However, we may make a charge based on time spent for producing stored papers or documents to you or another at your request. We may also charge for reading, correspondence or other work necessary to comply with your instructions.

**10 Insurance Distribution**

We are not authorised by the Financial Conduct Authority. However, we are included on the register maintained by the Financial Conduct Authority so that we can carry on insurance distribution activity, which is broadly the advising on, selling and administration of insurance contracts. This part of our business, including arrangements for complaints or redress if something goes wrong, is regulated by the Solicitors Regulation Authority. The register can be accessed via the Financial Conduct Authority website at [www.fca.org.uk/firms/financial-services-register](http://www.fca.org.uk/firms/financial-services-register).

**11 Financial Services and Insurance Mediation**

- 11.1 Sometimes conveyancing/family/probate/company work involves investments. We are not authorised by the Financial Services Authority and so may refer you to someone who is authorised to provide any necessary advice. However, we can provide certain limited services in relation to investments, provided they are closely linked with the legal services we are providing to you, as we are authorised and regulated by the Solicitors Regulation Authority.
- 11.2 If you have any problem with the service we have provided for you then please let us know. We will try to resolve any problem quickly. We operate an internal complaints handling system to help us to resolve any problem between ourselves. If for any reason we are unable to resolve the problem between us, then we are authorised and regulated

by the Solicitors Regulation Authority and complaints and redress mechanisms are provided through the Solicitors Regulation Authority and the Legal Ombudsman.

- 11.3 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 Solicitors Regulation Authority is the independent regulatory body of the Law Society and the Legal Ombudsman is an independent complaints handling body.

## 12 Termination

- 12.1 You may terminate your instructions to us in writing at any time but we will be entitled to keep all your papers and documents while there is money owing to us for our charges and expenses. If at any stage you do not wish us to continue doing work and/or incurring charges and expenses on your behalf, you must tell us this clearly in writing.
- 12.2 If we decide to stop acting for you, for example if you do not pay a bill on account or comply with the request for a payment on account, we will tell you the reason and give you notice in writing.
- 12.3 Under the Consumer Protection (Distance Selling) Regulations 2000, for some non-business instructions, you may have the right to withdraw, without charge, within 7 working days of the date on which you asked us to act for you. However, if we start work with your consent within that period, you lose that right to withdraw. Your acceptance of these terms and conditions of business will amount to such a consent. If you seek to withdraw instructions, you should give notice by telephone, email or letter to the person named in the letter with these terms of business as being responsible for your work. The Regulations require us to inform you that the work involved is likely to take more than 30 days.

## 13 Excluded Advice

- 13.1 Any work that we do for you may involve tax implications or necessitate the consideration of tax planning strategies. We are not qualified to advise you on the tax implications of a transaction that you instruct us to carry out, or the likelihood of them arising. If you have any concerns in this respect, please raise them with us immediately. We may be able to identify a source of assistance for you. We will not be liable to you for any losses you suffer where this tax advice is inaccurate, incomplete or incorrect in any way.
- 13.2 Where your matter has involved tax or tax planning issues, we are not responsible for updating any advice following any changes in legislation, case law or any other changes to tax that may occur.
- 13.3 We will not advise you on the planning implications of any transactions unless specifically requested to do so by you, otherwise than by reporting to you on any relevant information provided by the results of any Search.

## 14 Identity and Disclosure Requirements

- 14.1 We are entitled to refuse to act for you if you fail to supply appropriate proof of identity for yourself or for any principal whom you may represent. It is also now a requirement that we verify your identity from the **originals** of either your current valid full passport or driving licence and **one** item from the following list: (a) Visa, Mastercard, American Express or Diners Credit Card issued in the UK together with statement (b) a receipted utility bill, (c) a Council Tax bill (d) a Council rent book showing the rent paid during the last three months (e) a mortgage statement for the year just ended. Please note that the statements/bills in (a), (b) and (c) above **must not be more than three months old** and **show your current address and must be originals** not photocopies as we must make and keep copies in the file. Please bring these to our office when next coming to see us. If these original documents are not provided, we reserve the right to cease to act for you immediately.
- 14.2 We may arrange to carry out an electronic verification of your identity if we consider that a saving of time and cost will be achieved by doing so. The cost of any such search will be charged to you. If the amount is in excess of £10 including VAT, we will seek your prior agreement.
- 14.3 We will not be liable for any loss, damage or delay arising out of the firm's compliance with any statutory or regulatory requirement. There may be other occasions where we wish to restrict our liability but we will specifically raise these with you.
- 14.4 Various obligations are imposed on you and us under the Terrorism Act 2000, Proceeds of Crime Act 2002 and the Money Laundering Regulations 2007. The obligations imposed on you are to prove who you are and to provide written proof of the source of all monies required to complete all transactions and to pay all bills. If the money does not come from the source stated, we have the right not to complete any transaction and to terminate our retainer. In this case, we will not be liable to you for any loss or damage which arises as a result of the termination of our retainer however caused. Please note we will not, under any circumstances, accept payment in cash of more than £1,000.00. Acceptable written evidence of the source of the cash must be produced. Again our obligation is to report any suspicious activities to the NCA and if we do report any suspicious activities we are unable to inform you that the matter has been reported and we are unable to carry out any further work on your file until authorised by

the NCA. Again, we will not be liable to you for any loss or damage which arises as a result of any report that we make to the NCA. When acting for a company, the identity of its shareholders and directors will have to be checked. When acting for a trust, the identity of the beneficiaries will have to be checked.

- 14.5 Solicitors are not allowed to disclose information about a client's affairs without the client's authority. By accepting these terms and conditions of business you authorise us to disclose to the other parties in the transaction and, if applicable, to all other parties in the chain of transactions and their agents and advisers, any information necessary to progress the transaction including any related sale or mortgage and other financial arrangements and wishes as to dates for exchange and completion. You may withdraw this authority at any time but if you do so you should appreciate that we will inform the other party or parties and their agents or advisers that this authority has been withdrawn.

## 15 Communication Between You and Us

- 15.1 Our aim is to offer all our clients an efficient and effective service at all times. We are proud that we hold the accreditation of Lexcel and ISO 9001. If there is any aspect of our service that you are unhappy about please raise your concern in the first place with the fee earner dealing with your matter. If you still have concerns then please contact the head of department. If your concerns remain unresolved and you wish to formally complain then please contact the Client Care Solicitor Partner, Tim Thompson. You are also entitled to complain about your bill. If you are still not satisfied you may complain to the Legal Ombudsman at PO Box 6806, Wolverhampton WV1 9WJ Tel: 0300 555 0333 email: [enquiries@legalombudsman.org.uk](mailto:enquiries@legalombudsman.org.uk) in respect of a complaint of inadequate professional services or the Solicitors Regulation Authority at The Cube, 199 Wharfside Street, Birmingham. B1 1RN in respect of professional misconduct. You may also have a right to apply to the court for an assessment under Part III of the Solicitors Act 1974
- 15.2 We will aim to communicate with you by such a method as you may request. We may need to virus check discs or email. Unless you withdraw consent, we will communicate with others when appropriate by email or fax but we cannot be responsible for the security or confidentiality of correspondence and documents sent by email or fax.
- 15.3 The Data Protection Act requires us to advise you that your particulars are held on our database. We are also registered with the Information Commissioner for use of your personal data for provision of legal services and other services we provide to you. By accepting these terms you consent to our processing any sensitive personal data about you. We do not share your data with any other person unless you consent to such sharing ie estate agents, other firms of Solicitors medical experts, barristers etc. By accepting these terms you consent to our sharing your details with only those persons directly concerned with your matter. You are entitled to obtain a copy of the information held about you. You have the right to correct any inaccuracies. We may, from time to time, use these details to send you information which we think might be of interest to you. If you do not wish to receive this please let us know.
- 15.4 As part of Hegarty LLP's commitment to accreditation to ISO 9001 and Lexcel it is necessary for our systems to be reviewed and audited by an external Quality Auditor. As part of this audit it may be necessary for an external Auditor to have access to your file. Files will be selected on an entirely random basis. If you have any objections or reservations about your file being used as part of this audit process then please raise the matter now.
- 15.5 We may refer to Members of the LLP as Partners.
- ## 16 Terms and Conditions of Business
- 16.1 Unless otherwise agreed, and subject to the application of the hourly charging rates applying at that time, these Terms and Conditions of Business shall apply to any future instructions given by you to this firm.
- 16.2 Although your continuing instructions in this matter will amount to an acceptance of these Terms and Conditions of Business, it may not be possible for us to start work on your behalf until one copy of them has been signed and returned to us for us to keep on our file.
- ## 17 Provision of Services Regulations 2009
- 17.1 Our VAT number is 224 7216 27.
- 17.2 Our Professional Indemnity Insurers are International Insurance Company of Hannover SE.
- 17.3 Our detailed professional rules, known as the Solicitors' Code of Conduct 2011 can be accessed at [www.sra.org.uk/rules](http://www.sra.org.uk/rules).

I confirm I have read, understood and accept, these Terms and Conditions of Business.

Signed

Dated:

Print Name

Ref: