

# Client Care Information

Your Will

Important Information We Need to Give You  
& Important Information You Need to Give Us

**IMPORTANT**

Before we can do any work we need you to complete and return the forms at the end of this document



Law is Our Business.



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## 1. Key words used in this document

**“We”, “Our”, “Us” “Waldrons”** refer to Waldrons Solicitors Limited trading as Waldrons Solicitors (Company number 7001232) whose registered office is at Capstan House, The Waterfront, Merry Hill, West Midlands DY5 1XL and any successor practice. We are authorised and regulated by the Solicitors Regulation authority (SRA number 564439)

**“You” or “Your”** refer to our client or potential client – the person, people or entity by whom we are instructed. We will be entitled to assume that whoever is providing instructions has authority to do so and in the case of a company or a partnership that, that person has brought this information booklet to the attention of all directors and partners. We shall be entitled to rely on any information you provide.

**“Matter”** means the specific transaction, dispute or issue in relation to which you have instructed us to provide services.

**“Legal Adviser”** means the Solicitor(s), Legal Executive(s), Licenced Conveyancer(s), Trainee Solicitor(s) and Paralegal(s) who will be dealing with your matter.



The purpose of this document is to agree and record certain key information between you and Waldrons including the key terms on which we will act for you.

Details of our Team can be found by clicking [here](#). A member of the Team will act for you personally. Their details will be confirmed on receipt of your instructions, although her or she may be assisted from time to time by other Legal Advisers in the Team. Joseph Norton who is a Solicitor and the Managing Director of Waldrons has overall supervision of this matter.

We appreciate that there is a lot of information in this document but it is important that you read all the information.

If you have any queries please do not hesitate to contact us.

Our office address	Our Correspondence Address
<p>Capstan House The Waterfront Merry Hill West Midlands DY5 1XL</p> <p>Switchboard: 01384 811811</p>	<p>If you need to write to us or post anything to us, please post to the address below:</p> <p><b>Waldrons Solicitors</b> <b>Capstan House</b> <b>The Waterfront</b> <b>Merry Hill</b> <b>DY5 1XL</b></p> <p>This will ensure that we receive your correspondence without delay.</p>
Our Opening Hours	
<p>We are open from 9am to 5:15pm Monday to Thursday and 9am to 5pm on Friday.</p>	

### 3. Your Instructions

You have instructed us to draft a Will. This will be based on the instructions you enter into our online system. By agreeing to these Terms, you are confirming that you do not wish to have any Trusts or any Inheritance Tax Planning advice.

### 4. Important Information about your matter

On receipt of your instructions from our online system, we will contact you to arrange a meeting to discuss your instructions and your Will. Our advice will be confirmed to you during our meeting and afterwards in writing.

At this stage it appears that your Will is straightforward and does not involve any Trusts or Inheritance Tax Planning advice. If it becomes clear during our meeting that these would be beneficial then we will advise you of this and any associated costs.

### 5. What you need to do next

- Please complete the online form as fully as possible
- Whilst we have procedures in place to check for conflicts of interest you must tell us immediately if you become aware of an actual or potential conflict of interest.

Throughout your matter you need to ensure that you:

- Provide clear timely and accurate instructions when requested to do so;
- Return any documents requiring your signature promptly;
- Safeguard any information or documents that may be required and provide them when they are requested; and
- Inform us of any changes in your circumstances.

### 6. What Waldrons will do next

On receipt of your online form, we will contact you to arrange a meeting to discuss your Will. That can take place in person, by telephone or by video conference.

Throughout your matter we will endeavour to:

- Conduct your matter promptly and reasonably, regularly reviewing your matter and keeping you regularly informed of progress;
- Communicate with you in plain language;
- Explain the legal work needed to progress matters and the consequences if there are any material changes including in a court matter whether the likely outcomes still justify the likely costs and risks associated with your matter
- Unless we have agreed to act for a fixed fee, update you on your legal costs at least every 6 months.

### 7. How long will it take?

I estimate that it will take one month to bring your matter to a conclusion, provided that there are no unforeseen circumstances and any third parties involved do what they need to do promptly.

### 8. What will it cost?

We are obliged at the beginning of your matter to give you the best information about the likely overall cost. You also need to refer to section 12.5.

We will act for a fixed fee. The fixed fees quoted below are based on either one person making a Will or a couple making Wills at the same time.



Our fee will not increase on the basis you require a straightforward Will without any Trusts or Inheritance Tax Planning. If it becomes clear that Trusts or any other advice is needed then we will advise you of this and of any additional costs before those costs are incurred.

Waldrons' Charges for one person making a Will	
Legal Fees (Fixed Fee)	£215.00
V.A.T on the above	£43.00
<b>Total legal fees and V.A.T</b>	<b>£258.00</b>

OR

Waldrons' Charges for a couple making Wills together	
Legal Fees (Fixed Fee for two Wills)	£400.00
V.A.T on the above	£80.00
<b>Total legal fees and V.A.T</b>	<b>£480.00</b>

## 9. When does payment need to be made to Waldrons?

We will provide an invoice when we have drafted your Will or at another appropriate time. Payment will be required within 14 days of our invoice.

## 10. Preventing fraud and financial crime

### Preventing Fraud

In order to minimise the risk of bank fraud or other fraud being carried out by a third party in relation to your matter please note the following:

- We will never ask you to send us any bank details by email or text message. Please therefore do not provide your bank information in this way.
- Once you have provided bank details we will not accept any changes to those details unless they are provided in person. You are asked not to change your banking arrangements during the course of the matter.
- When discussing any banking or financial matters over the phone we may ask security questions. If these are not successfully answered then we will decline to discuss matters further and you will need to attend the office.
- **We will never send our bank details by email or text message.**
- If we have occasion to provide you with our bank details please note that they will not change during the course of the matter.

**If you receive any communication about sending or receiving money that is not in line with the rules above please immediately inform our Compliance Officer for Finance and Administration (COFA), Luke Boxall on 01384 811 811.**

### Proving where money has come from

In order to satisfy our fraud prevention procedures we may have to request evidence from you as to the source of money (if any) which will be transferring as part of your matter whether it comes through our bank account or not. We will request bank statements for the past 6 months for the account in which the money has been placed and details of the bank account from which the money will be transferred. If this is relevant in your matter "Proof of Source of Funds" will be listed in the checklist on page 12.

### Identifying You

Under the Government's Money Laundering Regulations 2017 it is a requirement for Solicitors to obtain proof of their client's identity and address. Without this we cannot deal with your matter.



Unless you inform us otherwise we will carry out an online electronic search using Smart Search. This involves checking data held by a credit reference agency and so the fact that we have done the check will leave a record of the search on your credit history but it will not affect your credit rating.

If you inform us that we cannot conduct an electronic check you will have to provide suitable proof of identity – a passport, photo driving licence, benefit book or EU identity card **and** any of the following dated within the last 3 months: a utility bill, council tax bill or bank or building society statement. We may ask you for these documents even if you consent to an electronic check. You will need to bring the originals in as soon as possible as I cannot begin dealing with your matter without them.

#### Reporting financial crime

If money laundering is suspected we are legally obliged to make a report to the relevant authorities. This is something we have to do and it may override the duty of confidentiality that otherwise exists between you and Waldrons.

#### Accepting cash

We will not accept cash payments over £300. If you need to make a payment in excess of £300 it will have to be made by cheque credit/debit card (for legal costs and out of pocket expenses only) or bank transfer. If you try to avoid this policy by depositing cash directly with our bank, we may charge you for any additional checks we decide are necessary

## **11. Keeping your information safe**

In order for us to be able to deal with your matter we require certain personal information about you. In dealing with your personal information, Waldrons Solicitors Limited is the Data Controller. This means we specify why and for what purpose and how the information we hold about you is used, stored and shared.

Our Data Protection Officer is responsible for making sure that we comply with our legal requirements to process your information lawfully. Contact details are [compliance@waldrons.co.uk](mailto:compliance@waldrons.co.uk) 01384 811 811. Should you have any questions or concerns about how your information is being processed please do not hesitate to contact us.

#### Why do you require my Personal Information?

We have entered or are looking to enter into a contract with you to provide legal services and we therefore have to process your personal information (this includes information from which you can be identified and special or sensitive information for example about your health or race or beliefs) in order for us to fulfil our part of the contract.

We also have to process your personal information in order to comply with our legal obligations as solicitors which among other things include duties to know who our client is and prevent and report fraud, avoid conflicts of interest, to act in the best interests of our clients, provide a proper standard of service to our clients and uphold the proper administration of justice.

We need your full name, date of birth and home address in order to be able to verify your identity in compliance with our legal obligations to know who our client is and in the case of a company who the beneficial owners are and who is providing us with instructions as well as to prevent and report fraud. Without this information we will not be able to act. We carry this check out online using Smart Search. It does not affect your credit rating but it does leave a foot print to show that Waldrons have carried out the check.

We also need this information to be able to correspond with you. It would be helpful but not essential if you could provide your telephone number and/or email address as this will make it easier to contact you.

We may require other information about you in order to present your case to the other side and the court – this is information from which you could be identified.



The legal basis for us collecting and processing any sensitive information about you or others, in addition to the reasons give above, is that the processing is necessary in relation to legal proceedings; for obtaining legal advice; or otherwise for establishing, exercising or defending legal rights.

If you are a previous client contacting us again we may review the personal data we already hold about you, check with you that it is up to date and use that information to communicate with you in order to enter/perform a contract for the provision of legal services. We may also use this information to carry out identity checks to comply with our legal obligations to know who our clients are and guard against Money Laundering.

If you provide us with any additional information whether via email, on the telephone or via our website then that information will be recorded because we are looking to enter into a contract for the provision of legal services and we need to communicate with you about this. This information would be used if you then chose to instruct us to provide legal services or to search against in order to ensure we comply with our legal obligation to avoid conflicts of interest.

We may also collect information that is publically available about you from sources such as Companies House or HM Land Registry, or as a result of a general google search. This may be collected as part of providing legal services to you and/or research to satisfy our legal obligation to know who our client is.

#### What do you do with my Personal Information?

Your personal information will be stored electronically on our systems and in hardcopy format during the course of your matter and then we have to retain it for a period of time to comply (this will be at least 6 years) with our legal obligations and be able to respond to any queries you may have once the matter is complete. You will be informed of the time period that we will hold your personal information at the end of your matter.

We have to process your personal information because it is necessary for the establishment, exercise or defence of your legal claim.

In carrying out our legal services we may have to share your personal information with others. It will depend on what kind of matter we have been instructed upon but this may include: medical experts, the providers of insurance, surveyors, accountants, tax advisers, banks or other financial institutions, HM Revenue and Customs, Companies House, the Land Registry, the Court of Protection, the Probate Registry, the national Will database (Certainty), Courts or Tribunals, the party(ies) and their solicitors on the other side of the matter. We use a will drafting tool provided by Arken, as part of which we will share some of your personal data with them which they will process on our behalf, however we have in place an agreement with them in order to ensure their processing of your data is in line with data protection legislation and is kept secure.

It may sometimes be necessary to transfer personal information overseas. When this is needed information is only shared within the European Economic Area (EEA). Any transfers made will be in full compliance with all aspects of the relevant data protection legislation.

We may also have to share your personal information with our regulators or law enforcement bodies to comply with our statutory obligations or to respond to their enquiries if you contact them.

We will also process you name, address and email to send you our Law Card, which provides you with special offers in relation the services we offer; and to invite you to events we run which may be of interest to you. Our legal basis for processing this information is that we believe we have a legitimate interest in doing so and we do not believe your other rights and freedoms will be affected. We do not share your information externally for these purposes. If you do not wish to receive the Law Card or invites to events then please opt out on page **Error! Bookmark not defined.** or at any point by sending an email to our Business Development Team:- Lisa.Martin-Booth@Waldrons.co.uk

Where there are other services that we offer that are relevant to the matter on which we are instructed, we will write to you about these are part of providing you with legal advice



We have appropriate security measures in place to prevent personal information from being accidentally lost, or used or accessed in an unauthorised way. We limit access to your personal information to those who have a genuine business need to know it. Those processing your information will do so only in an authorised manner and are subject to a duty of confidentiality.

We also have procedures in place to deal with any suspected data security breach. We will notify you and any applicable regulator of a suspected data security breach where we are legally required to do so

### Your Rights

You have a number of rights in relation to the personal information that we hold about you. These are:

- ✓ To access that information – that means you can request details about the information that we hold about you. Although it is not compulsory for you to do so we would please ask that you put your request in writing as it will make your request easier to administer. There may be some circumstances where we are legally prevented from providing that information to you.
- ✓ To have incorrect information corrected – if the information we hold about you is not correct, for example we have your date of birth incorrect you have the right to request that we amend our records to show your correct date of birth. In the first instance, you should contact me and let me know what needs correcting. It is important to us to ensure your information is up to date and accurate – therefore please let us know if you change your name, move house, change your email address or other contact details.
- ✓ In certain circumstances, to restrict the processing of your information – this means we can store your information but we cannot do anything else with it.
- ✓ In certain circumstances, to object to the processing of your information.
- ✓ The right to withdraw your consent to us processing your personal information for direct marketing purposes – If you have given us consent to use your personal information for this purpose you can withdraw your consent at any time. All you need to do is contact our Data Protection Officer in writing and let them know. We will, however, write to you about services we offer if they are relevant to your legal matter as part of the legal advice we provide.
- ✓ If you are not happy with how we are processing your information we would ask that you raise your concerns with us. You can do this by contacting our Data Protection Officer. We take the handling and sharing of your information and your privacy very seriously. You are also able to raise your concerns with the Information Commissioner – details of how to contact the Information Commissioner can be found at [www.ico.gov.uk](http://www.ico.gov.uk)

## **12. Other Essential Information**

### **12.1 Are there any limitations or exclusions on Waldrons acting for you?**

#### General

If the service we provide is funded by a third party such as an employer, insurance company, Trade Union, Membership Body or family member we will only be able to act within the scope imposed by that funding party which may be financial (not to do any work above a certain level of costs) or procedural (not to complete or settle without their approval).

As a legal adviser there are limitations on the nature of the advice I can give you. If you have any queries about tax or other financial matters you need to speak to a tax or financial adviser.

Unless you tell us otherwise we will communicate with you by the method which in our view is the most appropriate. Please note that emails properly addressed will arrive on the terminal of the person to whom they are addressed. The exchange of emails may be delayed because of circumstances outside of our control and the safe delivery of emails should not be assumed. Confidentiality of emails cannot be guaranteed and unless you specifically ask us to we will not automatically encrypt or password protect any email or attachment sent by us.

#### Financial Conduct Authority

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 may carry on insurance distribution activity, which is broadly the advising on, selling and administration of insurance contracts. This part of our business is regulated by the Solicitors Regulation Authority and arrangements for complaints





or redress if something goes wrong are subject to the jurisdiction of the Legal Ombudsman. The register can be accessed via the Financial Conduct Authority's website at [www.fca.gov.uk/register](http://www.fca.gov.uk/register).

#### Professional Indemnity Insurance and Liability

We carry professional indemnity insurance to a maximum limit of £10M. Details of our professional indemnity insurance providers and the territorial coverage of the insurance can be obtained upon request to Belinda Hill, a Director, who can be contacted on 01384 811 811.

#### Limitation of Liability

**This is an important point in relation to the agreement between you and Waldrons – please read carefully.**

Our liability to you for a breach of your instructions shall be limited to what would be just and equitable for us to pay having regard to the extent of our responsibilities and the responsibilities of others subject to a maximum of £10M (TEN MILLION POUNDS). We will not be responsible for any failure to provide services which are outside the scope of your instructions and the agreed scope of work.

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 in tort, contract, breach of statutory duty or negligence or otherwise, howsoever caused.

There may be times when due to circumstances outside of our control we cannot provide the services we have agreed to provide, meet deadlines or complete actions in the estimated time scale set. Such a failure will not constitute a breach of our agreement and we will not be liable for any failure if the circumstances were notified to you and any estimated time scale will be extended accordingly.

We shall not be responsible for any failure to provide services on any issue which falls outside the scope of our engagement and shall have no responsibility to notify you of, or the consequences or, any event or change in the law (or its interpretation) which occurs after the date on which the relevant service is provided.

Waldrons alone provide the services and your agreement is solely with Waldrons. You agree not to bring any claim against any of the directors, employees or agents of Waldrons. Those directors, employees and agents assume no personal liability for the provision of services and shall be entitled to rely on these terms of business in so far as they limit or exclude their liability.

We shall not be responsible for any loss or damage arising from the unauthorised interception, re-direction, copying or reading of emails including any attachments. We shall not be responsible for the effect on any hardware or software (or any loss or damage arising from such effect) of any emails or attachment which may be transmitted by us (except where this is caused by our negligence or wilful default).

We can only limit our liability to the extent the law allows. In particular we cannot limit our liability for death or personal injury caused by our negligence.

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

#### Banking Failure

Any monies held on your behalf will be held in our Client Premium Account at Barclays Bank Plc. Barclays Bank Plc is a deposit taking institution authorised by the Financial Conduct Authority.

Waldrons will not be liable to repay any client monies lost as a result of banking failure but you may be able to make a claim for compensation with the Financial Services Compensation Scheme (FSCS).

Claims to the FSCS are subject to a limit (currently £85,000). The limit applies to each individual. If you hold other personal monies yourself with Barclays Bank Plc, those monies will be included with any monies held by us on your behalf, in the FSCS limit. Barclays Bank Plc may use several trading names. The FSCS limit applies to all trading names of Barclays Bank Plc. You should check with your deposit-taking institution, the Financial Services Authority or a financial adviser for more information. If you are a corporate body and you are not considered a small company by the FSCS you will not be eligible for compensation

If we make a claim under the FSCS in respect of money on your behalf, we will, subject to your consent, give certain information about you to the FSCS to help them identify you and any amounts to which you are entitled. You will not be entitled to any compensation if you withhold your consent.

#### **12.2 Which quality standards do Waldrons work to?**

Waldrons has been accredited with The Law Society's Practice Management Standard, Lexcel. The Standard looks at all aspects of management and helps to ensure that legal services providers deliver excellent client care and a consistently high quality of service. It recognises a quality of service above and beyond The Law Society's statutory conduct rules.



The Lexcel Quality Mark means we have had disciplinary records checked at The Law Society and undergone rigorous independent assessment to ensure that we meet the required standards of excellence. We are assessed on an annual basis to ensure standards are not only maintained but also continuously improved. The assessment is based around meeting requirements in the areas of structures and policies, strategy, the provision of services and marketing, financial management, facilities and information technology, people management, supervision and operational risk management, client care, file and case management.

As a result of being accredited, we are subject to periodic checks by outside assessors. This could mean that your file is selected for checking, in which case we would need your consent for an inspection to occur. All inspections are, of course, conducted in confidence. If you prefer to withhold consent work on your file will not be affected in anyway. Since very few of our clients do object to this I propose to assume that we do have your consent unless you notify us to the contrary. We will also assume that, unless you indicate otherwise, your consent on this occasion will extend to all future matters that we conduct on your behalf. Please do not hesitate to contact me if I can explain this further or if you would like me to mark your file as not to be inspected. If you would prefer to withhold consent please let me know immediately.

Waldrons has also been accredited by the Conveyancing Quality Scheme (CQS). The CQS standard means that we have been recognised for our quality standard in residential conveyancing. It also confirms the integrity of our conveyancing staff, the firm's adherence to good practice management standards and adherence to prudent and efficient conveyancing procedures

### **12.3 Does Waldrons outsource any of its work?**

We may outsource some of our work production from time to time. We only outsource work to providers who demonstrate that they can comply with the following requirements:

- Maintain confidentiality of all client matters at all times and have in place appropriate confidentiality agreements;
- Maintain and adhere to a confidentiality policy.
- Are registered with the Information Commissioners Office.
- Maintain procedures to identify conflicts.
- Have IT systems in place to ensure the removal of sound and word files from computer systems immediately work has been completed.

We are confident outsourcing of work does not create any risk to you in this matter. If however you would prefer that none of the work relating to this matter is outsourced, please tell us immediately, and we will ensure that all work is produced within the Company.

### **12.4 What to do if you have a complaint**

We aim to offer all of our clients an efficient and effective service and we are confident that we will do so in your case. However, should there be any aspect of our service or performance with which you are unhappy or dissatisfied, including any bill raised, and which we cannot resolve between yourself and the Legal Advisor with conduct of your matter, you may raise the matter as a formal complaint with Joseph Norton, the Managing Director who can be contacted at the our Merry Hill Office. If you have a complaint or a concern we would please ask that you put it in writing as it will assist us in investigating and reaching an outcome

Our Complaints Procedure is available on request from Joseph Norton or a member of our Compliance Team.

If we are unable to resolve your complaint then you can have the complaint independently looked at by the Legal Ombudsman. The Legal Ombudsman investigates complaints about service issues with lawyers.

The Legal Ombudsman expects complaints to be made to them within one year of the date of the act or omission about which you are concerned or within one year of you realising there was a concern. You must also refer your concerns to the Legal Ombudsman within six months of our final response to you.

If a complaint relates to the bill that we have sent to you, then you may have a right to object to the bill by applying to the Court for an assessment of the bill under Part III of the Solicitors Act, 1974 but if part or all of the bill remains unpaid, then we may be entitled to charge interest.

The Solicitors Regulation Authority 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. Further information can be found on SRA's website at <https://www.sra.org.uk/consumers/problems/report-solicitor/> or you can call 0370 606 2555.

### **12.5 Important information about costs and money**



Unless we have agreed to act for a fixed fee our charges will be calculated mainly by reference to the time spent by Legal Advisors dealing with your matter, but we will also take into account complexity, value, importance to client and urgency. This includes advising, meeting with you and others, dealing with papers, correspondence (sending and receiving letters and emails), telephone calls, travelling and waiting time. We record time in 6 minute units. If you provide us with documents we will read them and the time taken reading through them will be chargeable in the normal way, unless you specifically tell us not to read them, in which case the advice you are given may be affected.

Each Legal Advisor has an hourly rate of charge calculated in accordance with the formula suggested by the Law Society. They are reviewed on 1st May each year. If your matter is not concluded prior to the next review date and the charge rate is increased, the increased rate will apply to all work done from then.

VAT is charged at the prevailing rate in addition to the hourly rate above. The rate is currently 20%. Our VAT registration number is 277 9691 86

#### Payment to others

As part of your matter, we may have to incur some payments to others known as "disbursements". These are specific payments made on your behalf and by instructing us we are authorised to incur such disbursements as we deem necessary. The most substantial disbursements are likely to be Experts' fees, Barristers' fees and Court fees. VAT has to be added to most disbursements except Court fees. If you ask us to, we will consult you to discuss the likely charges before instructing a Barrister or Expert.

If any request for money on account of costs or disbursements is not met by the deadline set (usually no less than 14 days) you agree that we will not carry out any further work until the money is paid. You also agree that we are entitled to be removed from the record at court as acting for you.

We reserve the right to charge you for arranging special bank transactions, special postage services, travelling expenses, photocopying and outgoing faxes and any applicable VAT.

#### Joint and several liability

If you instruct us with another person or entity then your obligations to make payment of our bills shall be joint and several. This means that each party will be regarded as responsible for the payment of the total of the entire bill.

#### Payment to us

We require a payment on account in respect of all disbursements before they are incurred. This is held in our client account in your name until a disbursement is paid or until an interim bill (officially known as an interim statute bill). Bills raised may exceed any payment on account you are asked to make.

#### Payment to you

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.

#### Billing

As your matter progresses we will raise interim statute bills at monthly intervals or such other intervals as may be appropriate. You may ask at any time for an estimate of costs incurred since the last bill was delivered.

You have the right to object to a bill and apply for an assessment under Part III of the Solicitors Act 1974.

When a disbursement is incurred or a bill raised, the amount will be transferred from our client account, which holds clients money, to our office account which holds our own money, not clients money. If the amount by which your account is in credit exceeds a disbursement or bill, the balance will of course remain to the credit of your account. You will then be asked to provide a further payment on account of costs.

We have a legal right (a lien) and a contractual right to hold on to your file, papers or other assets in our possession until any and all outstanding sums are paid. If we take papers or documents out of storage in relation to continuing or new instructions to act for you, we will not normally charge for such retrieval. However we may charge you both for time spent retrieving stored papers that are requested and/or reading, correspondence or other work necessary to comply with your instructions in relation to the retrieved papers.

#### Interest on overdue bills

All bills must be paid within 14 days without any deduction, set off or counterclaim. We will charge interest at the rate applicable to Judgments obtained in the High Court which rate is at present 8%, if bills are not paid within the 14 day period.

#### Waldrons Payment of Interest Policy

Any money received on your behalf will be held in our client account. Interest will be calculated and paid to you at the rate set by Barclays Bank Plc. That of course may change. The period for which interest will be paid normally runs from the date(s) when funds



are received by us until the date(s) on the cheque(s) issued to you. The payment of interest is subject to certain minimum amounts and periods of time set out in the Solicitors' Accounts Rules 2019.

Accrued interest amounting to less than £50.00 on any client account is not paid out by us to a client.

Client monies paid to us are held in an Instant Access Account, in order to facilitate client transactions. As a result, a client is unlikely to receive as much interest on monies as might have been obtained had he/she invested the monies themselves. Interest rates applied to client monies accord with Barclays Solicitors Client Premium Account.

Any interest we pay is gross and a client is therefore responsible for declaring any interest for tax purposes that may arise as a result of any interest payments we make.

## **12.6 Encouraging equality and diversity**

It is important to us that we do not discriminate against any of our clients on the basis of any of the protected characteristics as identified in the Equality Act 2010. We have an equal opportunities and diversity policy which can be accessed on our website or is available in hard copy upon request from me.

If you are disabled, home or hospital visits can be arranged.

It would be helpful if you could complete our diversity survey. It is completely voluntary and anonymous. If you would like to take part please let me know and I will send out a form.

## **12.7 What to do if you do not want Waldrons to act for you anymore or we cannot act for you anymore**

You may end your instructions to us in writing at any time, but we can keep all your papers and documents whilst there is still money owed to us for our costs and disbursements.

We may decide to stop acting for you only with good reason, for example, if you do not pay a sum requested on account of costs or an interim bill; there is a conflict of interest; if you do not provide us with instructions when requested or if the instructions you provide are not clear or proper, your insolvency, our being prevented from acting by the Serious Organised Crime Agency, you request us to break the law or any professional requirement or the relationship of trust and confidence ceases to exist, or any other breach by you of the terms of business.. We must give you reasonable notice that we will stop acting for you.

If you or we decide that we should stop acting for you, we reserve the right at all times to request you to pay any disbursements incurred and any applicable VAT up to that point.

## **12.8 Our general terms of business.**

**Applicable Law.** Any dispute or legal issue arising from our terms of business will be determined by the law of England and Wales, and considered exclusively by the English and Welsh courts.

**Severability.** If any of our terms of business are found by a court of competent jurisdiction to be invalid illegal or otherwise unenforceable then that term shall be, to the extent necessary, severed and shall be ineffective without affecting the other terms.

**Non Variation.** No variation of the terms of business (or of any of the documents referred to in it) shall be valid unless it is in writing and signed by or on behalf of Waldrons.

**Waiver.** If we do not insist that you perform any of your obligations or if we do not exercise any of our rights or remedies that will not mean that we have waived such rights or remedies and will not mean that you do not have to comply with those obligations. If we do waive a default by you that will not mean that we will automatically waive any subsequent default by you. No waiver by us of any of our terms of business shall be effective unless we expressly say that it is a waiver and we tell you so in writing.

**Third Party Rights.** The services provided by us are provided for your benefit only and solely for the purpose of the matter to which they relate. They may not be used or relied upon for any other purpose or by any third parties. Our duty of care is to you as our client and does not extend to any third party.

The Contracts (Rights of Third Parties) Act 1999 shall not apply to the agreement between us setting out our terms of business and no person or entity other than you as our client and Waldrons shall have any rights under it.

Our terms of business may be varied, modified or amended or the agreement between us may be suspended, cancelled or terminated without the consent of a third party.



## Cancellation Form

You have the right to cancel this contract within 14 days without giving any reason. The cancellation period will expire 14 days after the day you receive this document. To exercise the right to cancel, you must inform us of your decision to cancel this contract by a clear statement (eg. a letter sent by post, fax or email). You may use this cancellation form if you wish, but it is not obligatory. Any cancellation notice should be delivered or sent to us at

Waldrons Solicitors  
Capstan House  
The Waterfront  
Merry Hill  
West Midlands  
DY5 1XL

Switchboard: 01384 811811

or by fax to 01384 811822  
or by email to [lawyers@waldrons.co.uk](mailto:lawyers@waldrons.co.uk)

To meet the cancellation deadline, it is sufficient for you to send your communication concerning your exercise of the right to cancel before the cancellation period has expired.

If you cancel this contract, we will reimburse you all payments received from you. We will make the reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise; in any event you will not incur any fees as a result of the reimbursement.

If you requested us to begin the performance of services during the cancellation period, we will charge you an amount which is proportionate to what has been performed until you have communicated us your cancellation of this contract in comparison with the full coverage of the contract.

To: Waldrons Solicitors

I hereby give notice that I cancel my contract for the supply of legal service in relation to my Will.

Name:

Address:

Signed ..... Date .....

Signed ..... Date .....