

BONALLACK & BISHOP Solicitors

Terms and conditions of business

The Wills Service

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.

RESPONSIBILITY FOR OUR WORK

- ◆ The covering letter enclosing this document will inform you of the identity of the person(s) dealing with your work, of their status (in accordance with the list set out below), charging rate and of any supervisory arrangements. We will try to avoid changing those who handle your work, but, if this cannot be avoided, we will tell you of any change and why it is necessary.

CHARGES AND EXPENSES

- ◆ Our charges for this service are based on a fixed fee plus VAT.

BILLING ARRANGEMENTS

- Payment in advance can be made Online. Go to www.bishopslaw.com and click on Pay Online on the right side of the screen. You can also use this for monies on account.
- Payments on the day of the appointment can be made by Cheque. Payable to Bonallack & Bishop Solicitors.

INSURANCE COVER AND LIMITATION ON LIABILITY

- ◆ **The firm maintains Professional Indemnity insurance and, unless otherwise agreed in writing, limits its liability for claims against the firm (currently to £2 million). The Firm's aggregate liability, if any, to you under this retainer or otherwise relating to it (including costs) whether for breach of contract, negligence, misrepresentation of any other civil liability is limited to the lower of (a) £2 million and (b) any loss caused directly by us.**

FINANCIAL SERVICES

- ◆ If, during your transaction, you need advice on investments, we may have to refer you to someone who is authorised by the Financial Services Authority, as we are not. However, as we are regulated by the Solicitors Regulation Authority, we may be able to provide certain limited investment services, where these are closely linked to the legal work that we are doing for you.
- ◆ We do not give tax advice and you should ensure that you consult with an appropriately qualified person outside of this Firm. Your lawyer can then implement any agreed legal actions arising from this.
- ◆ We are also included on the register maintained by the Financial Services Authority so that we can carry on insurance mediation activity, which is broadly the advising on, selling and administration of insurance contracts. This part of our business, including arrangement for complaints or redress if something goes wrong is regulated by the Solicitors Regulation Authority. The register can be accessed at www.fsa.gov.uk/register.

- ◆ If you have any problem with the financial service, please let us know. We will try to resolve any problem quickly and operate an internal complaints handling system to help us to resolve the problem between us, then we are regulated by the Solicitors Regulation Authority which also provides a complaints and redress scheme.

DATA PROTECTION ACT

- ◆ The Data Protection Act requires us to advise you that your particulars are held on our database. We may, from time to time, use these details to send you information which may be of interest to you.
- ◆ Unless you advise us in writing to the contrary, we will assume that you agree to our permitting inspection in relation to files we open for you (in the case of Legal Services Commission audits, this is part of your own contract with this public funding organisation). Any such inspection will be on the understanding that the information and the file remains strictly confidential and will not be released by the assessor or auditor to any other person.
- ◆ We will often use external contractors for the production or photocopying of documents.

EMAIL

- ◆ Email is a non-secure method of transferring information but it is used increasingly as the first choice of communication by clients. If you do not wish us to use email, please make it clear to your lawyer. The Firm takes care with anti-virus and anti-spam protections but cannot take responsibility for breaches in security nor for non-receipt of emails filtered by spam guards. **If your email requires immediate attention you should ensure that this is followed up with a telephone call to your lawyer.**

STORAGE OF PAPERS AND DOCUMENTS

- ◆ On completion of our work, and payment of our fees, we will return to you any records or other documents you have provided to us for that work. We reserve the right to retain any papers until all of our invoices have been paid in full. Unless you instruct us otherwise, we will retain files for a minimum period of six years (other than for abortive work), but after that, may destroy them without any further reference to you. We will not, of course, destroy any documents such as Wills, Deeds and other securities which you ask us to hold in safe custody. If our instructions were to act for a child or a person registered with the Court of Protection our file will be held for a longer period.
- ◆ Documents may be stored in paper format or on computers as digital images or text files. If stored digitally, the paper file will be destroyed as confidential waste. Paper files will be archived off site at a secure storage facility.
- ◆ If we retrieve papers or documents from storage in relation to new instructions to act, we will not normally charge for such retrieval. However, if you request your file or copies of documents from those archived files for any other reason the following charges are applicable:
 - File retrieval for you to take away - £25 incl VAT.
 - File retrieval for you to review a document on our premises - £10 incl VAT.
 - Copy of a document from storage - £10 incl VAT.

- o Any urgent requests, where you require your file within 48 hours, will incur a further cost of £20 incl VAT in addition to the costs identified above. It is not possible to retrieve documents in a shorter timeframe.

TERMINATION

- ◆ 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 clearly, in writing.
- ◆ If you submit a Wills questionnaire and then fail to attend the appointment, you will be offered one further appointment at the Firm's Offices. If you fail to attend that appointment, you will be charged 50% of the fixed fee.

CLIENT CARE

- ◆ Our aim is to offer all our clients efficient and effective service at all times. We hope that you will be pleased with the work we do for you. However, if you do have concerns you should raise this in the first instance with the person responsible for your work. If your lawyer has not been able to resolve your queries or concerns, please contact the Practice Director, Jane Bishop, at the Salisbury office. The Client Care Partner, Mr Colin Carnegie at our Salisbury Office, will become involved in any issue which cannot be resolved. Please note that, in line with the Legal Complaints Service, we do not investigate complaints older than 6 months after the end of the retainer or end of the matter. You must, therefore, raise any issues as promptly as possible so that we can rectify and properly investigate.
- ◆ If a complaint should concern an invoice in a case not involving Court proceedings, you may require the firm to obtain a "remuneration certificate" from the Law Society and in addition, you may apply to the Court under the Solicitors Act 1974 for the firm's charges to be assessed. Strict time limits apply, and these procedures should be pursued promptly. The reverse of your bill will provide further details.

TERMS AND CONDITIONS OF BUSINESS

- ◆ Unless otherwise agreed, and subject to the application of then current hourly rates, these Terms and Conditions of Business shall apply to any future instructions given by you to this firm.
- ◆ Your continuing instructions in this matter will amount to an acceptance of these Terms and Conditions of Business, and for the sake of completeness, we would be grateful if you would please sign and return the copy of these terms and conditions.
- ◆ I confirm that I have read and understood, and I accept, these Terms and Conditions of Business.
- ◆ Signed
(Client).....

◆ Print name

(For Probate) The Late

◆ Dated

IT IS VERY IMPORTANT THAT YOU SHOULD READ AND UNDERSTAND WHAT IS SET OUT IN THIS DOCUMENT. IF IN DOUBT, PLEASE ASK FOR AN EXPLANATION. THIS IS AN IMPORTANT DOCUMENT – PLEASE KEEP IT SAFE FOR FUTURE REFERENCE

IF YOU NEED THIS DOCUMENT IN LARGER PRINT, PLEASE ASK YOUR LAWYER.