HUGH JAMES INVOLEGAL LLP
Will writing service
Terms and Conditions of Business

We, Hugh James Involegal LLP, will provide legal services on the terms set out below. These are our standard Terms and Conditions of Business upon which we intend to rely. For your own benefit and protection you should read these terms carefully before signing the Will Writing Instruction Form or verbally agreeing to our terms and conditions of business. If you do not understand any point please ask for further information.

We will give your business proper and professional skill, care and attention in accordance with these terms and with the rules and regulations of the Solicitors Regulation Authority (the governing body of solicitors). These rules require that clients be informed of certain terms of business and these are included in this statement.

A copy of these terms and conditions of business are available in larger print on request.

1. GENERAL

In these terms and conditions:-

"We", "Us" and "Our" means Hugh James Involegal LLP.

Head Office: Hodge House, 114 – 116 St Mary Street, Cardiff CF10 1DY.

Tel: 029 2022 4871
Fax: 029 2038 8222
Email: info@hughjames.com
Web: www.hughjames.com
VAT Number: 997 1971 50

"You" and "Your" means the person who signs and dates these terms and conditions and any associated documents.

The “Service” means legal services relating to wills, trusts and probate work in general.

2. THE SERVICE

This service is for the provision of legal advice and assistance in relation to the preparation of wills. We will provide wills only in accordance with the law of England and Wales and the formalities for wills that are to be signed under these laws. Documents prepared by us will be sent by First Class post to the address provided by you.

The service will not include any face to face meetings with you.

Our obligation to you does not include a duty to supervise the execution of any will nor to take responsibility for the will being correctly executed. We will provide you with instructions on how to sign your will in accordance with the law of England and Wales.

When preparing a will on your behalf we have no responsibility and will accept no liability for verifying:

• your identity
• you are over 18 years of age
• your testamentary and / or mental capacity
• whether you are or were subject to any undue influence when instructing us
• whether you knew, understood and approved the contents of your will
• whether there were or might be any actual or potential third party beneficiary(ies) who might have a claim in law against your estate.

We have no responsibility for verifying any of the information provided to us by you in writing or over the telephone and we will prepare your will or any other documents relying on your having correctly stated all information given to us in writing or over the telephone as the case may be.

We do not assume any responsibility nor will we accept liability for failing to provide later advice on the terms of any will or trusts we prepare on your behalf should future taxation changes or any other changes in the law render their terms inappropriate. The responsibility for future reviews of the terms of your will or trusts rests with you.

3. CONSENT TO SHARE INFORMATION (MIRROR WILL APPLICANTS ONLY)

When applying for mirror wills your spouse/partner/civil partner and you will receive shared information including sight of each other’s will. In agreeing to these terms and conditions of business you are giving consent to such sharing of confidential information.

4. RESPONSIBILITY FOR WORK

Your instructions will be dealt with by a solicitor, trainee solicitor or paralegal within our Will Writing department. All work will be carried out under the supervision of Gareth Wisdom who is a partner and Alun Jones who is a partner and head of the Will Writing department.

It is occasionally necessary to move work to another person. If that happens you will be notified in writing. Where appropriate, work may be delegated, depending on the complexity or importance of the matter, so that it may be dealt with as efficiently and economically as possible.

5. STANDARDS

We will deliver our services to you with reasonable skill and care. All members of our firm should meet certain standards of care and these standards include:

• We will inform you about the progress of your matter at appropriate intervals.
• Any changes in the action planned to be taken in the matter, its handling, or the costs will be given to you promptly.
• We will endeavour to return telephone calls the same day unless this is not possible due to other commitments.

• We will send you copies of important correspondence unless you have indicated that this is not necessary.

• Correspondence will reviewed on its day of receipt save in exceptional circumstances. We aim to ensure that correspondence requiring a response is answered within seven days.

We will act as your legal adviser in relation to the specific work we are instructed by you to do. We will not advise you on the commercial or financial viability or merits of transactions or any business risks which may be associated with them.

Any work that we do for you may involve tax implications or necessitate the consideration of tax planning strategies. We are able to provide advice on certain areas of taxation but we will only provide you with our advice on tax matters when specifically instructed by you to do so and where we have agreed in writing to accept your instructions. We may not be qualified to advise you upon all tax implications of a transaction which you instruct us to carry out or the likelihood of them arising. If we are not able to advise you, we may be able to identify an appropriate source of assistance.

We will advise only on the law and legal procedures applicable to England and Wales. We will not advise on the laws of any other jurisdictions and where you require such advice, this will need to be arranged separately.

Our advice is intended for the benefit of you only and is specific to the work we are instructed to do. It is not intended to be used or relied upon by others, or to be used for a different purpose.

5.1 Your responsibility under this contract

We will process your matter in accordance with the information that is provided to us by you and by third parties that may be instructed to provide evidence. We will rely on information provided by you to us as being true, accurate and complete and will not routinely check the information you provide with anyone else. You accept responsibility for giving us instructions and information as quickly as possible to enable us to progress your matter.

In order for the firm to be able to act in your best interest it is important that you tell us about any changes that may affect your matter. By agreeing to these Terms and Conditions of Business you agree to notify us immediately if you become aware of any changes to the following:

Your financial status: Any change in your financial situation may affect the way that your case is funded and your eligibility to make a claim. Examples of changes of financial status include, becoming bankrupt, gaining or loss of employment.

Your personal circumstances: you should notify us of any change to your contact details and you must notify us of any situation that may affect your ability to understand our advice or to provide us with your instructions.

The circumstances of your matter: you must notify us if you become aware at any time during the course of your matter of any changes that may affect the outcome of your matter. Examples of changes of matter circumstances include; a change in any medical condition or prognosis, changes to any organisation involved in the matter.

PROFESSIONAL INDEMNITY

Hugh James Involegal LLP maintains professional indemnity insurance cover in accordance with the Solicitors’ Indemnity Insurance Rules, as set out by the Solicitors Regulation Authority. Minimum mandatory cover is provided by underwriters at Aviva Insurance Limited at Corporate and Speciality Risk, 18th Floor, St Helen’s, 1 Undershaft, London. EC3P 3DQ. Our professional indemnity insurance covers all territories.

FEES

The charges for the provision of our services are set out in our Will Writing Instruction form. If you require more than one service please add together the appropriate charges. These charges are payable to us when instructions are submitted to us.

In the event that you decide not to sign a document we have prepared in accordance with your instructions the charges for its preparation will be due in full and will not be refunded.

Where your instructions relate to work not listed in the Will Writing Instruction form above we will agree a fee with you as appropriate before commencing any work on your behalf. In these circumstances, these terms and conditions of business may cease to apply and you may be provided with new terms and conditions of business to sign.

Where the proposed terms of a will are of a complexity that makes our service inappropriate we will notify you accordingly and return any payment in full, unless a revised charge is agreed in substitution. In these circumstances, these Terms and Conditions may cease to apply and you may be provided with new terms and conditions of business to sign.

We reserve the right in all cases, at our complete discretion, to decline any instructions. Where we do so decline we will return any payment in full when we notify you of our decision.

It may be necessary for us to pay expenses on your behalf, for example Land Registry search fees. These expenses are payable by you in addition to our own fees. We shall have no obligation to incur such expenses unless you have provided cleared funds in advance for that purpose. VAT is payable on some disbursements and is charged to you.

TOB60/3/Jan15
8. REFERAL INFORMATION

Hugh James Involegal LLP has a financial arrangement with Age Partnership whereby we will pay them a proportion of our fees for referring your will to us as set out below.

<table>
<thead>
<tr>
<th>Product</th>
<th>Referral fee Postal service</th>
<th>Referral fee Telephone service</th>
</tr>
</thead>
<tbody>
<tr>
<td>Single will</td>
<td>£40.00</td>
<td>£20.00</td>
</tr>
<tr>
<td>Pair of mirror wills</td>
<td>£40.00</td>
<td>£20.00</td>
</tr>
<tr>
<td>Pair of mirror wills including discretionary trust</td>
<td>£70.00</td>
<td>£35.00</td>
</tr>
<tr>
<td>Single codicil</td>
<td>£10.00</td>
<td>£10.00</td>
</tr>
<tr>
<td>Mirror codicil</td>
<td>£10.00</td>
<td>£10.00</td>
</tr>
</tbody>
</table>

Any advice given by this firm will be independent and you are free to raise questions on all aspects of the transaction.

Our arrangement with Age Partnership requires us to provide information to them in connection with the administration of the service and for the monitoring of service levels. We may also allow Age Partnership access to your file, on our premises for them to monitor that we are meeting their quality and service level standards. By signing and returning the Will Writing Information Form you confirm that you are happy for us to disclose such information to Age Partnership and to allow them access to your file. We do not anticipate there being any conflict of interest between you and Age Partnership but if there is we will let you know as soon as possible and advise how best to proceed.

9. INTEREST PAYMENTS

The firm will apply interest to any money held on your behalf in line with the firm’s Interest Policy, a copy of which will be provided on request. Interest will be calculated from the date the funds are released but will only be paid when interest exceeds £20. The rate of interest paid on monies held on general client account will be a reasonable sum. If the firm holds significant monies on your behalf for any period of time, this money may be transferred to a designated deposit account. The rate of interest paid on monies held in deposit accounts will be the specific rate negotiated with the particular bank for that particular account.

Where you obtain borrowing from a lender, we will ask the lender to arrange that the advance cheque is received by us at least four working days prior to the completion date to ensure that cleared funds are available in time for completion. The lender may charge you interest from the date of issue of the cheque.

Any money we hold on your behalf will be held in a client account with either HBOS or National Westminster Bank Plc. In the unlikely event of either of these banks failing this firm will not be liable for any loss you suffer as a result of that failure. The Financial Services Compensation Scheme will apply to money held on your behalf in this account in the same way it would apply to other banking deposits. This scheme covers deposits belonging to an individual client or small business, up to £85,000 per client per authorised deposit-taking institution. Therefore, if you hold other personal monies yourself in the same bank as either HBOS or National Westminster Plc, the limit remains £85,000 in total. You should be aware that these banks may have several different trading names. You should check with your own bank, the Financial Conduct Authority or a financial adviser. If it is necessary to make a claim under the Financial Services Compensation Scheme following a banking failure, we require your consent to provide your personal information to the appropriate body to assist in the identification of clients and amounts to which they would be entitled. By signing and returning the Will Writing Instruction form you are deemed to provide that consent.

10. COMMUNICATIONS

We will communicate with you by any reasonable method which you specifically request, failing which by any method we consider appropriate. We may need to check discs and e-mail for viruses. We may communicate with you and with others in carrying out your instructions by unencrypted e-mails via the internet. Such electronic communication cannot be guaranteed to be a secure or assured means of communication and we accept no responsibility or liability to you in respect of any loss arising from or in connection with the electronic communication of information to you or others in relation to work undertaken by us pursuant to your instructions. If you prefer us not to communicate in this way please let us know.

You accept responsibility for giving us instructions and information as quickly as possible to enable us to progress your matter.

11. IDENTITY AND DISCLOSURE

We are required to check the identity of all clients for the purposes of anti money laundering legislation. We may therefore have to stop acting for you if you fail to supply appropriate proof of identity for yourself or for any individual or business whom you may represent when requested to do so by us. We subscribe to a company that can carry out independent identity checks on clients which will sometimes allow us to comply with regulations without causing inconvenience to you. In order to carry out independent identity checks personal information that you provide may be disclosed to a credit reference agency or fraud prevention agency, which may keep a copy of that information. We are also under the obligation to report, without telling our client, any activities that we suspect may involve proceeds of crime. This may result in us being unable to undertake any further work for you until consent to proceed has been issued.

Solicitors cannot disclose information about a client’s affairs without the client’s authority. However, external firms or organisations may at times conduct audits or quality checks on our practice and audits of client’s files for the purposes of ensuring the firm complies with service and quality standards. These external firms or organisations are required to maintain confidentiality in relation to your files. Further, there may be times when we need to disclose information and documents to the firm’s insurers if any issue arises in relation to our conduct of your matter. By signing the Will Writing Instruction form or by continuing to instruct us you authorise us to...
disclose information and documents that we have in relation to your matter to external auditors, advisers or insurers. You may withdraw this authority at any time.

By signing the Will Writing Instruction form or by continuing to instruct us you authorise us to publicise our involvement in this matter, including on our website, in promotional press and public relations materials and in submissions to directories. You may withdraw this authority at any time.

12. DATA PROTECTION

We will process any personal data you provide us with in accordance with our obligations under data protection laws and regulations. We may use your personal information to provide you with the services you have requested, to comply with applicable laws and regulations, for administration, marketing and training purposes. We may also keep your information for a reasonable period for marketing purposes in order to contact you about our services, although if at any time you decide you do not want to receive further information about us then please let us know.

By instructing us you are giving your consent to the above processing activities and such other activities as may be necessary to enable us to provide the legal services or as may be required by law from time to time.

If you provide us with personal data about another individual then you should inform us of any specific instructions you have in relation to the processing of that information. In the absence of specific instruction we will assume that the individual has agreed, and has consented to the processing of his or her personal data including sensitive data and that you have complied with your own obligations under the applicable data protection laws and regulations.

Hugh James Involegal LLP is a limited liability partnership solely owned by the partners of Hugh James and working alongside Hugh James. Both Hugh James and Hugh James Involegal LLP are regulated by the Solicitors Regulation Authority. Information and data may be shared by Hugh James Involegal LLP and Hugh James to allow Hugh James to provide internal business support functions to Hugh James Involegal LLP including:

- Regulation and Compliance;
- Accounts, ICT, Business Development;
- HR;
- Administration; and
- General management activities.

There may also be instances where it is appropriate for resources to be shared by Hugh James Involegal LLP and Hugh James and, if it is in your best interest, for your matter to be discussed with relevant personnel from Hugh James. Hugh James will provide the same duty of confidentiality as Hugh James Involegal LLP in relation to the information and data held on your behalf by Hugh James Involegal LLP.

13. ACCESS BY NON-PARTY TO COURT RECORDS

We may have to file at court documents which contain details of your action. Please note that these documents are open to the public and copies of them may be obtained by non parties to the action including the press. An application to the court may prevent public access to court documents in certain circumstances. You must inform us immediately if you have concerns over public access to these documents. It is your responsibility to tell us in writing before any documents are filed if you want us to make an application to the court to prevent access. There is no implied term that we will make any application on your behalf. Any such application would be at your own expense and it is unlikely that the court would order your opponents to be responsible for any costs incurred.

14. LIMITATION OF LIABILITY

Our liability to you for any loss or damage suffered by you as a result of our negligence or breach of contract shall be limited to that proportion of your loss which shall be just and equitable having regard to the extent of your own responsibility and that of any other party who may also be liable to you in respect of it. In considering the extent of any other party’s responsibility for any loss and damage suffered, no account will be taken of that party’s ability to pay or your inability to pursue or enforce any remedies against it due to your cause of action against that party being time-barred or the reliance of that party on exclusions or limitations of liability.

Our liability to you will in any event be limited to such sum as is stated in our engagement letter or, if no such sum is specified, then to £5 million. This limit of liability applies to the aggregate of all claims that may be made against us by all of the clients named in the engagement letter and not separately to each client or to each separate incident or loss. This limit of liability does not apply in respect of:

- death or personal injury;
- fraud or wilful default by a partner or member of staff; or
- any other legal liability that we cannot legally exclude.

You agree that you will not bring any claim personally against any individual partner, or the firm’s employees and consultants.

15. STORAGE OF PAPER AND DEEDS

Unless otherwise agreed, at the end of a transaction or matter, we will return your original documents to you or request that you arrange to collect them. We will retain your file of papers, in either paper or electronic form, for not less than six years. You should ask for the return of any documents you require at the end of the matter. We have your authority to destroy the file six years after the conclusion of the transaction or matter.

We provide a safe custody service to clients in respect of wills, deeds and other securities and no charge will be made for such storage unless prior notice in writing is given to you of a charge to be made from a future date to be specified in that notice.

Where we retrieve from storage stored papers, wills, deeds or securities 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 delivery costs such as postage and any perusal of correspondence or other work necessary to comply with the instructions given by or on behalf of a client or former client for whom papers, wills, deeds, or securities are stored.

16. **RIGHT TO CANCEL**

If we have not met with you or if this agreement was entered into at or following a meeting with us, or someone acting on our behalf, other than at our business premises, or following an offer which you made at a meeting with us in a place other than our business premises, or during an excursion organised by us with the aim of promoting our services, or if this agreement is concluded on our business premises or through any means of distance communication (for example, email, letters and telephone calls) immediately after meeting with you other than at our business premises, then the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 will apply. This means you have the right to cancel this agreement within fourteen days, starting from the day after you receive the Notice of Right to Cancel, as set out in Schedule 1 under “Notice of Right to Cancel”. The right to cancel will only apply if you are a consumer, which means an individual acting for purposes which are wholly, or mainly, outside your trade, business, craft or profession. If you would like us to commence work on your file within the next fourteen days, please let us know in writing. Please note if you instruct us to commence the work within the next 14 days:

- If you exercise your right to cancel you will still be required to pay a proportion of our charges commensurate with the work undertaken up to the point you exercise you right; or
- If we complete the work, any rights to cancel immediately cease to apply.

17. **TERMINATING THIS RETAINER**

You may end your instructions to us in writing at any time, but we can keep all your papers and documents while there is still money owed to us for fees and expenses. We may decide to stop acting for you only with good reason. 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, you will pay our charges up until that point. These are calculated as set out in these terms and conditions, our letter of engagement or any other agreement that we may have entered into with you.

18. **CLIENT CARE**

We strive to provide a quality service for our clients and hope you will be pleased with the work we do for you. We constantly seek to improve our service and we monitor our service standards. We have a formal complaints handling procedure, a copy of which can be obtained on request. If you are unhappy about any aspect of the service you have received or about any bill please contact Joanne Morris on 029 2078 5694 or by email joanne.morris@involegal.com or by post to Hugh James Involegal, Fusion Point 2, Dumballs Road, Cardiff, CF10 5BF.

If you are a member of the public or a very small business, charity, club or trust and for any reason we are unable to resolve any problem to your satisfaction or we do not deal with your complaint within eight weeks, or if you object to any bill, you can contact the Legal Ombudsman on 0300 555 0333 or by post at PO Box 6806, Wolverhampton WV1 9WJ or by email on enquiries@legalombudsman.org.uk. For additional details go to www.legalombudsman.org.uk.

Normally, you will need to bring a complaint to the Legal Ombudsman within six months of receiving a final written response from us about your complaint, or, if we do not deal with your complaint within eight weeks, six months after the expiry of the eight week period for dealing with your complaint. You may also apply to the court for an assessment of the bill under Part III of the Solicitors Act 1974. The Legal Ombudsman may not consider a complaint about the bill if you have applied to the court for assessment of the bill. In relation to Financial Services matters you have a right to complain to the Financial Ombudsman Service.

19. **FUTURE INSTRUCTIONS**

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 which you give us. Although your continuing instructions in this matter will amount to an acceptance of these terms and conditions it may not be possible for us to start work on your behalf until one copy of the Will Writing Instruction form has been signed and returned to us to retain on our file.

20. **REGULATED SERVICES**

Hugh James Involegal LLP is authorised and regulated by the Solicitors Regulation Authority (SRA number 549676).

The SRA handbook setting out the standards and requirements expected of regulated firms can be found at www.sra.org.uk.

21. **JURISDICTION**

These terms and conditions are governed by the laws of England and Wales. Any dispute relating to this agreement or our work will be subject to the exclusive jurisdiction of the courts of England and Wales.
This notice is only relevant once you have agreed to our terms and conditions of business, by either signing and returning the Will Writing Information form or completing a telephone appointment. Until you have agreed to our terms and conditions of business, no contract exists between you and Hugh James Involegal LLP.

Applicable to consumers in the circumstances set out in clause headed “Right to Cancel”

You have the right to cancel this contract within 14 days without giving any reason.

The cancellation period will expire after 14 days, starting from the day after you sign and return the Will Writing Instruction form or complete a telephone appointment.

To exercise the right to cancel, you must inform us of your decision to cancel this contract by a clear statement (e.g. a letter sent by post, fax or e-mail) which should be sent to Lorraine Robinson at Hugh James Involegal LLP, Fusion Point 2, Dumballs Road, Cardiff, CF10 5BF (telephone number 029 2078 5694), or by electronic mail to lorraine.robinson@hughjames.com or by fax to 029 2078 5695. You may use the attached model cancellation form, but it is not obligatory.

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.

Effects of cancellation

If you cancel this contract, we will reimburse to you all payments received from you.

We will make the reimbursement without undue delay, and not later than 14 days after the day on which we are informed about your decision to cancel this contract.

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, you shall pay us an amount which is in proportion to what has been performed until you have communicated us your cancellation from this contract, in comparison with the full coverage of the contract.

Model Cancellation Form – to be used only if you have agreed to our terms and conditions of business and now wish to cancel.

To Lorraine Robinson at Hugh James Involegal LLP, Fusion Point 2, Dumballs Road, Cardiff, CF10 5BF (telephone number 029 2078 5694), or by electronic mail to lorraine.robinson@hughjames.com or by fax to 029 2078 5695.

I/We [*] hereby give notice that I/We [*] cancel my/our [*] contract for the supply of legal services.

Name of client(s): ........................................................................

Address of client(s): ...............................................................................

Signature of client(s) (only if this form is notified on paper): ..............................................

Date: .............................................

[*] Delete as appropriate.