



## WHITWORTH LAW

personal matters - wills, probate and trusts specialist

### TERMS OF BUSINESS

#### 1 Introduction

##### About us

Whitworth Law is a limited company (registration number 13383059). Our registered address is 18 Queen Square Bath BA1 2HN.

##### Terms

These terms apply to the services that you have instructed us to provide. We will carry out the work in line with our engagement letter and these terms. If there is any difference between the engagement letter and these terms, the engagement letter will apply.

Your continuing instructions will confirm that you accept these terms and any engagement letter we have sent. Unless otherwise agreed, these terms and the engagement letter will apply to any future instructions you give us. We will review these terms from time to time and will notify you of any changes to them.

#### 2 Services

We aim to provide a high-quality service and to make sure that the matters we handle for you are dealt with as smoothly as possible.

Our advice, both verbal and written, only applies to the particular matter it relates to, and you should not rely on it in any other matter.

As part of our commitment to you, we will:

- ❖ represent your interests and carry out the work with reasonable skill and care;
- ❖ explain the legal work that will be required;
- ❖ keep you regularly informed of progress;
- ❖ communicate in plain English – please tell us if this is not happening;
- ❖ advise you of the costs of your matter and how long it may take.

We ask that you:

- ❖ give us clear, timely and accurate instructions;
- ❖ provide all documentation and information that we reasonably request in a timely manner;
- ❖ do not deliberately mislead us or ask us to work in an improper or unreasonable way;
- ❖ safeguard any documents that may be required for your matter;
- ❖ inform us of any changes to your contact details; and
- ❖ co-operate with us.



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### **Dealing with other people on your behalf**

We are happy to deal with other people on your behalf as necessary. We will instruct these people on your behalf and they will not act as our agents. We take no responsibility or liability for the advice or services the other person provides to you.

### **3 Fees and expenses**

Unless we agree otherwise in writing, we calculate our charges based on the time we spend dealing with your matter and the hourly rates of the people concerned. Unless we say otherwise any estimate we provide does not include VAT. We will give you details of our hourly rates in our engagement letter.

In addition to our fees, it may be necessary to make payments to third parties on your behalf, for example fees to the Probate Registry or Court of Protection. For some matters we may request payment in advance.

#### **Client account**

Except for payments you make to cover our fees and expenses, all money we hold in relation to your matter will be held in our client account. If the bank holding our client account funds fails, your claim is against the bank and not against us. We hold client account funds in an authorised bank and if the bank fails, you may be entitled to help under the Financial Services Compensations Scheme. If you need further information about where your funds are held, please let us know.

#### **Interest on client money**

When we hold money on your behalf in our client account, we are unable to provide interest rates similar to those available if you had invested the money elsewhere yourself. The amount of interest paid depends upon the amount of money held and the period over which it is held. Amounts of interest under £50 will be paid at our discretion.

### **4 Billing and payment**

For administration of estate matters, we will normally submit interim bills at regular stages during the administration, starting with the obtaining of a Grant of Probate. The final account will be prepared when the estate accounts are ready for approval.

In the case of wills, we will usually submit our bill on completion but in some circumstances (eg where the matter is protracted or complex) may submit interim bills. For Lasting Powers of Attorney we will submit an interim bill when the Lasting Powers of Attorney have been prepared and sent to you and a final bill when the Lasting Powers have been submitted for registration to the Office of the Public Guardian.



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In all other matters we may submit interim bills as the matter progresses.

Payment of our costs is due on delivery of our bill to you. If payment is not received within one month, then interest may be charged on a daily basis at the same rate of interest which is allowed in the County Court for judgment debts.

We may also exercise a lien (a charge) over your papers whilst our costs remain unpaid.

We hope that disagreements in relation to our costs will not arise but please contact David Whitworth if you wish to discuss any concerns about an invoice you receive.

### **5 Money Laundering**

#### **Our obligations**

Under legislation relating to money laundering and terrorist financing, solicitors must get satisfactory evidence of the identity of their clients and sometimes of people related to them. By law, we must get evidence of your identity before starting work and we must keep these records up to date.

We may carry out electronic checks on databases kept by other organisations to verify your identity. By giving us personal information and accepting these terms, you agree to us using that information for this purpose.

#### **Reporting**

While solicitors are under a professional and legal obligation to keep the affairs of their clients confidential, there is legislation which, in certain circumstances, places us under a legal duty to give information to the authorities. If this happens, we may not be able to tell you that we have given information about you to others or our reasons for doing this. We may have to stop working on your matter for a period of time and we may not be able to tell you why. We do not accept any liability for any loss arising directly or indirectly from meeting these duties.

#### **Cash**

Our policy is not to accept cash payments from clients. If you pay cash into our bank account, we may charge for any extra checks that are needed to find out where the money has come from.

### **6 Raising queries and concerns with us**

We aim to offer all our clients an efficient and effective service and we hope that you will be pleased with the work we do for you. However, if you have any queries or



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concerns relating to the work we do for you or about our costs, then please raise your concerns with David Whitworth.

We have a written complaints procedure, a copy of which is available on our website or you can ask us for a copy.

If you are not satisfied with the way we handle your complaint, you may be entitled to ask the Legal Ombudsman to consider your complaint. The Legal Ombudsman allows us eight weeks to deal with complaints before they will investigate.

Normally, you will need to bring a complaint to the Legal Ombudsman within six months of receiving a final written response from us regarding your complaint.

There are also specific timeframes within which the Legal Ombudsman can accept a complaint. These are:

- one year from the date of the act/omission; or
- one year from when you should reasonably have known there was cause for complaint.

The Legal Ombudsman can be contacted at: Legal Ombudsman, PO Box 6167, Slough SL1 0EH or telephone: 0300 555 0333

### **7 Confidentiality and data protection**

We are committed to keeping your information secure. This means that we will keep your information electronically on our system and any paper documents will be kept securely within our office. We will keep all information which you pass to us confidential and will not disclose it to third parties except when authorised by you or where we are required by a legal or professional obligation (including our professional indemnity insurers and our regulator, the SRA). Please note that in probate matters we will assume you have given your consent for us to provide a list of the deceased's assets to the appropriate authorities, if required.

We comply with our obligations under data protection legislation. Further details of how we use your personal information and the rights you have relating to data protection can be found in our Privacy Notice. Our Privacy Notice is available on our website, or you can ask us for a copy. Under data protection legislation, people have the right to see the personal information we hold about them and our privacy notice contains information about this.

Whitworth Law is registered with the Information Commissioner's Office (ICO) and our registration number is 00017508443. David Whitworth is responsible for



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managing our obligations under data protection legislation and you can contact him if you require any further information.

### **8 Financial services advice and arranging insurance**

It is possible that during the course of our work for you we will need to seek specialist advice from a suitably qualified person in connection with financial matters arising out of your transaction. Whitworth Law Limited is not authorised by the Financial Conduct Authority (FCA) to provide independent financial advice, but we can arrange for a specialist in this field to provide suitable advice to you.

We may provide certain limited investment advice services where these are closely linked to the legal work we are doing for you. We are able to offer this advice because we are members of the Law Society of England and Wales, which is a designated professional body for the purposes of the Financial Services and Markets Act 2000. Where financial advice becomes relevant then we will contact you to discuss the most appropriate action.

#### **Arranging insurance**

We may need to arrange an insurance policy for the benefit of an estate, for example unoccupied property insurance. Whitworth Law is an ancillary insurance intermediary, we are not an insurance company and we do not have our own insurance products but we can recommend a contract of insurance to you. Please note that we only select products from a limited number of insurers. We approach the insurers that we generally deal with in relation to the cover required but we are not contractually obliged to exclusively use one of these insurers. We are not insurance specialists and so any recommendation made is not based on a fair and personal analysis of the market.

We are not authorised by the FCA but we are included on the register maintained by the FCA so that we can carry on insurance distribution activities, 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 Regulatory Authority. The register can be accessed via the FCA website.

The Solicitors Regulation Authority is the independent regulatory arm of the Law Society. The Legal Ombudsman investigates complaints about solicitors. If you are unhappy with any financial or insurance advice you receive from us, you may raise your concerns with either of those bodies.



## **9 The Foreign Account Tax Compliance Act (FATCA)**

The Foreign Account Tax Compliance Act (FATCA) is a US piece of legislation which has effect in the UK as a result of an agreement between the UK and US governments. The intention behind the legislation is to ensure US citizens disclose their worldwide income to the US tax authority (the Internal Revenue Service or IRS). The FATCA regime requires certain financial institutions to identify and report (to HMRC) payments made to a specified US person or to a non-US entity with one or more controlling person who is a specified US person.

To comply with the law, we may have to share some of your information with financial institutions and we will contact you to discuss the requirements, if this becomes relevant.

## **10 Ending our services**

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, we will invoice you for our charges up until that point.

## **11 Storage and retention of documents**

After completing the work, we will return any original documents to you for your safe keeping unless you ask us to retain these.

We will keep records relating to your matter for between seven and 15 years depending on the nature of the transaction. Some files will be stored indefinitely. We will destroy all records (electronic and paper) relating to your matter at the end of the retention period. We will not destroy any documents you have asked us to deposit in safe custody.

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 for:

- ❖ time spent producing stored papers that are requested, and
- ❖ reading, correspondence or other work necessary to comply with your instructions in relation to the retrieved papers.



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### **12**    **Limitation of liability**

Our liability to you for a breach of your instructions shall be limited to £3 million, unless we expressly state a higher amount in our letter accompanying these terms of business.

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 this in more detail.