

## Terms of Business

### **Goodwills Legal Services Limited**

**3<sup>rd</sup> Floor, Premier House, Lurke Street, Bedford, Bedfordshire MK40 3HU**

**Tel: 0345 222 0022**

**Fax: 0345 222 0023**

**Email: [info@goodwills.net](mailto:info@goodwills.net)**

You should take time to read and understand these as they contain valuable information such as for example, how fees are calculated and billed, how files are managed etc. Please note that these also contain a limitation of our liability. When you sign the client care letter, form of authority or other documents in order to instruct Goodwills Legal Services Ltd you do so agreeing to these terms of business.

### **Contents**

1. Hours of Business
2. Our responsibilities
3. Your responsibilities
4. Basis of Charging
5. Disbursements
6. Value Added Tax
7. Payment Arrangements
8. Tax Advice
9. Investment Advice and the FCA
10. Confidentiality & Disclosure Requirements
11. Intellectual Property Rights
12. Data Protection Act
13. The Proceeds of Crime Act 2002 ("the Act")
14. Money Laundering Regulations
15. Distance Selling Regulations
16. Ending This Agreement
17. Conflict of Interests
18. Storage & Copying of papers & documents
19. Changes in Law and Critical Dates
20. Limitation of Liability
21. Financial Services Compensation Scheme
22. Wills
23. Lasting Powers of Attorney
24. Discrimination
25. Monitoring telephone calls
26. Environmental Policy
27. Applicable law
28. Terms and Conditions of Business

#### **1. Hours of Business**

Our hours of business are Monday to Friday 9am to 5.30pm. If you need to contact us in an emergency please try us on [info@goodwills.net](mailto:info@goodwills.net) and we shall endeavour to help.

#### **2. Our Responsibilities**

Our responsibilities may / will include reviewing your matter regularly and keeping you updated at the appropriate stage. Our work does not include tax, or any other ancillary advice, unless instructed by you, and for which there will be an additional fee. Should you require detailed tax planning or trusts advice we would be happy to advise you, or refer you to a tax adviser that may be able to assist.

#### **3. Your Responsibilities**

As the client(s) your responsibilities may / will include providing us with clear, timely and accurate instructions, and providing all documentation required to complete the transaction in a timely manner.

#### **4. Basis of Charging**

Please refer to the engagement letter for details of fees quoted, or our estimate of fees, or the hourly rates of the fee earner(s) concerned.

Otherwise, our charges will be calculated mainly by reference to the time actually spent by the fee earners and other staff in respect of any work which they do on your behalf. This will include:

- Advising you in meetings and on the telephone.
- Negotiating with others on your behalf in meetings, by letter and by telephone.
- Considering, drafting and completing documents, deeds etc.
- Preparing for and attending court or tribunal hearings, including travelling and waiting time.
- Instructing third parties on your behalf.
- Legal and factual research.
- Preparation of any detailed costs calculations.

Hourly rates are reviewed periodically to reflect increases in overhead costs and inflation. We will notify you of any variation to the hourly rate.

All work will be charged in units of 1/10th of an hour (i.e. 6 minute units). For example, we charge for the time spent on making and taking calls in 6 minute units.

Please note that we may uplift the rates if we have to work outside the normal working hours of the business, for complex issues, the speed at which actions need to be taken and the importance and value of the work. All time spent on a file (including telephone calls and travelling) is charged. We can agree at your request a limit on our fees which will not be exceeded without your authority but in those cases we cannot guarantee the work will have reached any particular stage when we reach this limit. If we cannot agree a further fee arrangement we will be entitled to terminate our instructions.

Where fixed fee estimates are provided, this is based on the information available to us now. We reserve the right to revise the charge if we are required to do work which is additional to that which can be anticipated at this stage. You will be notified if this situation arises.

You are entitled to request an estimate of our charges at any stage of your case. We shall update you with a costs estimate every six months or whenever any estimate we have provided is likely to be exceeded, whichever is the sooner.

All fees (including fixed fees) will be varied if there are changes in the work or unforeseen or exceptional circumstances arise or the work becomes more time consuming than originally expected. We will discuss this with you when this arises and if you do not wish us to act then we will send you a bill for the works and disbursements to that date.

#### **5. Disbursements**

We may incur disbursements as and when required and shall include these on to your invoice for repayment, for example, land registry fees, or bankruptcy search fees.

#### **6. Value Added Tax**

VAT will also be payable by you at the current rate of 20% (or the prevailing rate which may vary from time to time) upon all this Company's charges and upon some of the disbursements (as specified in the client care letter) that are incurred on your behalf.

Our VAT registration number is 181 9700 93.

#### **7. Payment Arrangements**

We shall deliver bills to you at regular intervals for the work carried out during the conduct of the case. This assists our cash flow and enables you to budget for costs. Accounts should be settled within 28 days. Interest will be charged on a daily basis at a rate of 4% above Barclays Bank base rate at the time of the delivery of the bill where payment is not made within 28 days of the delivery of the bill.

Payment may be made to us by cash, cheque or card.

If we accept instructions from a Limited Company, we may require the directors and/or major shareholders to sign a form of personal guarantee in respect of the charges and expenses of this Company. If this is refused then we will refrain from acting and require immediate payment of our charges up to that point and expenses.

If any account is overdue for payment we shall be entitled to refrain from continuing work for you. We shall also be entitled to retain any documents and papers belonging to you, together with our file of papers, until such time as all sums outstanding are paid.

#### **8. Tax Advice**

Any work that we do for you may involve tax implications. Tax advice is outside of the scope of work we do for you. We are not regulated to advise you on the tax implications of a transaction that you instruct us to carry out, or the likelihood of them arising. If you have any concerns in this respect, please raise them with us immediately. Should you require tax planning we would be happy to refer you to a tax adviser that may be able to assist or, alternatively, you are free to seek tax advice independently.

#### **9. Investment Advice and the FCA**

If during this transaction you need advice on investments, we may have to refer you to someone who is authorised by the Financial Conduct Authority, as we are not.

#### **10. Confidentiality & Disclosure Requirements**

All information regarding your business and affairs will be kept confidential at all times, unless you instruct us to disclose information.

Your continuing instructions will amount to acceptance of these terms and conditions of business.

In some instances, we may need to outsource certain tasks. If you do not wish us to outsource any tasks then please inform us in writing.

#### **11. Intellectual Property Rights**

We retain copyright and all other intellectual property rights in all documents and other works we develop or generate for you (including but not limited to our business know-how and all other materials). We now grant you a non-exclusive,

non-transferable, non-sub licensable licence to use such documents but only for the purpose for which they have been produced. If you wish to use the documents for any other specific purpose then you must obtain our express written consent. If you fail to pay our charges in full for any service provided, we reserve the right, on giving you notice, to revoke that licence and only re-grant it to you once full payment has been made.

#### **12. Data Protection Act**

We process your personal information and sensitive personal information as defined in the Data Protection Act 1998 in accordance with the applicable data protection law. By submitting your information to us you consent to your information being processed and used by us as follows:

- To supply goods and services and requested by you including such transfer of information to employees, agents and third parties as required for this purpose.
- For our internal administration purposes.
- To market our goods and services to you.

We reserve the right to:

- Transfer our business assets (which include information) on sale or merger of the whole or any part of the business.
- Transfer our information as required to obtain legal advice, comply with legal requirements, protect our rights and property and the safety of our employees, clients, suppliers and others.

We may also process or use the data collected for, amongst other things, the legitimate needs of our business and to comply with the legal and regulatory issues.

Further any use of the e mail will carry risks and confidentiality cannot be guaranteed. Any information sent via e mail will be at your risk.

Please note that you have certain rights under the data protection legislation. Should you have any queries or require any further information in this regard, please do not hesitate to contact our Practice Manager.

#### **13. The Proceeds of Crime Act 2002 ("the Act")**

The proceeds of crime are any money, property or asset which has arisen as a result of crime e.g. monies (no matter how low in value) that are the result of tax evasion or benefit fraud whether the money has been saved or spent.

If we become aware or suspect the existence of proceeds of crime in your case (whether from you or any other person), in order to enable us, or any other lawyer, to continue with your case without an offence being committed by us, we must in certain circumstances report the irregularity to the National Crime Agency (NCA) without telling you that we have done so. NCA will then give or withhold permission for us to continue with the case. NCA involvement will cause delays to your case. Even if NCA gives permission for the case to continue, it can pass the information received to any relevant body such as the Inland Revenue and an investigation and/or criminal proceedings may take place at any time in the future.

The obligations that we have under the Act can in certain circumstances override the duty of client confidentiality.

Any time spent addressing issues arising from the Act will be charged to you in the same manner as any other work undertaken in relation to your case.

#### **14. Money Laundering Regulations**

This Company operates a comprehensive anti Money Laundering Policy as required by the Money Laundering, Terrorist Financing and Transfer of Funds (Information on the Payer) Regulations 2017 and the Proceeds of Crime Act 2002. As a consequence of these regulations, we are legally required to ask for proof of your identification and this is in the form of one original photo ID (passport or photo-card driving licence) and 2 original and recent (i.e. less than 3 month's old) proof of address documents (for example, a bank statement, council tax or utility bill). We are entitled to refuse to act for you if you fail to supply us with appropriate proof of identity for yourself or for any principal whom you may represent. We may if required carry out electronic identity checks and the cost of the said search will be noted as a disbursement and paid by you. Where we undertake an on-line ID check at the commencement of your matter, there is a charge of £8.00 plus VAT per client, which will be in addition to the usual ID checks. Due to the regulations we will not be able to accept any cash payments of more than £500.00. You must not in any circumstances transfer any cash over this limit to our account without prior authority of a Director of the Company. If you do we reserve the right to charge you for the time we need to spend to investigate the source of funds, in order to cover our administrative expenses. We will also not be able to send monies to any third parties.

Where work is referred to us by an introducer, they have responsibility for seeing proof of your identification and providing evidence of this to us in writing. If insufficient evidence is provided then we will need to see the identification

documents noted above and/or carry out an on-line ID check for a charge of £8.00 plus VAT for each client.

Also, we are obliged to report any suspicion of money laundering to the National Crime Agency without informing you no matter how small a sum is involved. If we fail to do so, we could be prosecuted. The Directors of Goodwills Legal Services Ltd will not be liable for any loss you suffer resulting from any disclosure under these provisions (this being an exception to the general rule that your affairs will remain confidential).

#### **15. Distance Selling**

If we have not met with you in person, The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 apply to this matter. This means you have the right to cancel your instructions to us within fourteen days without giving any reason. The cancellation period will expire fourteen days after the date of our initial communication with you. To exercise the right to cancel, you must inform us of your decision to cancel by a clear statement (e.g. a letter sent by post, fax or email) using the contact details on our engagement letter. 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 requested to begin work on your matter during the cancellation period, we reserve the right to ask you to pay us an amount which is in proportion to what has been performed until you have communicated to us your cancellation, in comparison with the full coverage of the retainer.

#### **16. Ending This Agreement**

You may terminate your instructions to us any time. If at any stage you do not wish us to continue doing work and/or incurring charges and expenses on your behalf, you must tell us this clearly in writing.

We may decide to stop acting for you but only with good reason, for example:

- If you do not provide clear or proper instructions;
- If you have not provided satisfactory identification;
- If we cannot continue to act without being in breach of rules of professional conduct;
- If there has been an irretrievable breakdown in trust and confidence; or
- If you do not pay an interim bill or comply with a request for payment on account.

We will however be able to keep all your papers and documents while there is still outstanding money owed to us even though instructions are terminated.

#### **17. Conflict of Interests**

We search our records to protect you from conflicts of interest. Where a conflict arises or may arise, we may not be able to accept or continue working on your matter.

#### **18. Storage & Copying of papers & documents**

As a Will file, your file shall be held indefinitely. We will place your file into storage fourteen days after your matter has been completed, and should you require return of any papers we hold on your behalf you will need to inform us of this before your file is placed into storage. Should you require significant papers to be returned to you, we reserve the right to make a charge to cover the time we need to spend to sort through the papers, to cover our reasonable administrative expenses and reasonable photocopying costs to maintain a full record on our file. The Company will not destroy documents such as Wills and that you ask us to keep in safe custody. We do, however, reserve the right to scan and shred all other paper files, for the ease of our storage systems. You should request return of any papers you require within 14 days of your matter being completed if you require return of any such papers before they are scanned and then shredded.

We are entitled to keep your papers and documents if there is any money owing to us for our charges and expenses for any reason.

If we retrieve papers or documents from storage in relation to additional or new instructions to act in connection with your affairs, we will charge you £35 plus VAT for such retrieval, to cover our administrative expenses of such retrieval. If we are required to retrieve, schedule and despatch title deeds to you or a third party we shall do so by recorded delivery and make a charge of £50 plus VAT for doing this. However, we may make a charge based on time spent producing stored papers or documents to you or another at your request. We may also charge for reading, correspondence or other work necessary to comply with the instructions given by you or on your behalf.

On certain occasions it may be necessary for us to photocopy partially or entirely your file of papers for our own records. In such an event we reserve the right to make a charge for the reasonable photocopying costs, usually between 25-45 pence plus VAT per copy before the file can be forwarded.

#### **19. Changes in the Law and Critical Dates**

Unless we are instructed to review the law and report to you from time to time or to deal with the matters in question immediately prior to a critical date, we will not

remind you of changes in the law which might affect you or future critical dates. We will charge you on a time basis for any research which may be necessary to obtain an up to date position of the legal position as it relates to your matter.

#### **20. Limitation of Liability**

The Firm's liability from one claim ("a Claim") which arises from our work is £2,000,000. 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. 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. Copies of the Firm's insurance policy is available on request.

#### **21. Financial Services Compensation Scheme**

In the event of a banking failure it is unlikely that the Company would be held liable for any losses of client account money. If a corporate body client is not considered a small Company by FSCS, then they will not be eligible for compensation. The £85,000 Financial Services Compensation Scheme (FSCS) limit will apply to each individual client so if you hold other personal monies yourself in the same bank or banking group as we do; the limit remains £85,000 in total per bank or banking group. In the event of a bank failure you agree to us disclosing details to the FSCS.

#### **22. Wills**

By completing the questions which form part of the will questionnaire and answering any additional telephone questions, you confirm that you are not subject to coercion or undue influence and have sufficient mental capacity to make and execute a will and have not been influenced by anyone in answering the questions. We accept no responsibility for verifying the identity, age or testamentary capacity of you or your witnesses. We will prepare your Will strictly in accordance with your instructions and the details you have provided, and so you are required to ensure you have provided complete and accurate information, as we shall not be liable for any errors or omissions in details provided by you. Once we have prepared a draft will for you our full fee becomes immediately payable. Leaving your residuary estate between exempt and non-exempt beneficiaries (i.e. charities) may result in negative tax implications if your estate is subject to inheritance tax; if you have any concerns you should contact Goodwills Legal Services Limited to discuss your circumstances. Tax advice/work is outside of the engagement with you, and we shall not be liable for any adverse tax implications. Changes in inheritance tax legislation may affect the tax efficiency of your will. Please note that we will not be obliged to contact you if there are any changes to the tax legislation, but may choose to do so at our option. We cannot be liable to you for any losses, damages or costs (whether arising in contract, tort, negligence, breach of statutory duty or otherwise) arising as a result of our failure to contact you in these circumstances. It is essential wills are signed in accordance with the signing instructions we send out with them. If your wills are not signed and witnessed correctly they may be invalid. If you do not follow our instructions in relation to the signature of your will then we accept no responsibility for the effective execution of your will. You have a choice whether to appoint an executor who is a professional (Goodwills Legal Services Limited), lay (family member or beneficiary), or both, and should take into account the size and complexity of the estate when deciding. If only a lay, the lay may engage the services of a professional on the death of the client. Where we are appointed as executors our fees for carrying out the administration of the estate could be charged for on an hourly rate basis or a percentage of the estate or both, determined on a case by case basis, taking into account the size and complexity of the estate. Typically, our charges would be in the region of 1% to 2% of the gross estate value plus VAT. With some executorships there may be a continuing role for us as executor to act as a trustee. In these circumstances any trustee fees will be charged for on an hourly rate basis. Where we are appointed as executor (and trustee) and asked to renounce (and retire) by the beneficiaries, following the death of our client, we would not normally do so. So as to ensure that the wishes of our client are carried out. Where we do consider such a request, we would look at all of the relevant reasons, and make a charge for our time spent in such consideration and for the preparation and signing of any relevant papers. If we decide to renounce our appointment as executor, we reserve the right to charge a fee of £250 plus VAT for the work involved. Our advice is confidential to you and this Company shall not be responsible if you make it available to third parties. No person who is not a party to this agreement embodied in these standard terms and conditions and the relative covering letter(s) or your beneficiaries under your will shall, in the absence of express provision to the contrary, have any right under the Contracts (Rights of Third Parties) Act 1999 to enforce any of its terms, but this does not affect any right or remedy of a third party which exists or is available under that Act. If you are contemplating marriage or contemplating entering into a civil partnership, this will not be accommodated in your will, unless expression provision to the contrary has been agreed, and so you will need to have a new will drawn up should you marry or enter into a civil partnership. If you divorce then inheritances under your Will may be affected and you should seek further legal advice. If for whatever reason you fail to sign your will, we accept no liability to you for the completion of your will, nor any loss arising for its non-completion. We do not register your Will with any Will registries, but if you require this service then please let us know and we shall provide you with a quote. If you store your own Will it is your responsibility to inform your Executors of its location. If you decide that you do not wish for Goodwills Legal Services Limited to securely store your Will we shall return it to you. In order to release any documents securely we would require one original form of photo ID (passport or photo-card driving licence) and 2 original and recent (i.e. less than 3 month's old) proof of address documents (for example, a bank

statement, council tax or utility bill), and a written request for release of such documents. There would also be an administrative fee of £35 plus VAT plus special delivery costs (c.£10). We accept no liability for any loss should your Will be lost or delayed in the post.

#### **23. Lasting Powers of Attorney**

Where Goodwills Legal Services Limited are appointed as an attorney we will charge for all such services, including any time spent in dealing with routine matters which a lay attorney could undertake, in accordance with our scales of fees that are applicable at the time.

#### **24. Discrimination**

Goodwills Legal Services Limited treats all clients and third parties fairly and equally at all times. Goodwills Legal Services Limited does not discriminate against clients or third parties irrespective of:

- race or racial group (including colour, nationality and ethnic or national origins);
- sex (including marital status, gender reassignment, pregnancy, maternity and paternity);
- sexual orientation (including civil partnership status);
- religion or belief
- age
- disability.

Goodwills Legal Services Limited takes steps to ensure that we meet the diverse needs of our clients. If a complaint is made based on discrimination, we will treat this complaint very seriously and act promptly to investigate such complaint. We are committed to equality and diversity and have an equality and diversity policy in place. Equality and diversity is maintained in the workplace, when providing services to clients, and in our dealings with third parties, for example, barristers, experts, or suppliers. If you have any specific requirements or individual needs, please let us know. Also, please note that we are free to accept or decline instructions from any clients.

#### **25. Monitoring telephone calls**

Goodwills Legal Services Limited may record calls for training purposes, quality control, and for our client(s) and our staff(s) protection. We reserve the right to refer to the recorded calls should a dispute arise. You have the right to obtain a recording and/or transcript of any such recorded calls.

#### **26. Environmental Policy**

Goodwills Legal Services Limited recognises that it has a responsibility to the environment beyond legal and regulatory requirements. We are committed to reducing our environmental impact and continually improving our environmental performance as an integral part of our business strategy and operating methods, with regular review points. We will encourage clients, suppliers and other stakeholders to do the same. Our key focus is to reduce paper wastage and therefore, as a matter of routine, we shall communicate with you by email wherever possible.

#### **27. Applicable law**

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

#### **28. Terms and Conditions of Business**

Unless otherwise agreed, these Terms and Conditions of Business shall apply to any future instructions given by you to Goodwills Legal Services Limited. If you have any queries regarding these Terms and Conditions of Business then please let us know otherwise please note that when you sign the client care letter, form of authority, or other documents in order to instruct Goodwills Legal Services Limited you do so agreeing to these terms of business.