

# **HUGHES JENKINS SOLICITORS**

## **TERMS AND CONDITIONS OF BUSINESS**

### **FACTSHEET and PRIVACY POLICY**

Hughes Jenkins Solicitors is the trading name of  
Hughes Jenkins Limited  
A company limited by shares registered In England and Wales  
Registered Office at 27A & B High Street, Aberdare, CF44 7AA  
A list of the directors of Hughes Jenkins Limited can be found at the Registered Office.  
Company Number 5351419  
SRA Number 419765  
VAT Registration Number 794 2386 90

**Hughes Jenkins Limited is Authorised and Regulated by the Solicitors Regulation  
Authority**  
[www.sra.org.uk](http://www.sra.org.uk)

[www.hughesjenkins.co.uk](http://www.hughesjenkins.co.uk)

## **FACTSHEET**

This factsheet is intended to summarise the most important parts of our Terms and Conditions of Business to which we would ask you to pay particular attention.

**Paragraphs 1-4** This explains about our firm and the standards you can expect from us.

**Paragraphs 5-6** This explains how we calculate our charges and how you can complain if you are unhappy with your bill.

**Paragraph 8** This explains how we calculate any interest due to you. Please ask to see our firm's interest policy.

**Paragraph 17** This explains what you need to do if you want to complain about the service you have received

**Paragraph 25** This explains about our diversity policy. Please ask to see our firm's diversity policy.

**However, we would also recommend that you familiarise yourself with *all* of the terms and conditions attached to this document.**

## **TERMS AND CONDITIONS OF BUSINESS**

We will provide legal services on the terms set out below. 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 authorising and regulatory body of Solicitors). These rules require that clients be informed of certain terms of business and these are included in this statement.

### **1. PLACES AND HOURS OF BUSINESS**

We trade as Hughes Jenkins Solicitors at 27A & B High Street, Aberdare, CF44 7AA and 5A Cordani Buildings, Gravel Lane, Blackwood, NP12 1AG. Normal hours of opening are from 9.00 a.m. to 5.00 p.m. on week days. Appointments can be arranged outside of hours when necessary. We are open during lunch hour.

### **2. RESPONSIBILITY FOR WORK**

The person primarily responsible for overseeing your work will be set out in our initial letter. You can also speak to the named members of staff as set out in our initial letter to you.

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

### **3. STANDARDS**

All members of the firm should meet certain standards with regard to client care. These standards include:

- (a) We will inform you about the progress of your matter at appropriate intervals. In particular any changes in the action planned to be taken in the matter, its handling, or the cost will be given to you promptly.
- (a) We will endeavour to return telephone calls on the same day if possible although you should appreciate that this is not always possible due to other commitments such as Court attendance.
- (a) We will send you copies of any important correspondence (this does not mean all correspondence) unless you have indicated, and we have agreed that this is not necessary.
- (a) We will write to you using plain language. Correspondence will be reviewed on its day of receipt save in exceptional circumstances. We aim to ensure that correspondence requiring a reply is answered within seven days. If that cannot be complied with (for example because of illness or absence from office), then you will usually be sent an explanation.
- (a) If it is necessary for you to come into our office, an appointment will be given to you as soon as practical having regard to a realistic working day and the need to allow sufficient time to avoid keeping you and other clients waiting or worse still cancelling appointments. You should not usually have to wait more than a week for an appointment and to wait over two weeks would be rare. We can arrange home visits but these cannot usually be arranged as quickly as office appointments and will add to the expense of the case.
- (a) If your work is carried out by a member of staff who deals with Court work their day is occasionally likely to be disrupted by delays or emergencies at Court and we recommend that you telephone to check your appointment before setting off particularly if you are travelling far or taking time off work.
- (a) Please do not hesitate to remind us if you feel that we are not keeping to these standards. In return we ask you to respond to our letters and to pay our fees and disbursements promptly.

#### 4. **PROFESSIONAL INDEMNITY**

For your protection we maintain professional indemnity insurance as required the Solicitors Indemnity Rules. Our Indemnity Insurers are – QBE C/O Howden Insurance Brokers, 16 Eastcheap, London, EC3M 1BD. We have worldwide coverage of £3 million.

#### 5. **FEES**

1. Probate – Hourly Rate - £185.00
2. Conveyancing – Hourly Rate - £185.00
3. Litigation/Family – Hourly Rate - £185.00
4. Fixed Fee – By prior agreement

All figures quoted are exclusive of VAT.

##### 5.1 (a) Where our fees are not fixed

- (a) Unless and until an alternative fee arrangement have been agreed and confirmed in writing by us, the basis for calculating your fees described below and is principally calculated on the basis of the time spent by the fee earner and staff dealing with the matter. The time charged includes attendances upon you and perhaps other people travelling time considering, preparing and working on papers and correspondence making and receiving telephone calls.
- (a) The time is charged at an hourly rate which takes in to account the overhead costs of the firm plus an appropriate additional amount to reflect the complexity, urgency and value of the work and the seniority of the person undertaking it. If you wish you may set a limit on the fee which may be incurred without further reference to you.
- (a) Where the instructions require that any work is performed outside our normal office hours, we reserve the right to increase the level of the hourly rate.
- (a) If it becomes apparent that the matter is one of exceptional complexity or urgent and this could not reasonably have been anticipated at the time of accepting your instructions, the rates quoted may no longer be appropriate. In such circumstances we reserve the right of terminate the retainer unless revised rates are agreed in substitution.
- (a) The hourly rate set out above is reviewed every year. From effect from the 1<sup>st</sup> May to take in to account changes in the overhead costs of the firm, and the revised rate applies to all work undertaken thereafter without further notice. Details of revised rates will be supplied to you on request.
- (a) Payments made on your behalf e.g. for search fees, Land or Probate Registry fees, Counsels fees, Court fees etc., are called disbursements and are payable by you in addition to your own fees. We shall have no obligation to pay them unless you have provided funds for that purpose. VAT is payable on some disbursements and is charged to you.
- (a) In the event that you instruct us to transfer money by way of Bank Transfer (Telegraphic Transfer), we will make a charge for this service. This charge is payable to us and is not a disbursement.
- (a) In cases where you have appointed us to act as your Executor you must be aware of the following:- (i) That you are at liberty to appoint another executor/s who do not need to be a Solicitor or other professional person (ii) That we will charge you to act as your Executor on an hourly rate as set out in paragraph 5.
- (a) In certain cases we may agree a different hourly charging rate than the one specified above. If we do this we will agree this with you and notify the same to you in writing.

Fees are payable whether or not a case is successfully concluded or a transaction completed. If any case or transaction does not proceed to completion for any reason during the period in which we are instructed, then we shall be entitled to charge for work done on the basis set out above but in our absolute discretion we may waive part or all of such fees.

#### 5.1 (b) Where our fees are fixed

- (a) In the case of fixed fees the basis for calculation of our fees is a fixed fee which was quoted to you and confirmed in writing at the commencement of your instructions and the fee quoted will include all the time spent on the matter by any firm staff which could have been reasonably within our contemplation at the time instructions were accepted. This will include attendance upon you and perhaps other people; travelling time; considering; preparing and working on papers and correspondence; making and receiving telephone calls. The fee has been calculated both by reference to the time likely to be spent on the matter and also by reference to the value element based on e.g. the price of the property involved, the size of the estate, or the value of any financial benefit. The value element also reflects the importance of the transaction to the client and the consequent responsibility falling on the firm and the seniority of the person carrying out the work.
- (a) If it becomes apparent that the matter is of a complex nature or urgency and this could not reasonably have been anticipated at the time of accepting the instructions, the fee quoted may no longer be appropriate. In such circumstances we reserve the right to terminate the retainer unless revised rates or fees are agreed in substitution.
- (a) Payments made on your behalf e.g. for search fees, Land or Probate Registry fees Counsels fees, Court fees etc are called disbursements and are payable by you in addition to your own fees. We shall have no obligation to pay them unless you have provided funds for that purpose. VAT is payable on some disbursements and is charged to you.
- (a) In the event that you instruct us to transfer money by way of Bank Transfer, we will make a charge for this service. This charge is payable to us and is not a disbursement. We also charge to complete Stamp Duty Land Tax Forms.
- (a) Fees may be payable whether or not a case is successfully completed or a transaction completed. If any case or transaction does not proceed to completion for any reason during the period for which we are instructed then we shall be entitled to charge for work done on the basis set out above but in our absolute discretion we may waive part or all or any of such entitlement to fees.

#### 5.2 Section 74 Solicitors Act 1974 agreement

This agreement expressly permits us to charge an amount of costs greater than that which you will recover or could have recovered from the other party to the proceedings and expressly permits payment of such sum.

This part of this agreement is made under section 74(3) of the Solicitors Act 1974 and Civil Procedure Rules 46.9 (2) and (3).

In so far as any costs or disbursements are of an unusual nature or amount these costs might not be recovered from the other party.

### **6. ARRANGEMENTS FOR PAYMENT OF FEES**

- (a) Property transactions: An account will normally be prepared following the exchange of contracts and payment is required prior to or upon completion. Where sufficient funds are received from you upon completion, any amount due to us shall be deducted from those funds unless otherwise agreed. Where we have not been provided with sufficient cleared funds by the date of completion we will be entitled to refuse to complete the transaction on your behalf.
- (a) Administration of estates: It is our usual practice to deliver one final account when the estate accounts are delivered for approval. However, if it transpires that it will take some time to complete the administration we reserve the right to submit interim accounts at regular intervals during the administration. The final account will still be presented when the estate accounts are delivered for approval.
- (a) Other cases or transactions: We will usually ask you to pay money on account of the fees and disbursements which are anticipated in the following weeks or months. Please meet such requests promptly to avoid any delay in the progress of your case. In transactions or cases likely to continue for more than one month, interim accounts covering the work already carried out will normally be rendered on a monthly basis. In some cases accounts may be rendered more frequently e.g. when a considerable amount of time is

spent within a short period. This procedure enables you to budget for costs as the matter progresses. . We reserve the right to deduct any costs in payment of our interim bills from monies which we hold on account for you

- (a) If for any reason an interim account is not delivered we will inform you at least every six months of the approximate amount of costs to date
- (a) In the event of any account or request for payment on account not being paid within 28 days we reserve the right to decline to act further in the case and where appropriate we shall be entitled to remove our name as your Solicitors from any Court record. The full amount of work done up to that date will be the subject of a final account rendered and will be debt due from you. Interest will be charged at the rate prevailing upon judgement debts from the date of the bill until the date of payment in cases where payment is not made within 28 days of delivery.
- (a) You may find it convenient to arrange regular payments on account by way of bank standing order. You should notify the person having conduct of your file if you wish to pay by this arrangement and full details of our bank will be supplied.
- (a) We reserve the right to deduct our costs and any disbursements that we have paid on your behalf (plus VAT) from any monies recovered by us on your behalf including damages costs and interest and to hold all or part of any such monies pending agreement and payment of our costs.
- (a) We will sue for and enforce judgement of unpaid fees and disbursements

### **Complaints about our fees**

You have the right to object to any bill by applying to the court for an assessment of the bill under Part III of the Solicitors' Act 1974; if all or part of your bill remains unpaid we may be entitled to charge you interest. You can also complaint to the Legal Ombudsman about any bill we send you having first gone through our Complaints Procedure. Our Complaints Procedure is detailed in point 17 of this document.

### **7. COSTS RECOVERED**

- (a) In litigation cases a successful client may obtain an order for payment of costs by some other party. However, in practice this usually results in only a proportion of the costs incurred being recovered for the client because of the basis upon which the Court assesses costs. If the other party is in respect of Public Funding you may not be able to recover your costs even if you win your case. An order for costs does not guarantee that they will be paid; uninsured parties may simply not have the means to pay. If you are successful and costs are to be paid by the other party, interest can often be claimed on those costs from the date of which the order for costs was made. To the extent that you have paid any fees and disbursements to us on account we will account to you for such interest but will otherwise be entitled to retain it.
- (a) We reserve the right to deduct our costs from any monies received by us on your behalf and to hold all or part of any such monies pending agreement and payment of our costs.
- (a) An order for costs against another party does not end your responsibility for our fees. If and when costs previously paid by you are recovered from the other party we will refund the amount recovered less any recovery costs.
- (a) If Court proceedings (as distinct from negotiations) are issued or defended on your behalf it is likely that you will have to pay your opponents costs as well as your own if for any reason, including withdrawing, you lose your case.
- (a) If for any reason your our costs fail to be paid by another party, this does not end your responsibility for our fees which will be calculated in accordance with clause 5 above even where the other party has to pay part only of our costs or where you are unable for any reason to obtain payment from any other party.

### **8. INTEREST PAYMENTS**

When we hold money for you we will account to you for the interest on a fair and reasonable basis.

Client money will usually be held in our general client account. Interest rates may not be as good as they would be if you invested the money in a deposit account.

In the event that the total sum of interest calculated amounts to less than £30 then no amount of interest will be payable to you. This is because the cost involved in the administering of the payment may exceed the payment itself.

We will usually account to you in respect of interest either at the completion of your matter or on a more frequent basis should we hold monies for a longer period.

We may hold client money in a designated deposit account in which case, we will account to you for all the interest earned.

We regularly review this policy.

## **9. COMMUNICATIONS**

We will communicate with you by any method which you specifically request, failing which by any method we consider appropriate. We may need to check discs and e-mails for viruses. When we consider it appropriate, we will communicate with other by fax and e-mail as appropriate on your behalf unless you inform us that you do not wish us to do so. We cannot accept responsibility for the security of correspondence sent by e-mail or fax.

## **10. DISCLOSURE**

We are professionally and legally required to keep your affairs confidential.. We may be obliged to inform your proposed lender of facts relevant to your mortgage application. If we make a disclosure in relation to your matter, we may not be able to tell you that a disclosure has been made. We may have to stop working on your matter for a period of time and may not be able to tell you why. Solicitors cannot disclose information about a Client's affairs without the Client's authority. By signing these terms and conditions and returning them to us you authorise us to disclose all information which we have in relation to your matter to other parties as appropriate and to their agents and advisers. You may withdraw this authority at any time but if you do so you should appreciate that we may inform other parties that this authority has been withdrawn.

## **11. GENERAL DATA PROTECTION REGULATIONS (GDPR)**

The GDPR defines "personal data" as any information relating to an identified or identifiable natural person (a "data subject"); an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier, or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural, or social identity of that natural person.

Hughes Jenkins Limited is and has always been committed not only to the letter of the law, but also to the spirit of the law and places high importance on the correct, lawful, and fair handling of all personal data, respecting the legal rights, privacy, and trust of all individuals with whom it deals.

We will need to perform data processing for purposes which are regulated by law e.g. money laundering checks and ID checks. In some cases we will need to process sensitive personal data such as medical records for the above purposes. As part of our risk management strategy we also reserve the right to carry out a financial status check on prospective clients. By signing these terms and conditions 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 give us information about another individual for business purposes, you do so on the basis that the individual has agreed, and has consented to the processing of his or her personal data including sensitive personal data.

We use the information you provide primarily for the provision of legal services to you and related

purposes including: updating and enhancing client records analysis to help us manage our practice statutory returns, legal and regulatory compliance. Our use of that information is subject to your instructions, Please note that our work for you may require us to give information to third parties such as expert witnesses and other professional advisers. You have right of access under data protection legislation to the personal data that we hold about you.

We will keep your file for a minimum of 7 years from the conclusion or closure of your legal work. Your file will then be destroyed by our industrial shredder kept on site

**PLEASE REFER TO OUR PRIVACY POLICY ATTACHED OR VISIT OUR WEBSITE**

**12. TAX ADVICE**

We do not provide advice on tax issues. We recommend that in the event that any transaction carried out by us for you involves the consideration of tax issues that you obtain the advice of an accountant or other professional qualified to give such advice.

**13. INSURANCE DISTRIBUTION**

We are not regulated by the Financial Conduct Authority (FCA) therefore if during a transaction you need financial or investment advice, we are able to refer you to someone who is authorised by the FCA. 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 can carry on insurance mediation activity, 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 Regulation Authority. The register can be accessed via the Financial Conduct Authority website at [www.fca.org.uk/register](http://www.fca.org.uk/register).

In the event that you are unhappy with any advice you receive from us, you may complain to the Solicitors Regulation Authority at [www.sra.org.uk](http://www.sra.org.uk); which is the independent regulatory arm of the Law Society, our designated professional body, or to the Legal Ombudsman at [www.legalombudsman.org.uk](http://www.legalombudsman.org.uk).

**14. STORAGE OF PAPERS AND DEEDS**

- (a) At the end of a transaction or case, we will retain your file of papers for such a period as we shall deem appropriate, with regard to guidelines laid down by the Solicitors Regulation Authority. You should ask for the return of any documentation that you require at the end of the matter. After that time, storage is on the understanding that we have the right to destroy the file after such period as we consider reasonable or to make a charge for storage if we ask you to collect your papers and you fail to do so. We are entitled to hold papers pending payment of any outstanding fees due to us.
- (a) We provide a safe custody service to clients in respect of Wills, Deeds and other Securities and no charge will be made for storing such items unless prior written notice is given to you of a charge to be made from a future date to be specified in that notice.
- (a) 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, of up to £25.00 plus VAT, based on time spent in retrieving 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 whose papers, Wills, Deeds and Securities are stored.

**15. 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 will be helpful if you will please sign and return one copy for us to retain on our file.



## **16. CANCELLATION OF CONTRACTS/DISTANCE SELLING**

The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 come into force on Friday 13th June 2014. The Regulations apply to contracts between businesses and consumers; they cover contracts entered into at both the business' premises and those formed away from the premises.

In both situations, a business must provide the client with various pieces of key information before commencing work under the contract.

In contracts that are deemed to have been entered into away from a business' premises, there are additional requirements, most notably, the need to provide the client with details of their right to cancel the contract.

The Regulations give the client power to cancel the contract within 14 days of it being formed, without needing to give a reason. Should they elect to do so, the client will be entitled to have any payments they have made returned to them, even if works have already started.

## **17. OUR COMPLAINTS POLICY**

We are committed to providing a high quality legal service to all our clients. When something goes wrong we need you to tell us about it. This will help us to improve our standards. If you have a concern about the way in which your business is being handled please do not wait until the matter becomes serious. If you are in any way unhappy with the services that we are providing we want to know as soon as possible. Should you have a concern would you please do the following:-

- (a) Bring your concern to the attention of the fee earner who is handling your matter.
- (a) In the event that you still do not feel that your concern has been properly dealt with, then please contact Lisa Summers, who is the Practice Manager within our practice.
- (a) We will then send you a letter acknowledging your complaint which we will ask you to confirm or explain the details set out. You can expect to receive our letter within two days of us receiving notification of your concerns.
- (a) We will record your concerns in our central register and open a separate file for your concern. We will do this within 1 day.
- (a) We will then start to investigate your complaint. This will normally involve the following steps:-
  - (i) The Complaints Director will interview the member of staff concerned.
  - (ii) He will ask the member of staff who acted for you to reply to your concern within 5 days.
  - (iii) He will then examine their reply and the information in your file. This will take up to 3 days from receiving their reply in the file.
  - (iv) You will then be invited to a meeting which you may discuss your concerns with our complaints director. Within 2 days of the meeting the complaints director will write to you to confirm what took place and any solutions that he or she has agreed with you. At this time you will be sent a detailed reply to your concerns. This will include suggestions for resolving the matter.
  - (v) If at this stage you are not satisfied please contact us again and we will arrange to review our decision. We will then arrange for someone who is not connected with the complaint to review the decision and then respond to you within 10 days. This will be our final written response.

If you are not satisfied with our final written response or if we have taken longer than eight weeks to respond to your complaint then you can take your complaint to the Legal Ombudsman. Ordinarily, the Legal Ombudsman will investigate complaints that meet ALL of the following criteria:

- (1) The problem or when you found out about it happened after 5<sup>th</sup> October 2010; and
- (1) You are referring the complaint to the Legal Ombudsman within either of the following: six years of the problem happening or three years from when you found out about it; and

- (1) You are referring the matter to the Legal Ombudsman within six months of the Firms final written response.

If your complaint does not meet the above criteria then the Legal Ombudsman may not be able to investigate it, but contact them for more information. You can contact the Legal Ombudsman in the following ways:

By Post: Legal Ombudsman, PO BOX 6806 Wolverhampton WV1 9WJ  
By Phone: 03005550333  
By Email: [enquiries@legalombudsman.org.uk](mailto:enquiries@legalombudsman.org.uk)  
Online: [www.legalombudsman.org.uk](http://www.legalombudsman.org.uk)

#### **17b. FINANCIAL SERVICES COMPENSATION SCHEME**

The Financial Services Compensation Scheme is the UK's statutory Deposit insurance and investors compensation scheme for customers of authorised financial services firms. This means that FSCS can pay compensation if a firm is unable, or likely to be unable, to pay claims against it. The FSCS is an operationally independent body, set up under the Financial Services and Markets Act 2000, and funded by a levy on authorised financial services firms. The scheme rules of the FSCS are made by the FCA and are contained in the FCA's Handbook. The FCA also appoint its Board and the FSCS is ultimately accountable to the FCA. The scheme covers deposits, insurance policies, insurance brokering, investments, mortgages and mortgage arrangement. The limit of compensation is £85,000.00

**Temporary high balances.** FSCS protects **temporary high balances** in your bank account of up to £1million for up to six months. Certain life events could have caused a **temporary high balance** in your bank account, including: Real estate transactions (property purchase, sale proceeds, equity release).

#### **18. CONFLICT OF INTEREST**

It is our duty to act in the best interest of our Clients.

If there is a conflict, or a significant risk of a conflict, between two or more current clients, we will not act for all or both of them unless the matter falls within the scope of the limited exceptions. In deciding whether to act in these limited circumstances, the overriding consideration will be the best interests of each of the clients concerned and, in particular, whether the benefits to the clients of you acting for all or both of the clients outweigh the risks

#### **19. THIRD PARTY EXCLUSION**

Unless otherwise expressly stated nothing in this contract will create rights pursuant to the Contracts (Rights of Third Parties) Act 1999 in favour of anyone other than the parties to the contract

#### **20. HELP TO BUY ISA SCHEME – CONVEYANCING TRANSACTIONS ONLY**

Help to Buy is the name of a government programme in the United Kingdom that aims to help first time buyers, and those looking to move home, purchase residential property

#### **21. FURTHER INSTRUCTIONS**

Unless otherwise agreed and subject to the application of the then current hourly rate 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 will not be possible for us to start work on your behalf until one copy has been

signed and returned to us to be retained on our file.

**22. BANKING ARRANGEMENTS**

In accordance with the requirements of the Solicitors Accounts Rules 2011 (as amended) we will deposit any money which we hold on your behalf with Barclays Bank PLC.

We will only accept cash to a limit of £500.00

Where we have complied with all of the legal requirements in depositing funds in a client account at a bank or building society we will not be held responsible to you for any loss caused by or resulting from the collapse of the financial institution holding that money

Individuals and small businesses (but not larger businesses) may be entitled to the protection of the Financial Services Compensation Scheme for funds deposited in the Solicitors' client account as if the funds were deposited by the Client direct with Barclays Bank plc.

Our client account, named 'Hughes Jenkins Client Account', details are:

Sort Code: 20-84-41 Account Number: 53431215 Bank: Barclays Bank PLC

**23. DEFECTIVE TITLE INSURANCE**

- (a) There may be a situation in your transaction where we feel it would be prudent for you to take out this insurance. When we reach the stage in your transaction where we consider it prudent to advise you to take out insurance we will inform you. We will also inform you of the identity of the Insurance Company we recommend.
- (a) When we recommend a policy we will have ensured that you have no insurance of your own which would cover this situation.
- (a) The policy of insurance which we have recommended will cover you for the risk concerned and will provide the appropriate level of cover.
- (a) We are not tied to any one Insurance Company. We receive no commission from any insurance company.

We reserve the right to increase our fees as per our quotation if there is a need to provide such a policy on your behalf.

**24. "NO WIN NO FEE"**

- (a) We may decide that to advise you under a Conditional Fee Agreement ("No Win No Fee") is the most appropriate way of funding your case. This means that if you win your claim, you pay our basic charges, our disbursements and a success fee. You can claim from your opponent part or all of our basic charges and our disbursements. You may be ordered to pay your opponent's legal costs if it has been shown that you have been fundamentally dishonest, you have acted in a manner which has obstructed the Court in the proceedings or where the claim had no reasonable prospect of success.

**25. EQUALITY AND DIVERSITY**

We are committed to promoting equality and diversity in all of its dealings with clients, third parties and employees. Please contact us if you would like a copy of our equality and diversity policy.

**26. LIEN/RETENTION OF FILES**

After completing the work, we will be entitled to keep all your papers and documents while there is still money owed to us for fees and expenses.

**27. CRIMINAL FINANCES ACT 2017**

From the 30<sup>th</sup> September 2017, the Criminal Finances Act 2017 will make companies and partnerships criminally liable if they fail to prevent tax evasion by either a member of their staff or an external agent, even where the business was not involved in the act or was unaware of it

We as a Firm have to ensure that we have reviewed our current practices and procedures to minimise any risks. We have put in place appropriate monitoring and training of our staff at all levels. The Act effectively makes owners and managers responsible for preventing their staff and external agents and consultants from committing tax evasion. And the larger and more complex the business, the greater the risk that an activity may occur that could be caught.

## **28. TERMINATING THE 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, e.g. if you do not pay an interim bill or there is conflict of interest. We must give you reasonable notice that we will stop acting for you. If you decide that we should stop acting for you, you will pay our charges up until that point.

## **29. MONEY LAUNDERING**

The law requires solicitors to get satisfactory evidence of their clients and sometimes people related to them. This is because solicitors who deal with money and property on behalf of their client can be used by criminals wanting to launder money. To comply with the law, we need to get evidence of your identity as soon as possible. If you cannot provide the specific identification required, please contact us as soon as possible to discuss other ways to verify your identity.

## **30. CYBER CRIME**

**We will advise you by letter of any change to our client account bank details. We will NEVER notify you by email or telephone and we will NEVER ask you to email your bank details to us. We will not accept liability for any losses which you or any third party suffer in the event that you or any third party responds to fraudulent communication. Please take adequate steps to verify any communication requesting funds is legitimate.**

**If you receive any communication informing you our bank details have changed then do not act on it. Contact us immediately, preferably by attending our office or by telephone.**

**If you receive an email requesting you to pay funds, even if it appears genuine, it is a FAKE. Do not respond and contact us immediately.**

# **IMPORTANT NOTICE –PLEASE READ**

## **Liability of Hughes Jenkins Limited**

The instructions you have given us create a contract for our provision of legal services to you. We have a duty to work for you with reasonable care and skill. Our advice and services are for your benefit only and may not be used or relied on by anyone else.

Hughes Jenkins Solicitors and Hughes Jenkins are the trading names of Hughes Jenkins Limited which is a company limited by shares registered in England and Wales registered office at 27a High Street Aberdare CF44 7AA company number 5351419. This is a body corporate that has shareholders and directors.

There is no contract between you and any director, consultant or member of staff of Hughes Jenkins Limited. Your contract is only with Hughes Jenkins Limited. Any advice given to you, or any other work done for you, by any of our directors, consultants or staff is given or done by that person on behalf of Hughes Jenkins Limited and not in his or her individual capacity. No such person assumes any personal responsibility to you for the advice or work.

You agree that if, as a matter of law, any of our directors or staff or consultants would otherwise owe you a duty of care that duty is excluded from our contract with you. You agree that you will not bring any claim against any of our directors or staff or consultants for any matter arising in any way out of providing the services to you.

Accordingly, by engaging us to work for you will accept that you have done so on the basis of these Terms and Condition of Business and that you accept that any claim you wish to make can only be made against Hughes Jenkins Limited and not against a director shareholder staff member or consultant of Hughes Jenkins Limited.

You also agree that in the services we will provide to you, including in particular those described in any engagement letter we send you at the start of a matter, our total liability at law to you for losses will not exceed any amount stated in the engagement letter. Also excluded is any consequential or indirect loss, whether or not it might have been foreseeable at the start of the matter.

The limitations and exclusions on liability in this section will not apply to any liability for death or personal injury caused by our negligence or for any other liability that cannot lawfully be excluded or limited.

When we act for you in the purchase or sale of a property we will take all reasonable steps to ensure that the other side's solicitor has verified the identity of their client. If notwithstanding our enquiries it later transpires that the other side is not who he or she purports to be and funds are released to them by their Solicitor, Hughes Jenkins Solicitors accept no liability to you for any losses which you or your lender may suffer as a result.

**I have read understood and accept the Terms and Conditions of Business set out above.**

Signed: ..... Dated: .....

Signed: ..... Dated: .....

Ref: 0322EC/1

**CANCELLATION OF CONTRACTS/DISTANCE SELLING**

The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 come into force on Friday 13th June 2014. The Regulations apply to contracts between businesses and consumers; they cover contracts entered into at both the business' premises and those formed away from the premises.

In both situations, a business must provide the client with various pieces of key information before commencing work under the contract.

In contracts that are deemed to have been entered into away from a business' premises, there are additional requirements, most notably, the need to provide the client with details of their right to cancel the contract.

The Regulations give the client power to cancel the contract within 14 days of it being formed, without needing to give a reason. Should they elect to do so, the client will be entitled to have any payments they have made returned to them, even if works have already started.

**Notice of Right to Cancel**

This Notice has been provided to you because you have offered to enter into a contract to which the

Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 would apply. The contract would be for the supply to you of goods or services. The person who would provide the goods or services is referred to in the Regulations as 'the trader'.

Under the Regulations, you have the right to cancel this contract if you wish to do so. This Notice explains how to exercise this right. It also gives you other information that is required by the Regulations.

In order to exercise your right to cancel the contract, you need to deliver or send a cancellation notice, that is, a written notice that you wish to cancel the contract. You can use the cancellation form provided below if you wish, but you do not have to do so. You can send your notification by email if you prefer.

Any cancellation notice should be delivered or sent to **Hughes Jenkins Limited** at 27 A & B High Street Aberdare CF44 7AA.

You have 14 days in which to serve a cancellation notice. The period of 14 days begins with the date when you receive this Notice. This 14 day period is referred to in the Regulations as 'the cancellation period'.

Under the Regulations, a cancellation notice is treated as being served as soon as it is sent or posted to the trader. A cancellation notice sent by electronic communication is treated as being served from the day when it is sent to the trader.

If you agree in writing that the performance of this contract should begin before the end of the cancellation period, then even if you cancel the contract you may still be required to pay for goods or services supplied before the cancellation.

If you enter into a related credit agreement, then that agreement will be automatically cancelled if the contract is cancelled. A 'related credit agreement' means an agreement under which fixed sum credit which fully or partly covers the price under the contract is granted to you by the trader or by another person under an arrangement made between that person and the trader.

The identity of the trader providing goods or services under this contract is **Hughes Jenkins Limited**

This Notice is dated 08 May 2019

If you wish to cancel the contract you **MUST DO SO IN WRITING** and deliver personally or send (which may be by electronic mail) this to the person named below. You may use this form if you want to but you do not have to.

-----Tear Here  
-----

Complete, detach and return this form **ONLY IF YOU WISH TO CANCEL THE CONTRACT.**

To: Hughes Jenkins Solicitors                      Ref: 0322EC/1

I/We \_\_\_\_\_ hereby give notice that I/we wish to cancel my/our contract with Hughes Jenkins Solicitors

Signed

Name and Address

Date

## ***Privacy Policy***

Hughes Jenkins Solicitors understands that your privacy is important to you and that you care about how your personal data is used and shared online. We respect and value the privacy of everyone who visits this website, <http://hughesjenkins.co.uk/> (“Our Site”) and will only collect and use personal data in ways that are described here, and in a manner that is consistent with our obligations and your rights under the law.

**We advise clients of this firm, to read this notice alongside our general terms privacy etc., and conditions which provide further information on confidentiality, data**

This notice does not apply to any websites that may have a link to ours.

### **Definitions and Interpretation**

In this Policy the following terms shall have the following meanings:

<b>“Account”</b>	means an account required to access and/or use certain areas and features of Our Site;
<b>“Cookie”</b>	means a small text file placed on your computer or device by Our Site when you visit certain parts of Our Site and/or when you use certain features of Our Site. Details of the Cookies used by Our Site are set out in section 13, below;
<b>“Cookie Law”</b>	means the relevant parts of the Privacy and Electronic Communications (EC Directive) Regulations 2003;]

<p><b>“Personal Data”</b></p>	<p>means any and all data that relates to an identifiable person who can be directly or indirectly identified from that data. In this case, it means personal data that you give to Us via Our Site. This definition shall, where applicable, incorporate the definitions provided in the The Data Protection Act 2018 (a United Kingdom Act of Parliament which updates data protection laws in the UK. It is a national law which complements the European Union's General Data Protection Regulation)</p> <p><b>OR</b> [EU Regulation 2016/679 – the General Data Protection Regulation (“GDPR”)]; (a regulation in EU law on data protection and privacy for all individuals within the European Union and the European Economic Area.</p>
<p><b>“We/Us/Our”</b></p>	<p>means Hughes Jenkins, a limited company registered in Wales under company number 0535141 whose registered address is 27A and B High Street, Aberdare CF44 7AA and 5A Cordani Buildings, Gravel Lane, Blackwood NP12 1AG.</p> <p>Our Date Protection Officer is Lisa Summers who is based in our Blackwood Office and can be contacted by telephone on 01495 233011 or by email <a href="mailto:lisasummers@hughesjenkins.co.uk">lisasummers@hughesjenkins.co.uk</a></p>

Our website and services are not aimed specifically at children because in legal work children are generally represented by their parent or guardians. If you are a child and need further advice or explanation about how we would use your data, please email us

**What we need**



The exact information we will request from you will depend on what you have asked us to do or what we are contracted to do for you. This notice is intended for clients and prospective clients only.

Under the Data Protection Act 1998 (“DPA”) there are two types of personal data (personal information) that you may provide to us:

- Personal data: is the general information that you supply about yourself – such as your name, address, gender, date of birth and contact details.
- Sensitive personal data: is, by its nature, more sensitive information and may include your racial or ethnic origin, religion, health or criminal convictions.

In the majority of cases personal data will be restricted to basic information and information needed to complete ID checks. However some of the work we do may require us to ask for more sensitive information.

### **Sources of information**

Information about you may be obtained from a number of sources; including:

- You may volunteer the information about yourself
- You may provide information relating to someone else – if you have the authority to do so
- Information may be passed to us by third parties in order that we can undertake your legal work on your behalf. Typically these organisations can be:
  - Banks or building societies
  - Panel providers who allocate legal work to law firms
  - Organisations that have referred work to us
  - Medical or financial institutions – who provide your personal records / information

### **Why we need it**

The primary reason for asking you to provide us with your personal data, is to allow us to carry out your requests – which will ordinarily be to represent you and carry out your legal work.

The following are some examples, although not exhaustive, of what we may use your information for:

- Verifying your identity

- Verifying source of funds
- Communicating with you
- To establish funding of your matter or transaction
- Obtaining insurance policies on your behalf
- Processing your legal transaction including, providing you with advice; carrying out litigation on your behalf; attending hearings on your behalf; preparing documents or to complete transactions
- Keeping financial records of your transactions and the transactions we make on your behalf
- Seeking advice from third parties; such as legal and non-legal experts
- Responding to any complaint or allegation of negligence against us

### **Who has access**

We have a data protection regime in place to oversee the effective and secure processing of your personal data. We will not sell or rent your information to third parties. We will not share your information with third parties for marketing purposes.

Generally, we will only use your information within Hughes Jenkins Solicitors. However there may be circumstances, in carrying out your legal work, where we may need to disclose some information to third parties; for example:

- HM Land Registry to register a property
- HM Revenue & Customs; e.g. for Stamp Duty Liability
- Court or Tribunal
- Solicitors acting on the other side
- Asking an independent Barrister or Counsel for advice; or to represent you
- Non legal experts to obtain advice or assistance
- Translation Agencies
- Contracted Suppliers
- External auditors or our Regulator; e.g. SRA, ICO etc.
- Bank or Building Society; or other financial institutions
- Insurance Companies

- Providers of identity verification
- Any disclosure required by law or regulation; such as the prevention of financial crime and terrorism
- If there is an emergency and we think you or others are at risk

In the event any of your information is shared with the aforementioned third parties, we ensure that they comply, strictly and confidentially, with our instructions and they do not use your personal information for their own purposes unless you have explicitly consented to them doing so.

There may be some uses of personal data that may require your specific consent. If this is the case we will contact you separately to ask for your consent which you are free to withdraw at any time.

### **How do we protect your personal data**

We recognise that your information is valuable and we take all reasonable measures to protect it whilst it is in our care.

We have exceptional standards of technology and operational security in order to protect personally identifiable data from loss, misuse, alteration or destruction. Similarly, we adopt a high threshold when it comes to confidentiality obligations and both internal and external parties have agreed to protect confidentiality of all information; to ensure all personal data is handled and processed in line with our stringent confidentiality and data protection policies.

We use computer safeguards such as firewalls and data encryption and annual penetration testing; and we enforce, where possible, physical access controls to our buildings and files to keep data safe.

### **How long will we keep your data**

Your personal information will be retained, usually in computer or manual files, only for as long as necessary to fulfil the purposes for which the information was collected; or as required by law; or as long as is set out in any relevant contract you may hold with us. For example:

- As long as necessary to carry out your legal work
- For a minimum of 7 years from the conclusion or closure of your legal work; in the event that you, or we, need to re-open your case for the purpose of defending complaints or claims against us
- For the duration of a trust
- Some information or matters may be kept for 16 years – such as commercial transactions, sales of leasehold purchases, matrimonial matters (financial orders or maintenance agreements etc.)

- Probate matters where there is a surviving spouse or civil partner may be retained until the survivor has died in order to deal with the transferable Inheritance Tax allowance
- Wills and related documents may be kept indefinitely
- Deeds related to unregistered property may be kept indefinitely as they evidence ownership
- Personal injury matters which involve lifetime awards or PI Trusts may be kept indefinitely

### **What are your rights?**

Under the DPA, you are entitled to request a copy of your personal data (otherwise known as a Subject Access Request). If you wish to make a request, please do so in writing addressed to our Data Protection Officer Lisa Summers or contact the person dealing with your matter.

A request for access to your personal data means you are entitled to a copy of the data we hold on you – such as your name, address, contact details, date of birth, information regarding your health etc. **This means that a Subject Access Request will not normally result in you getting a copy of your file because you are only entitled to your personal data – not the documents that contain that data.**

### **Complaints about the use of personal data**

If you wish to raise a complaint on how we have handled your personal data, you can contact our Data Protection Officer who will investigate further. Our Data Protection Officer is Lisa Summers and you can contact them at [lisasummers@hughesjenkins.co.uk](mailto:lisasummers@hughesjenkins.co.uk)

If you are not satisfied with our response or believe we are not processing your personal data in accordance with the law, you can complain to the Information Commissioner's Office (ICO).

### **How we collect personal data**

The following are examples, although not exhaustive, of how we collect your personal information:

- Submitting an online enquiry
- Following/liking/subscribing to our social media channels
- Take part in one of the competitions or promotions we run on the website or on our social media channels
- Agree to fill in a questionnaire or survey on our website

- Ask us a question or submit any queries or concerns you have via email or on social media channels
- Post information to the our website or social media channels, for example when we offer the option for you to comment on, or join, discussions

We will not forward you any marketing material

### **How we protect your personal information**

We will only ever use non-sensitive personal information to target individuals with marketing materials; such as name, address, telephone, email, job description and previous buying behaviours. Sensitive information or specific details will never be used to target marketing communications. We may use personalisation to collect analytics to inform marketing and produce relevant content for the marketing strategy to enable it to enhance and personalise the “consumer experience”.

Thank you for taking the time to read our Privacy Policy