



## Quality without compromise

79 Marlowes • Hemel Hempstead • Hertfordshire • HP1 1LF • England  
PO Box 764 • Wellington 7654 • Western Cape • South Africa  
In association with van Wyk Fouché Incorporated • Cape Town • South Africa  
[www.underwoods-solicitors.co.uk](http://www.underwoods-solicitors.co.uk)

Dear

Thank you for asking Underwoods Solicitors to deal with your matter. This letter sets out how we will deal with your matter and our agreement with you on costs and our plan of the next steps to be taken.

The Legal 500 ([read more](#)) says:

**“extremely high standards, both in terms of legal advice and client care”**

**“overall it is one of the very best law firms”**

**“The firm’s service standards are widely recognized to be unmatched by any other firm”.**

Files are audited regularly and each lawyer’s performance is published on our website – <http://underwoods-solicitors.co.uk/>.

### Our four core promises:

- We will see you within 5 minutes of your appointment time or your arrival in the office, whichever is later.
- We will contact you each calendar month to tell you how your case is progressing.
- If you telephone us before 3.00pm we will return your call within 3 hours.
- Any email received from you by 3.00pm will be answered the same day.

**We will pay you £100 each time we do not keep any of these four core promises.**

Follow @kerry\_underwood

See Kerry’s blog at: [kerryunderwood.wordpress.com](http://kerryunderwood.wordpress.com)

Underwoods Solicitors is a trading name of Law Abroad plc  
Registered in England: Number 3384650  
Registered Office: 79 Marlowes, Hemel Hempstead, Hertfordshire HP1 1LF  
PO Box 764, Wellington 7654, Western Cape, Republic of South Africa  
A list of directors is open to inspection at the registered office  
Freephone 0800 298 4 298  
[info@lawabroad.co.uk](mailto:info@lawabroad.co.uk)

Authorized and regulated by The Solicitors Regulation Authority under number 522884

### Who will deal with your case?

, who is a who will be supervised by a partner. Others may assist from time to time. Any member of Underwoods Solicitors will be happy to take a message. Our telephone lines are staffed 24 hours a day, 7 days a week. You are welcome to leave a text message on 07849 297 348.

### Audits

Details of our staff and their performance audits are on our website at <http://www.underwoods-solicitors.co.uk>.

### Your responsibilities

You will:

- co-operate with us in order for us to deal with your claim;
- provide us with clear, timely and accurate instructions;
- not provide any false or misleading information and not to exaggerate any aspect of your matter;
- provide any documentation required in a timely manner;
- safeguard any documents that are relevant to your claim;
- attend an appointment for a medical examination or other expert when asked to do so;
- keep to any arrangement that we have about paying for our services;
- not act in a way that would breach our professional rules.

### Our responsibilities

We must act in your best interest at all times. We must comply with our professional code – the Solicitors' Code of Conduct 2011, the main principles of which are:

1. to uphold the rule of law and proper administration of justice;
2. to act with integrity;
3. not to allow our independence to be compromised;
4. to act in the best interest of each client;
5. to provide a proper standard of service to each client;
6. not to behave in a way that is likely to diminish the trust the public places in us or our profession;
7. to comply to with our legal and regulatory obligations and deal with our regulators and ombudsman in an open, timely and co-operative manner;
8. to run our business effectively and in accordance with proper governance and sound financial and risk management principles;
9. to run our business in a way that encourages equality of opportunity and respect for diversity;
10. to protect our client's money and assets.

The full code is available at [www.sra.org.uk](http://www.sra.org.uk).

In order to comply with the Code we will:

- update you with progress on your matter every calendar month, regularly and the frequency of our communication with you will depend on the immediate demands of the service required, the complexity of the claim we are handling for you, and your budget for costs;
- endeavour to communicate to you in plain language, and explain to you the legal work required as your claim progresses;
- update you quarterly on the costs of your claim;
- update you on whether the likely outcomes still justify the likely costs and risks associated with your matter whenever there is a material change in circumstances;
- update you on the likely timescales for each stage of this matter and any important changes in those estimates;
- continue to review whether there are alternative methods by which your matter can be funded;
- review your case regularly;
- advise you of any changes in the law which will, or are likely to, affect your case;
- advise you of any circumstances and risks of which we are aware or consider to be reasonably foreseeable that could affect the outcome of your case.

### **Complaints Procedure**

Underwoods Solicitors has very high standards which we are determined to maintain. If you are unhappy with any aspect of our service, please contact Kerry Underwood, our complaints handling solicitor or if your complaint is about Mr Underwood then please contact Robert Males. Any complaint will be fully investigated free of charge. At the conclusion of any internal complaints handling procedure you also have the right to complain to the Legal Ombudsman, full details of this, their address and our complaints procedure is set out below:

1. Any complaint received from a client is treated very seriously. All details are recorded or studied if in a letter. The person responsible for the client's file will then notify the partner in charge of complaints. A complaint will be acknowledged within 2 days of us receiving it. The client will then be sent a copy of this procedure.
2. The person involved in dealing with your matter will study the complaint in detail, referring back to the client's file etc. They will then telephone the client to try to resolve the complaint over the phone and propose some course of action to remedy the situation and also to try and avoid it happening again. If the client is satisfied a report is then passed to the complaints partner to consider further preventative action.
3. If the client is not satisfied with the course of action proposed by the person dealing with your matter, then the complaint will be passed to the complaints partner for further investigation.
4. The complaints partner will, based on the information that he has gained from the file, and discussions with the person dealing with your matter, contact the client either by telephone or letter. He will try to resolve the problem and if appropriate come to an agreement with the client on the course of action to be taken.
5. Follow up action: corrective and preventative actions need to be taken to resolve the current complaint and prevent it happening again. Written confirmation should be given to the client of the final response.
6. All complaints, together with associated documentation, will be filed in a complaints' file and kept by the complaints partner.

7. If a client remains dissatisfied after exhausting the internal procedure, he or she should be referred to the Legal Ombudsman.

If we are unable to settle your complaint using our internal complaints process, you have a right to complain to the Legal Ombudsman, an independent complaints body, established under the Legal Services Act 2007, that deals with legal services complaints.

You have six months from the date of our letter advising you that we have been unable to settle your complaint using our internal complaints process in which to complain to the Legal Ombudsman, whose address is:-

Legal Ombudsman  
PO Box 6806  
Wolverhampton  
WV1 9WJ

Telephone: 0300 555 0333

Email address: [enquiries@legalombudsman.org.uk](mailto:enquiries@legalombudsman.org.uk)

Website: [www.legalombudsman.org.uk](http://www.legalombudsman.org.uk)

Alternative complaints bodies (such as Ombudsman Services - <http://www.ombudsman-services.org/>) exist which are competent to deal with complaints about legal services should both you and our firm wish to use such a scheme.

We do not agree to use Ombudsman Services.

### **Compliance Officer for Legal Practice**

If you have any concerns about the way your case is handled or any matters concerning the firm or any suggestions on how we can improve our service to you please contact our Compliance Office for Legal Practice Kerry Underwood who is authorized by the Solicitors Regulation Authority.

### **Costs and funding**

Methods of funding include:

- trade union funding
- legal expenses insurance
- conditional fee agreement
- payment by another person
- hourly rate, win or lose
- fixed fee
- Damages-Based Agreements pursuant to Section 45, Legal Aid, Sentencing and Punishment of Offenders Act 2012 and the Damages-Based Agreement Regulations 2013.

**Trade Union Funding**

If you are a member of a Trade Union then you may be eligible for funding of your legal costs by that Trade Union. You advised me that you did not believe that this was the case.

**Legal Expenses Insurance**

If you have legal expenses insurance it may be that that covers this type of claim. You advised me that you did not believe this to be the case.

**Payment by another person**

You advised me that there was no other person who would pay your legal costs.

**Hourly rate win or lose**

We confirm that we are happy to act for you on the basis that you pay our full hourly rate of £480.00, win or lose. However if we are prepared to charge you nothing in the event of defeat, under the Conditional Fee Agreement, we strongly advise you against this method of funding.

**Fixed Fee**

We discussed the possibility of acting for you under a fixed fee, but due to the variables in any case of how long it will take and how much work is involved, we agreed that you preferred the security of the charge made to you, over and above costs that we recover from the other side, being limited to 25% of damages as per the enclosed Conditional Fee Agreement.

**Damages-Based Agreement**

My firm is not prepared to act on this basis. We cannot operate the firm profitably under such agreements due to the extensive restrictions imposed by Parliament. In particular such agreements heavily restrict the amount of costs that we can recover from the other side and this acts as a major disincentive.

Our expectation is that virtually no firms will be prepared to enter into such agreements and we believe that the quality of legal advice must inevitably be poor as the resources will simply not be there to finance the claim properly.

If you want any more information in relation to why we are not prepared to act under a Damages-Based Agreement then please contact us.

**Hourly Rate**

Our charges will be calculated by reference to the time spent by us in dealing with this matter.

All work undertaken will be charged at the rate of £400 per hour, plus VAT, currently 20%, giving a total of £480 per hour or such rate as agreed with you.

There may be additional expenses, known as disbursements, such as travel costs, court fees and barristers' fees which you must pay.

We may increase the charging rate during the conduct of this matter but we will advise you before any new rate is applied.

The charging rate is applied to the time spent on your matter, for example, communicating with, or attending you or others on your behalf, in preparation of any communications and documentation and in consideration or review of your file.

Time may be recorded in units of 6 minutes or according to the time actually spent.

Letter, emails and telephone calls, of six minutes or less, are charges at £48 each, including VAT, currently 20%.

You have the right to object to your bill by making written representations to us within one month of delivery of the bill.

You have the right to have our charges assessed by the Court, as set out in sections 70-72 of The Solicitors' Act 1974.

I will keep you informed about costs as your matter progresses. I will inform you each three months how much these costs are but please feel free to ask about costs at any time.

I will explain to you, and confirm in writing, any changed circumstances which will, or which are likely to, affect the amount of costs or the cost-benefit to you of continuing with your claim.

Civil Legal Aid has been abolished by the Legal Aid, Sentencing and Punishment of Offenders Act 2012 except in very limited circumstances. If you require further advice about legal aid, please ask me.

#### **Authority to pay damages to us**

We will take any charges payable by you from your damages so you authorise the other side and/or their insurers to pay your damages to us. We will then send the balance to you within 7 days of receipt of the damages. By agreeing these terms and conditions you authorize us to have the damages paid to this firm and you authorize us to deduct all costs and disbursements due to us.

#### **Costs Orders**

You may be responsible for another party's legal costs if your claim is unsuccessful or if you withdraw from the case. You will also be responsible for the other side's legal costs if you fail to accept any offer of compensation that the other side make and continue to trial and are then awarded a sum that is equal to or lower than the offer from the other side. These costs of another party may be covered by an existing insurance arrangement that you have or you may be able to purchase insurance to cover this potential liability. We can help you with this.

#### **Time Estimate (taking into account prospects of settlement)**

I will be able to provide you with a more accurate time estimate once your case gets underway.

**Limitation period**

Any proceedings must be issued at court within a specific time of the date of the act or omission giving rise to the legal right to bring a claim. The time varies depending on the type of claim and we will advise you of the time period applicable to your claim.

**Terms of business**

It is normal practice to ask clients to make payment on account of anticipated costs and disbursements. It is helpful if you can meet requests promptly as further work may be delayed which may prejudice your position.

This money will be held in our client account pending delivery of our bill. Upon delivery of the bill we shall transfer sufficient money from any money held to meet the sum owing and if further money is required we shall inform you as soon as possible. I am sure you will understand that in the event of payment not being made we must reserve the right to decline to act further and that the full amount of the work done up to that date will be charged to you.

If we receive any money on your behalf into our client account and there are costs and/or disbursements outstanding we are entitled to take such money to pay those costs and/or disbursements and you confirm your authority for us to do so.

**Fixed Costs**

**Contingency Fees** - Our appeal procedure

**Damages-Based Agreements**

If we are working for you in return for a fixed fee or under a contingency fee agreement or a Damages-Based Agreement then our fee is not directly related to the amount of work we do.

This creates a risk that a lawyer will under-settle the claim so as to avoid too much work and to get the fixed fee or contingency fee for less work than the matter needs.

We have strict rules within Underwoods Solicitors to avoid this happening and we will never settle a matter without your authority.

However, if you are unhappy about the terms of settlement in a case dealt with by payment of a fixed fee or a contingency fee then you may use our appeal procedure. This enables you to appeal to Iain Goldrein QC and we will pay his fees and abide by his decision. Thus if he decides that we under settled by £1,000 we will pay you that sum.

We trust that this will never happen but we regard it as important to have such a procedure in place. For more information about our appeal procedure please contact Kerry Underwood at this office.

This is additional to and separate from all other rights of redress you may have and does not affect them.

**Payment**

You have the right to object to any bill by making written representations to us in writing within one month of the delivery of that bill.

In certain matters you may be entitled to have our charges assessed by the Court. The procedure is set out in ss. 70, 71 and 72 of the Solicitors' Act 1974.

Where we have agreed with you a fixed fee for any work that fee is payable in advance of us doing the work; otherwise we normally deliver a bill each month.

You can pay online, which is our preferred method of payment, by simply clicking on the link on the bill to enter our website and make the payment. You can also pay by debit and credit cards, including American Express, and there is no extra charge for this.

We will keep you informed about costs as your matter progresses. Each three months, we will tell you how much the costs are, but please feel free to ask about costs at any time.

We will explain to you, and confirm in writing, any changed circumstances which will, or which are likely to, affect the amount of costs, the degree of risk involved, or the cost-benefit to you of continuing with the matter.

We will inform you in writing as soon as it appears that any costs estimate or any agreed upper limit on costs may or will be exceeded. If the matter is urgent we will speak to you about the increase in costs but may have to confirm the arrangements in writing later.

Civil Legal Aid has been abolished by the Legal Aid, Sentencing and Punishment of Offenders Act 2012 except in very limited circumstances. If you require further advice about legal aid, please ask me.

### **Money Laundering**

Under the Money Laundering Regulations we must obtain evidence of the identity of all clients both individuals and companies. In some lengthy matters we need to update this evidence as the case goes along.

Under the Proceeds of Crime Act 2002 we must report any suspicions that we have regarding money laundering to the authorities. These regulations used to be restricted to the proceeds of drug trafficking and terrorist activity, but now relate to the proceeds of any crime whatsoever. There are severe penalties if we do not comply and it is highly unlikely that the need to make a report would ever apply to you, but you should be aware of our obligations.

If we make a report the Act stops us from carrying out any further work for you unless we obtain authority to do so. The Act also stops us from telling you that a report has been made or explaining to you why we have stopped work for you. These duties override our duty to you and as such you accept that we will not be liable for any loss you may suffer because of our actions in complying with these duties.

For what it is worth the directors of this company take the view that all of this is a complete waste of time and achieves none of the Government's objectives but while the law exists we must obey it.

### **Financial Services**

We are not authorised under the Financial Services and Markets Act 2000 but we are able, in certain circumstances, to offer a limited range of investment services to the client because we are governed by the Solicitors' Regulation Authority. We can provide these investment services if they are an incidental part of the professional services we have been engaged to provide.



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 <http://www.fsa.gov.uk/register/home.do>.

### **Distance Selling, On-Premises and Off-Premises Contracts**

It may be that you are entering in to more than one agreement with us, for example a pre-issue Contingency Fee Agreement under the Solicitors Act 1974 and a bridging agreement and a Conditional Fee Agreement. The information given to you in this document, including the information required under Schedules 1 and 2 of the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 applies to all such agreements, as does the Notice of the Right to Cancel and the Cancellation Form.

These matters are governed by the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 which give you the right to certain information about the agreement between us and the right to cancel that agreement within 14 days. I am setting out below the required information and your right to cancel including a Notice of Cancellation for you to use if you so wish.

### **Information Relating to Distance Contracts, Off-Premises Contracts and On-Premises Contracts in accordance with Schedules 1 and 2 of the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013**

- a) The main characteristics of the services are legal services which includes, but is not limited to, advice, both oral and written, preparation of documents, attendance in meetings, advocacy and representation.
- b) The identity of the trader is Law Abroad plc trading as Underwoods Solicitors.
- c) The geographical address of the trader is 79 Marlowes, Hemel Hempstead, Hertfordshire HP1 1LF.

The telephone number is 01442 430900.

The email address is [info@underwoods-solicitors.co.uk](mailto:info@underwoods-solicitors.co.uk).

- d) The trader is not acting on behalf of another trader.
- e) The trading address for consumers to address complaints is as at (c) above.
- f) The total price of our service is set out in our Costs Schedule which is attached to this letter.
- g) Any costs which cannot be calculated in advance (if applicable) are estimated and details of that estimate are contained in the Costs Schedule.
- h) This contract is not of a fixed duration and the total costs (or an estimate if applicable) is contained in the Costs Schedule.

- i) As the costs of any distance communication in conclusion of the contact are not other than at the basic rate then there is no further information required to be given.
- j) The terms for payment of our fees to perform the services are upon receipt of an invoice or where required a payment on account of the services. Payment can be made on-line via our website at [www.underwoods-solicitors.co.uk](http://www.underwoods-solicitors.co.uk) or by credit/debit card including American Express over the telephone.

We agree to perform the legal services for you within [ ] weeks/months of receiving your full and proper instructions and written confirmation that you agree to all of our terms and conditions of business (whichever is the later) although in certain matters it is not possible to give a timescale for completion as our arrangement may continue indefinitely but in those circumstances you may terminate the agreement between us – please see section relating to Termination.

- k) Please refer to the section relating to Complaints.
- l) You have the right to cancel this agreement as set out in the attached Notice of Cancellation.
- m) In the case of cancellation you will not have to bear any cost of returning goods.
- n) If you exercise your right to cancel having already made an express request in writing for us to do the work urgently and before the cancellation period runs out then you are liable to pay us our reasonable fees for the work carried out up until you have cancelled the contract between us. Those reasonable fees will be based upon a proportion of the work carried out when compared to the full service we have agreed to supply to you. If the service has been fully performed at your request prior to you cancelling the contract with us then you lose your right to cancel and you acknowledge that you have received notice of your loss of the right to cancel in these circumstances.
- o) There are no circumstances where your right to cancel may be lost within 14 days of us giving you notice of your right to cancel except as set out in this agreement between us at paragraph (n) above or where we have supplied you with digital content before the end of the cancellation period and you have provided your express consent for us to do so and have acknowledged that your right to cancel has been lost. In these circumstances you will not benefit from a right to cancel.
- p) We are under a legal duty to supply goods and/or services to you which conform with the agreement we have entered into with you for the supply of those goods and/or services as set out in the Supply of Goods and Services Act 1982.
- q) If you have at any time questions about the legal service provided then please contact the personal named in this agreement who will be dealing with your work.
- r) Our work for you is governed by the Solicitors Code of Conduct and a copy of this can be obtained from the Solicitors Regulation Authority from their website – [www.sra.org.uk](http://www.sra.org.uk) or by request from Solicitors Regulation Authority, The Cube, 199 Wharfside Street, Birmingham B1 1RN.
- s) This contract between us will continue until we have completed the legal services required but in certain circumstances we cannot say how long that will take in which case the contract

will continue until terminated in accordance with the agreement between us. Please see the section entitled Termination.

- t) The contract between us has no minimum duration of your obligations but please refer to the section in this agreement which sets out your responsibilities and these continue as long as the agreement between us continues.
- u) We may ask you to make a payment on account of fees and disbursements. These will be notified to you in advance with an explanation of why these payments are required. Payment on account of our fees will be held in our client account until such time as an invoice is prepared and delivered to you and at that time the money held on account will be transferred to us in payment of such invoice. Payment on account of disbursements will be held in our client account until we have discharged such disbursements and then the money will be transferred to us.
- v) We do not provide digital content as part of our legal services.
- w) Not applicable as we do not provide digital content.
- x) If you have any complaint about our legal service then please refer to the Section on Complaints for details of how to access our Complaints Procedure and details of the right to take up matters with the Legal Ombudsman.

#### **UNDERWOODS MODEL NOTICE OF THE RIGHT TO CANCEL**

Under The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 you have the right to cancel this contract within 14 days without giving any reason.

The cancellation period will expire after 14 days from the day of the conclusion of the contract.

To exercise the right to cancel, you must inform us, Underwoods Solicitors, 79 Marlowes, Hemel Hempstead, Hertfordshire HP1 1LF, 01442 430900, [info@underwood-solicitors.co.uk](mailto:info@underwood-solicitors.co.uk) of your decision to cancel this contract by a clear statement (e.g. a letter sent by post or e-mail).

You may use the attached model cancellation form, but it is not obligatory.

To meet the cancellation deadline, it is sufficient for you to send your communication concerning your exercise of the right to cancel before the cancellation period has expired.

#### **Effects of cancellation**

If you cancel this contract, we will reimburse to you all payments received from you, including the costs of delivery (except for the supplementary costs arising if you chose a type of delivery other than the least expensive type of standard delivery offered by us).

We may make a deduction from the reimbursement for loss in value of any goods supplied, if the loss is the result of unnecessary handling by you.

We will make the reimbursement without undue delay, and not later than –

- (a) 14 days after the day we receive back from you any goods supplied, or

- (b) (if earlier) 14 days after the day you provide evidence that you have returned the goods,  
or
- (c) if there were no goods supplied, 14 days after the day on which we are informed about  
your decision to cancel this contract.

We will make the reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of the reimbursement.

In the case of sales contracts in which we have not offered to collect the goods in the event of cancellation we may withhold reimbursement until we have received the goods back or you have supplied evidence of having sent back the goods, whichever is the earliest.

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

### **Termination**

In the unlikely event we can no longer act for you I will advise you accordingly providing full reasons for our decision. We can only reach this decision for good reason and must give you reasonable notice that we can no longer act for you. 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 our charges and expenses. If we have entered into a separate fee agreement with you then please note carefully your obligations in the event that you choose to end that agreement.

If you or we decide that we should stop acting for you, you will pay our charges and expenses up until that point together with any additional charges which you have agreed to pay under any fee agreement entered into between us. Our charges are calculated on a time basis as set out in the agreement between us.

### **Limiting liability**

Our liability to you for a breach of your instructions shall be limited to £3,000,000. 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.

In certain circumstances and in certain cases we may wish to limit further our legal liability to you but if we need to do so I will discuss and write to you separately about this.

### **What we will do next**

I have discussed with you the issues involved in your matter and the options available to you and we have discussed what you are hoping to achieve in relation to the work that you would like us to do for you. I have set out in a separate schedule a brief plan setting out what we will do and what we hope to achieve for you including an estimated time table. I have set out the next steps we intend to take to progress your matter including where you will need to help us achieve your goal. If there is

anything in this document that you do not understand or do not agree with please contact me immediately so we can discuss and agree any variation.

I am required to conduct a cost-benefit analysis into your matter before proceeding. This means that I must weigh up the costs you are likely to incur against the likely benefits of proceeding with your matter.

My advice is that at this stage you should proceed. If for any reason circumstances change to affect this advice I will let you know in writing.

### **Storage of documents**

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.

On conclusion of your matter your papers will be scanned and stored securely in electronic form which is backed up on a regular basis. This service is free of charge. We will physically destroy the file one month after the end of the matter unless you tell us that you wish to collect and keep your papers. Obviously we will not destroy important original documents such as wills and deeds.

### **Payment of interest**

Any money received on your behalf will be held in our client account. Interest will be calculated and paid to you at a rate set by the firm's bankers. That of course may change. The period of which interest will be paid normally runs from the date(s) when funds are received by us until the date(s) on the cheque(s) issued to you. The payment of interest is subject to certain minimum amounts and periods of time set out in the SRA Accounts Rules 2011.

A copy of the SRA Accounts Rules 2011 can be accessed at <http://www.sra.org.uk/solicitors/handbook/accountsrules/content.page>.

### **Insurance mediation**

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 may carry on insurance mediation activity, which is broadly the advising on, selling and administration in insurance contracts. This part of our business, including arrangements for complaints or redress if something goes wrong, is regulated by the Solicitor Regulation Authority. The register can be accessed via the Financial Conduct Authority website at <http://www.fsa.gov.uk/register/home.do>.

The Law Society of England and Wales is a designated professional body for the purposes of the Financial Services and Markets Act 2000. The Solicitors Regulation Authority is the independent regulatory arm of the Law Society. The Legal Ombudsman is an independent complaints-handling body. If you are unhappy with any investment advice you receive from us, you should raise a complaint in accordance with the firm's complaints procedure.

### **Equality and Diversity**

We are committed to promoting equality and diversity in all of our dealings with clients, third parties and employees. We are a Living Wage employer.

### **Regulatory Status**

All services provided by us are as a firm of solicitors, authorized and regulated by the Solicitors Regulation Authority.

### **Other matters**

In terms of service provision we aim to be the best law firm in the world. If you are aware of any aspect of our service that is bettered by another law firm, please tell me, as there is always room for improvement.

To ensure that you have received, understood and agreed to the terms in this letter please sign, date and return a copy to me as soon as you can and please sign and return a copy of the schedule attached to this letter.

### **Data Protection Act**

We use the information you provide primarily for the provision of legal services to you and for 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, the Data Protection Act 1998 and our duty of confidentiality. 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 a right of access under data protection legislation to the personal data that we hold about you.

We may from time to time send you information which we think might be of interest to you. If you do not wish to receive that information please notify our office in writing.

### **Outsourcing**

Sometimes we ask other companies or people to do typing/photocopying/auditing/other work on our files to ensure that this is done promptly. We will always seek a confidentiality agreement with these outsourced providers.

If you do not want your file to be outsourced please let me know as soon as possible.

### **You are asked to note the following in particular and to sign the declaration:**

“I understand that the information that I give in relation to my matter, including sensitive personal data, may be processed for the purposes of providing legal advice and all related matters. This may include the transfer of information outside the European Economic Area. This will include South Africa which does not have a specific data protection law, but I understand that my records will continue to be handled in line with good practice followed in the United Kingdom. By signing this letter I consent to such processing and transfer. I understand that I do not have to consent to the transfer of information outside the European Economic Area and that I may revoke my consent at any time.”

If you have any queries about this letter please telephone me.

With kind regards

Yours sincerely

Solicitor  
UNDERWOODS SOLICITORS

Signed: .....

Dated: .....

## Cancellation form

To Underwoods Solicitors, 79 Marlowes, Hemel Hempstead, Hertfordshire HP1 1LF, 01442 430900,  
[info@underwoods-solicitors.co.uk](mailto:info@underwoods-solicitors.co.uk).

I/We [\*] hereby give notice that I/We [\*] cancel my/our [\*] contract of sale of the following goods [\*]/  
for the supply of the following service [\*],

Ordered on [\*]/ received on [\*],

Name of consumer(s),

Address of consumer(s),

Signature of consumer(s) (only if this form is notified on paper),

Date

[\*] Delete as appropriate.