



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 van Heerden Incorporated • Cape Town • South Africa
www.underwoods-solicitors.co.uk

Dear

Thank you for asking Underwoods Solicitors to deal with your matter. This document 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. It deals with all types of our work and some of this document may not be relevant to your matter.

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 matter 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 and, if received after 3pm, on the following working day.

Follow @kerry_underwood

See Kerry’s blog at: kerryunderwood.wordpress.com

Underwoods Solicitors is a trading name of Law Abroad Limited
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

Authorized and regulated by The Solicitors Regulation Authority under number 522884

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

Your responsibilities

You must:

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

Our responsibilities under the Solicitors' Code of Conduct 2019

We have a duty to ensure that we

- maintain trust and act fairly
- comply with dispute resolution and proceedings before courts, tribunals and inquiries
- provide a service to clients that is competent and delivered in a timely manner
- deal with client money and assets appropriately

For further information see [here](#) .

We must act in your best interests at all times.

We will:

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

The full code is available at www.sra.org.uk.

We will also:

11. update you with progress on your matter regularly and the frequency of our communication with you will depend on the immediate demands of the service required, and the complexity of the matter that we are handling for you; communicate with you in plain language, and explain to you the legal work required as your matter progresses;
12. update you regularly on the costs of your matter, and at least every three months;
13. update you on whether the likely outcomes still justify the likely costs and risks associated with your matter and whenever there is a material change in circumstances;
14. update you on the likely timescales for each stage of this matter and any important changes in those estimates;
15. continue to review whether there are alternative methods by which your matter can be funded;
16. review your matter regularly;
17. advise you of any changes in the law which will, or are likely to, affect your matter;
18. 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 matter.

Privacy Policy

We are committed to protecting and respecting your privacy.

This policy, together with our terms and conditions and any other documents referred to in it, sets out the basis on which any personal data we collect from you, or that you provide to us, will be processed by us. Please read the following carefully to understand our views and practices regarding your personal data and how we will treat it.

The data controller is Law Abroad Ltd t/a Underwoods Solicitors of 79 Marlowes, Hemel Hempstead, Hertfordshire HP1 1LF.

Our nominated representative for the purpose of the Data Protection Act 2018 is Kerry Underwood.

What Information Do We Collect About You?

In general terms, we seek to collect information about you so that we can:

- Administer our relationship with you, provide services and respond to enquiries.
- Enable business development including sending legal updates, publications and details of events.
- Process applications for employment.
- Deliver requested information to you about our services and those of our subsidiaries.
- Ensure the billing of any services and obtain payment.
- Process and respond to any complaints.
- Enable us to meet our legal and other regulatory obligations.
- Audit usage of our websites.
- Obtain usage information about your visits to our website which enables our website to remember information about you and your preferences and use of our site. This may include information about your visit, including the full Uniform Resource Locators (URL), clicks through to and from our site (including date and time), page response times, download errors, length of visits to certain pages, page interaction information (such as scrolling, clicks, and mouse-overs), methods used to browse away from the page.

The information that we need for these purposes is known as your “personal data”. This includes your name, home address, email address, telephone and other contact numbers and financial information. We collect this in a number of different ways. For example, you may provide this data to us directly online or over the telephone, or when corresponding with us by letter or email.

We also process sensitive classes of information that includes:

- Physical or mental health details, and
- Racial or ethnic origin.

We will seek your permission if we need to record any of your sensitive personal data on our systems.

Where We Store Your Personal Data

The data that we collect from you may be transferred to, and stored at, a destination outside the United Kingdom. It may also be processed by staff operating outside the United Kingdom who work for us or for one of our suppliers. Such staff maybe engaged in, among other things, the fulfilment of your order, the processing of your payment details and the provision of support services. By submitting your personal data, you agree to this transfer, storing or processing. We will take all steps reasonably necessary to ensure that your data is treated securely and in accordance with this privacy policy.

Unfortunately, the transmission of information via the internet is not completely secure. Although we will do our best to protect your personal data, we cannot guarantee the security of your data transmitted to our site; any transmission is at your own risk. Once we have received your information, we will use strict procedures and security features to try to prevent unauthorized access.

How Will We Use the Information?

We use the data collected from you for the specific purposes listed in the table below. Please note that this table also explains:

- the legal basis for processing your data, linked to each processing purpose; and
- in what circumstances your data will be shared with a third-party organization.

Purpose of processing data	Legal basis for processing data	Third party organizations with whom data is shared
To administer our relationship with you, provide services and respond to enquiries.	To meet the requirements of a contract.	None.
To ensure the billing of any service and obtain payment.	To meet the requirements of a contract.	Government VAT and tax inspectors, external auditors, internal auditors.
To communicate with you about legal updates, breaking news, newsletters and event invitations which are relevant to	To seek explicit consent prior to send individuals the information and in line with	None.

your interests and in line with your preferences.	preferences.	
To provide enquirer's support by telephone.	To fulfil contractual obligations. This includes taking action before entering into a contract.	None.
To process and respond to complaints.	To meet a legal obligation.	None.
To monitor and record information relating to the use of our services, including our website.	To meet a legitimate interest in order to improve the services and experience and website for individuals.	Web service providers and cookie providers.
To capture photographs and videos to be used for marketing and promotional material for the firm, including our website, brochures, bids and tenders.	To seek explicit consent prior to collecting and using this information.	None.
To conduct human resource administration to include assessing suitability, eligibility and/or fitness to work.	To fulfil contractual obligations this includes taking action before entering into a contract.	Disclosure and Barring Service.

Disclosure of Your Information

We may disclose your personal information to third parties:

- In the event that we sell or buy any business or assets, in which case we may disclose your personal data to the prospective seller or buyer of such business or assets.
- If we or substantially all of our assets are acquired by a third party, in which case personal data held by it about its customers will be one of the transferred assets.
- If we are under a duty to disclose or share your personal data in order to comply with any legal obligation, or in order to enforce or apply our terms and conditions and other agreements; or to protect the rights, property, or safety of our company, our clients, or others. This includes exchanging information with other companies and organizations for the purposes of fraud protection and credit risk reduction.

Disclosure of Your Information Outside the United Kingdom

Information that you give in relation to your 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 United Kingdom. This will include [South Africa] which does not have a specific data protection law, but your records will continue to be handled in line with good practice followed in the United Kingdom.

Your Rights

You have the right to ask us not to process your personal data for marketing purposes. We will usually inform you (before collecting your data) if we intend to use your data for such purposes or if we intend to disclose your information to any third party for such purposes. You can exercise your right to prevent such processing by checking certain boxes on the forms we use to collect your data. You can also exercise the right at any time by contacting us at kerry.underwood@lawabroad.co.uk.

Our site may, from time to time, contain links to and from the websites of our partner networks, advertisers and affiliates. If you follow a link to any of these websites, please note that these websites have their own privacy policies and that we do not accept any responsibility or liability for these policies. Please check these policies before you submit any personal data to these websites.

Right to Be Forgotten

From 25 May 2018, you can ask that we erase all personal information that we hold about you. Where it is appropriate that we comply, your request will be fully actioned within 30 days. For further information, please contact [01442 430 900] or alternatively, please contact [Kerry Underwood at Underwoods Solicitor, 79 Marlowes, Hemel Hempstead, Hertfordshire HP1 1LF or via email at kerry.underwood@lawabroad.co.uk].

How Long Will We Retain Information For?

We will typically retain information for a period of seven years. This is due to regulatory reasons and to ensure our business records are adequate to maintain the requisite levels of insurance to protect our clients and non-clients.

Access to Information

The Data Protection Act 2018 gives you the right to access information held about you. Your right of access can be exercised in accordance with the Act. Any access request may be subject to a fee of £10 to meet our costs in providing you with details of the information we hold about you.

Changes to Our Privacy Policy

Any changes we may make to our privacy policy in the future will be posted to our website and, where appropriate, notified to you by e-mail.

Contact

Questions, comments and requests regarding this privacy policy are welcomed and should be addressed to kerry.underwood@lawabroad.co.uk.

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 and the [Senior Partner of the firm]. 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 your file will then notify the solicitor in charge of complaints. A complaint will be acknowledged within two working days of us receiving it. You 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 your file etc. They will then telephone you 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 you are satisfied a report is then passed to the complaints solicitor to consider further preventative action.

3. If you are not satisfied with the course of action proposed by the person dealing with your matter, then the complaint will be passed to the complaints solicitor for further investigation.
4. The complaints solicitor will, based on the information that she has gained from the file, and discussions with the person dealing with your matter, contact you either by telephone or letter or email. She will try to resolve the problem and if appropriate come to an agreement with you on the course of action to be taken.
5. Follow up action: corrective and preventative action may need to be taken to resolve the current complaint and to prevent it happening again. Written confirmation will be given to you of the final response.
6. All complaints, together with associated documentation, will be filed in a complaints file and kept by the complaints solicitor.
7. If you remain dissatisfied after exhausting the internal procedure, you will 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

Website: 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 matter 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
- contingency fee agreement
- 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.

Litigation

Hourly rate win or lose

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

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.

Virtually no firms are 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 rates set out in the Costs, Next Steps and Timetable Schedule which appears at the end of this document. **This is a very important document which you should read carefully.**

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

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 is recorded in units of 6 minutes or according to the time actually spent.

Letters, emails and telephone calls, of six minutes or less, are charged "(one tenth of the hourly rate)", 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 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 authorize 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 matter 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.

ALL WORK

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 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.

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.

Financial Services

See page 16, Insurance Mediation.

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 Ltd t/a Underwoods Solicitors].
- c) The geographical address of the trader is [79 Marlowes, Hemel Hempstead, Hertfordshire HP1 1LF].

The telephone number is [01442 430 900].

The email address is [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, Next Steps and Timetable 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, Next Steps and Timetable Schedule.
- h) This contract is not of a fixed duration and the total costs (or an estimate if applicable) is contained in the Costs, Next Steps and Timetable 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] or by credit/debit card including American Express over the telephone.

We agree to perform the legal services for you **within the time set out in the Costs, Next Steps and Timetable Schedule** 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 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.

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] 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 (or professional negligence) 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 timetable. 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.

Conveyancing Documents

We will retain physical purchase files for 20 years, a remortgage file for 14 years and a sale file for 7 years. We store all documents free of charge.

Wills Files

We will retain Will files for as long as we are aware that you are alive, but once we know that you have died and a Grant of Probate has been obtained, then the file will be destroyed.

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 2019.

A copy of the SRA Accounts Rules 2019 can be accessed at

<https://www.sra.org.uk/solicitors/standards-regulations/accounts-rules/>

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 2018

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 2018 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 United Kingdom. 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 United Kingdom 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

[Robert Males
Solicitor
Managing Partner
UNDERWOODS SOLICITORS]

Signed:

Dated:

Cancellation form

To [Underwoods Solicitors, 79 Marlowes, Hemel Hempstead, Hertfordshire HP1 1LF, 01442 430900, 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