

**SUPPLEMENTAL TERMS AND CONDITIONS OF BUSINESS – WILLS & CODICILS**

**People Responsible for your work**

The work will be carried out by a team supervised by Kathryn Wheeldon who is a director and who will have overall responsibility for your matter. Team members who may also work on your file are:-

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| --- | --- | --- | --- | --- |
|  |  |  | Fee Grade |  |
| Mark Bilton | director | 01623 675800 | A | markbilton@bannerjones.co.uk. |
| Kathryn Wheeldon  Stacey Lee-Davenport | director  solicitor | 01246 560560  01246 560560 | A  B | kathrynwheeldon@bannerjones.co.uk  staceylee-davenport@bannerjones.co.uk |
| Katie Woodward  Jenna Hadfield  Clayton Bissett  Katie Richards | will writer  will writer  will writer  secretary | 01246 560560  01246 560560  01246 560560  01246 560560 | D  D  D  D | katiewoodward@bannerjones.co.uk  jennahadfield@bannerjones.co.uk  claytonbissett@bannerjones.co.uk  katierichards@bannerjones.co.uk |
| Katrina Hilton-Evans  Wendy Cotterill  Sarah-Jane Binder-Swash  Vicky Strong  Phoebe Sellars | secretary  paralegal  paralegal  secretary  secretary | 01246 560560  01246 560560  01246 560560  01623 675800  01246 560560 | D D  D  D  D | katrinahilton-evans@bannerjones.co.uk  wendycotterill@bannerjones.co.uk  sarah-janebinder-swash@bannerjones.co.uk  vickystrong@bannerjones.co.uk  phoebesellars@bannerjones.co.uk |

**Charges and Expenses**

The fixed fee for your Matter includes our initial meeting to take your instructions, the preparation of a draft for your approval, a further meeting to sign your Will or Codicil, and providing you with a copy of your signed Will or Codicil to keep at home.

If, however, your instructions change following the preparation of the first draft of your Will or Codicil then we will need to revise this figure. Any additional charge will be calculated on a time-spent basis in accordance with our current hourly rates.

Our hourly rates have to be reviewed periodically to reflect increases in overhead costs and inflation. If a review is carried out before your Matter has been concluded, we will inform you of any variation in the rate before it takes effect.

You must inform us in writing either before or at the same time as you sign and return these Terms and Conditions of Business if you do not wish us to register your Will with The Certainty National Will Register. “Certainty” refers to Will Certainty Limited and Data Certainty Limited which operate a National Will Registration Service.

Our fees will not exceed the fixed fee unless we have first discussed this with you and confirmed the revised fee in writing. Please note however that where we attend you at a location other than our office (for example at your home or hospital) then we make a charge of £75 to include two home visits in addition to our charges. Usually, two home visits are required – one to take initial instructions and one to sign the documentation.

If we have drafted a Will or a Codicil in accordance with your instructions, the full amount of our fee will be payable, whether or not you proceed with that Will or Codicil and sign it.

If following the initial meeting you decide not to proceed with your Will or Codicil and we have not yet drafted it, then we will charge for 30 minutes of time spent according to the hourly rate of the person you met with.

In addition to the fixed fee or time spent, we may take into account a number of factors including the need to carry out the work outside our normal office hour, the complexity of the issues, the speed at which action has to be taken, any particular expertise which your Matter may demand. An increase may be applied to reflect such factors.

Whenever we have information that a client should be entitled to public funding for legal costs ("Legal Aid"), we will make an application. For preparing Wills it is only available in certain circumstances to those who are either over 70, subject to serious disability or a single parent with care of a child whose other parent lives elsewhere. It is subject to a means test and I require documentary proof of your financial position. If we have assessed that you are eligible for Legal Aid under the "Legal Help Scheme" our costs will be met by the Legal Services Commission.

If you are a member of a trade union you may be entitled to either free advice or some assistance. Please give me details if this applies to you.

**Matters you should note**

You should be aware that if you marry (or re-marry) or enter into a registered Civil Partnership after making your new Will, that Will, will be cancelled. If you get divorced (or similarly end a registered Civil Partnership), any gifts made in your Will may be ineffective. We will automatically contact you in 5 years’ time to check whether your Will still accurately reflects your wishes. However, you should contact us in the meantime if your circumstances change.

Your Will/Codicil may not be effective to pass property which you own outside England and Wales. We do not offer advice on foreign assets. If you own property or other assets abroad you should seek advice from an adviser qualified to advise you in respect of your foreign estate.

Your Will/Codicil will not be valid unless you have the necessary mental capacity to make a Will. We will advise you if we are aware of any matter which gives rise to a significant risk that your capacity may be subject to challenge. In order to avoid any risk of a challenge to your Will/Codicil on the basis of lack of capacity, we may recommend that you authorise us to contact your doctor in order to obtain confirmation of your capacity to make a Will/Codicil from him or her, and that he or she be asked to witness your Will/Codicil if appropriate. Your doctor will charge an additional fee for this service.

It is possible that your estate will be subject to Inheritance Tax on your death and that the amount of tax charged will depend upon the nature of the provisions contained in your Will. For this reason, advice on inheritance tax is commonly a feature of a comprehensive Will-drafting service unless expressly excluded. We will advise you as to the likely inheritance tax consequences of the provisions that you ask us to include in your Will/Codicil, on the basis of the information you have given to us. However, we will not advise you as to the most tax efficient way of drafting your Will or give advice on lifetime tax planning as part of our standard Will-drafting service. If you ask us to do so, however, we will be happy to provide that advice. There will be an extra charge for this.

The Inheritance (Provision for Family and Dependents) Act 1975 may enable certain people to seek additional provision out of your estate after your death. If an application is made under this Act, it is likely to involve your estate in expense and may result in your Will/Codicil being changed after your death. If the information which you provide for us suggests that there is a real risk of such an application being made in your estate, we will tell you that. However, we will not offer more detailed advice in relation to claims under the 1975 Act unless you ask us to do so, and, in those circumstances, an extra fee will be charged.

In order to be valid, your Will/Codicil must be signed and witnessed in a particular way. In order to remove any risk that your Will/Codicil is not signed properly, we recommend that you sign your Will/Codicil at our office, under our supervision. If you prefer, we can send out the final version of your Will/Codicil for you to sign. We will send written instructions about signing the Will/Codicil, but cannot accept any responsibility for any problems which arise where we have not supervised the signing.

**BANNER JONES SOLICITORS**

**TERMS AND CONDITIONS OF BUSINESS:**

*Conditions* means the terms and conditions set out in this leaflet, those in any supplementary department leaflet and any referred to in the accompanying letter of engagement. The Conditions apply and form the basis of the Contract between you and us under which we will be acting for you on this and any future work that we do for you and supersede any previously issued conditions. No variation of the Conditions or to a quotation from us will be binding unless expressly agreed in writing by us. Where we are instructed by more than one person each one of those instructing us is jointly and severally liable for these conditions.

1. **Service Standards**

We will endeavour to adhere to various service standards during the time we act on your behalf. In particular we will:

1 Keep you regularly informed of the progress of your matter.

2 Communicate in plain language.

3 Explain the legal work that may be required.

4 Advise you of the likely timescale involved.

5 Give you the best information possible about our likely costs including whether there are alternative methods by which your matter can be funded.

6 Advise you if relevant, on a regular basis of the cost/risk benefit of pursuing the matter.

7 Always act in your best interests.

8 Give you our best advice.

1. **What you need to do**

To ensure that we have the best possible relationship with you and your case progresses in the best possible way, you should:

1 Give us instructions that allow us to do our work properly.

2 Not ask us to work in an improper or unreasonable way.

3 Not deliberately mislead us.

4 Co-operate with us or any expert or third party we ask you to see.

1. **Hours of Business**

We are normally open between 9am and 5pm, Monday to Friday (except Bank Holidays).Telephone messages can be left outside these hours and appointments can be made at other times when it is essential.

1. **Communication between You and Us**

Many enquiries can be dealt with by telephone but we may need to meet with you. It is possible that one of our team will be available to see you if you call in to the office, but, to avoid disappointment or waiting, we recommend you arrange an appointment. When telephoning, please use either any direct number shown in the accompanying letter of engagement or the main office telephone number. Alternatively, we are more than happy to hear from you by e-mail on the address in the accompanying letter of engagement. Please note we cannot guarantee that this is a secure means of communication. If you have a preferred means of communication, or there is a better time of day to contact you, then please let us know.

1. **Value Added Tax (VAT)**

Our VAT number is 345980525. We are required to add VAT to our charges at the rate in force at the time to fixed prices, estimates and bills. VAT may also be added to some disbursements (payments to others and out-of-pocket expenses).

1. **Professional Regulation**

We are authorised and regulated by the Solicitors Regulation Authority (SRA Number 493083) under the SRA Standards and Regulations 2019. You can obtain more information by contacting the SRA, The Cube, 199 Wharfside Street, Birmingham, B1 1RN. 0870 6062555. [www.sra.org.uk](http://www.sra.org.uk)

1. **Professional Indemnity Insurance**

In accordance with the disclosure requirements of the Provision of Services Regulations 2009 our professional insurance cover is with Travelers Insurance Company Ltd, Exchequer Court, 33 St. Mary Axe, London EC3A 8AG. Territorial cover is worldwide.

1. **Financial Conduct Authority**

We are subject to regulation by the FCA in various regards not least the handling of investment business and advising on insurance under provisions relating to Insurance Mediation. We are therefore included on the FCA’s register and the FCA compliance officer is Robert Banner. The register can be accessed via the Financial Conduct Authority website at [www.fca.org.uk/firms/financial-services-register](http://www.fca.org.uk/firms/financial-services-register).

If mediation activities are relevant in your matter we will forward to you a separate letter and further information at that stage.

If you are or will be in a position of having money to invest, we can put you in touch with an Independent Financial Adviser upon request. We will then forward to you a separate letter and further information at that stage.

1. **Identity, Disclosure and Confidentiality**

The Law now requires solicitors to obtain satisfactory evidence of the identity of their client and sometimes people related to them or connected to them, this is because solicitors who deal with money and property on behalf of their client can be used by criminals wishing to launder money. Such evidence must be both as to who you are and your address. It applies to all clients and each matter we do work for you on.

We are required to retain such evidence for at least 5 years and produce it on request to the Police.

Please therefore **provide us with two forms of ID,** in accordance with the attached Proof of Identification Guidance Notes.

If you are unable to attend at our offices or produce copies of your ID certified by a professional. We may be able to perform an online identity check against your name. In order to carry this out we may need you to provide information from your ID such as your passport number or driving licence number and send copies to us. We may also need you to send us the originals for comparison. The fee for carrying out this check is £10 per name plus VAT.

Solicitors are under a professional and legal obligation to keep the affairs of the client confidential. However, solicitors may be required by statute to make disclosure to the National Crime Agency (NCA) any circumstances which cause us to suspect, or which are considered that we ought to suspect, that you or anyone else involved in the matter we are dealing with may be involved in money laundering or terrorist financing. This means not just fraud but dealing with the proceeds of any criminal activity, wherever committed, including theft, terrorism, drug trafficking and failure to pay tax or duty. The benefit can be of any amount. Failure by us to comply with the Act is itself a criminal act.

If we have to make a report, the Act requires us to undertake no further work until authorised by the NCA. It also prevents us from telling you that a report has been made or giving you an explanation as to why we have stopped work.

Our duties under the Act take precedence over all our professional and contractual obligations to you. So, by instructing us you accept that we will not be liable for any loss you may suffer because we have made a report under the Act and, or, have ceased work whilst we await authority to proceed.

Where we are also acting for a proposed lender in your matter, we have a duty to fully reveal to your lender all relevant facts. This includes: any differences between a mortgage application and information we receive during the transaction, any cash back payments or discount schemes that are given to you.

1. **Data Protection**

See attached sheet

1. **Outsourcing of Work**

Sometimes we ask other companies or people to do typing/photocopying/other work on our files to ensure 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 notify us in writing.

1. **Vetting of files and confidentiality**

External firms or organisations may conduct audit or quality checks on our practice from time to time. They may wish to audit/quality check your file and related papers for this purpose. It is a specific requirement imposed by us that these external firms or organisations fully maintain confidentiality in relation to any files and papers which are audited/quality checked by them. Your files may also be reviewed in a due diligence exercise relating to the sale or transfer of all or part of our business, the acquisition of another business by us or the acquisition of new business If you do not wish your file to be used in this way, please let us know as soon as possible. In the event we use elect to use Cloud storage this can pose particular difficulties in relation to confidentiality. We will have undertaken a thorough risk assessment. You should advise us immediately if you do not want your files and/or other information to be stored in this way.

1. **Avoiding Scams**

As we hold client money we are a target for scammers. You are responsible for the security of your own data and bank account details and should make yourself aware of the dangers of social engineering scams and IT manipulation to steal data. We will provide our client account banking details to you in a secure manner. It is unlikely that we will change our bank account details during the course of the transaction. In any event, please be aware that we do not notify changes to important business information, such as bank account details, by email.

1. **Equality and Diversity**

We are committed to promoting equality and diversity in all our dealings with clients, third parties and employees. Please contact us if you wish to see a copy of our equality and diversity policy or view on our website [www.bannerjones.co.uk](http://www.bannerjones.co.uk).

1. **Charges and Expenses**

Unless we have agreed a fixed fee for your matter our charges will be calculated by reference to the time spent dealing with your matter. This includes meetings with you and others, preparation and research, travelling and attending Court if applicable, letters and telephone calls. We set out below the hourly charging rates for the firm's categories of staff: these are the rates allowed by the Civil Justice Council.

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| --- | --- | --- | --- |
| Private Charging Rates | Grade | Rate £ | Inc VAT |
| Directors and solicitors with over 8 years PQE (post qualification experience) | A | £201.00 | £241.20 |
| Solicitors and legal executives with over 4 years PQE | B | £177.00 | £212.40 |
| Other solicitors, legal executives and case workers of equivalent experience | C | £146.00 | £175.20 |
| Trainee solicitors, paralegals and case workers of equivalent experience | D | £111.00 | £133.20 |

These rates are reviewable and you will be advised of any increases. Routine letters, emails sent and telephone calls are each charged at one-tenth of the hourly rate. In exceptional cases the court will allow an increase in the hourly rate.

VAT and any disbursements will also be payable.

1. **Billing**

To enable you to budget we may send interim invoices at regular intervals for work carried out during the conduct of your matter. We will then send a final invoice on completion of the work. In the normal course of events any interim invoice will be on account of the final costs in your matter and we will not therefore be limited as to the eventual amount of costs charged for the period stated on such interim invoice. In the event of a payment on account not being made promptly or not being paid we reserve the right to suspend work on your file and on any other matters being dealt with for you and, ultimately, to decline to act any further and the full amount of the work done on all matters up to that date will be charged to you.

All Accounts are to be settled immediately. If they are not settled within one calendar month of the date of the invoice interest will be charged on the whole or outstanding part of an unpaid invoice with effect one month after delivery of the bill. Interest will be charged at the rate payable on judgement debts (currently 8 per cent per annum) or, where a client is a business, the rate allowed under the Late Payment of Commercial Debts (Interest) Act 1998.

Where we are holding money due to you, e.g. on completion of the sale of a property or where we have recovered monies from a third party on your behalf, fees and disbursements due to us and any VAT (where applicable) will be deducted and the balance paid by you.

Our invoices are delivered in accordance with section 69 to 72 inclusive of the Solicitors Act 1974. This permits us to deliver invoices electronically where we have your permission to do so. We shall treat acceptance of these Conditions as you having given your permission.

You are entitled to complain about your bill. There may also be a right to object to the bill by making a complaint to the Legal Ombudsman (see Condition 18) and/or by applying to the court for an assessment of the bill under Part III of the Solicitors Act 1974.

If it becomes necessary to send reminder letters to enforce outstanding accounts you will be charged, at our discretion, the sum of £21.00 plus VAT for each reminder letter sent. In addition if we incur any out of pocket expenses in enforcing outstanding accounts these will also be charged to you.

In some matters a client may be entitled to payment of costs by some other person. It is important to be aware that we are employed by you and that you are personally responsible for the payment of our fees regardless of this. In such cases the other person may not be required to pay all the charges and expenses which you incur with us. You have to pay our charges and expenses in the first place and any amounts which can be recovered will be a contribution towards them. If the other party is in receipt of legal aid no costs are likely to be recovered. The other party will not be liable to pay the VAT element of your costs if you are able to recover the VAT yourself.

If you have to make a contribution to another party’s costs you will need to pay these in addition to your own.

1. **Limited Companies**

When accepting instructions to act on behalf of a limited company, we may require a Director and/or controlling shareholder to sign a form of personal guarantee in respect of the charges and expenses of this Company. If such a request is refused, we will be entitled to stop acting and to the full amount of the work done on all matters up to that date will be charged to you.

1. **Payments**

Payments you are making to us may be made by Bank Transfer, debit/credit card subject to not exceeding a £1,000.00 limit, cheque or cash. Cheques should be made payable to Banner Jones Solicitors. You should allow seven working days for any cheques deposited with us to clear to enable us to make payments out. American Express is not accepted. Please note we are unable to accept payments for deposits or balance purchase monies on property transactions by credit card.

Please also note that given the strict rules of money laundering, it is now the policy of this company to only accept cash not exceeding £500.00 in any 28 day period. If you try to avoid this policy by depositing cash directly with our bank, we may decide to charge you for any additional checks we decide are necessary to prove the source of the funds.

Where we are instructed by more than one person, each one of those instructing us is jointly and severally liable for our fees and any other expenditure we incur on your behalf.

Where we have to pay money to you, it will be paid by cheque or bank transfer. It will not be paid in cash or to a third party. In the case of cheques being paid out where there is more than one party, we are only able to make payment to one of you if we have written authority from the other person to do so.

The following charges are payable where funds are transmitted to you electronically via

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| Same Day Payment | £30 + VAT |
| 3 Day Payment | Free |
|  |  |

Electronic payment methods are subject to bank limits in place at the time

1. **Monies held in Client Account**

Any money you pay to us (except money to cover our invoices and disbursements) will be paid into our Client Account with National Westminster Bank PLC or Lloyds Bank PLC. This money will continue to belong to you. In the event of a bank suffering financial difficulties client funds could be lost. You would be entitled to seek compensation from the scheme administered by the FCA. The scheme currently allows an individual to claim compensation per each FCA authorised institution (the current limit is £85,000 for deposits). Any monies you place with us which will result in your total monies with National Westminster Bank plc or Lloyds Bank PLC (or any other institution which uses the same FCA authorisation) exceeding the FCA compensation limit are placed at your own risk.

We have notified our bank that our Client Account is made of placement of monies from various Clients which should qualify you to make the compensation claim. Further information is available from the FCA.

When we hold money in our Client Account for you, or for a person funding all or part of your fees, or for a trust, we will account to you or that person or trust for interest when it is fair and reasonable to do so in all the circumstances. This will not apply:

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| --- | --- | --- | --- | --- |
| * when the amount held is less than | £1000 | £2000 | £10,000 | £20,000 |
| and money is held for less than | 8 weeks | 4 weeks | 2 weeks | 1 week |

* when the amount of interest when calculated amounts to less than £20;
* when the money held is for the payment of a disbursement;
* when the money held is for the Legal Services Commission;
* to advances made to a Trust so it may make payments out when not in funds, and
* when you have agreed with us that this term and condition shall not apply to your matter.

Where it is more appropriate to you or your matter that your money is held in an instant access facility then you should note that you are unlikely to receive as much interest as if you had held the money yourself.

Please note that if the monies are due to be received from a source other than yourself, or have been received from you at a critical stage in your matter it may not be possible to pay any monies out to you if, for example, we have given a solicitor’s undertaking not to release monies pending certain events (i.e. repayment of your borrowing)*.*

1. **Acceptance**

If you would like us to commence work on your file, please sign these terms and conditions, tick the box marked 'commence work now' and return it to us. You can write to us at DX DX: 12360 CHESTERFIELD. You can also send us a fax on 01246 220390 or email us at info@bannerjones.co.uk.

1. **Termination**

We may decide to stop acting for you only with good reason and we must give you reasonable notice of this.

You may end your instructions to us in writing at any time, but we can keep all your papers and documents if we have a right to a lien (see Condition 19). You can write to us at DX DX: 12360 CHESTERFIELD. You can also send us a fax on 01246 220390 or email us at info@bannerjones.co.uk.

If you (subject to the following relating to Consumer Contracts and Distance Selling) or we decide that we should stop acting for you, you will pay our charges up until that point.

The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 (The CCR 2013) apply if you have not initially been seen at one of our offices. You have the right to cancel our professional services within 14 days without giving any reason. The cancellation period will expire after 14 days from the day you first instructed us. To exercise your right to cancel, you must inform us in writing. You can write to us at DX DX: 12360 CHESTERFIELD. You can also send us a fax on 01246 220390 or email us at info@bannerjones.co.uk. You may use the attached model cancellation form, but it is not obligatory. You can also electronically fill in and submit the model cancellation form or any other clear statement on our website. If you use the electronic form of cancellation via email or our website, we will communicate to you an acknowledgement of receipt of such a cancellation on a durable medium (e.g. by e-mail) without delay. To meet the cancellation deadline, it is sufficient for you to send your communication concerning your exercise of the right to cancel before the cancellation period has expired.

If you cancel this contract under The CCR 2013 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 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. If you requested to begin the performance of our services during the cancellation period, you shall pay us an amount which is in equivalent to the amount of work that has been performed on your behalf until you have communicated to us your cancellation.

Where legal aid services are provided free of charge to you and no payment is made by you to us, The CCR 2013 will not apply. This is because there is no 'service contract' as defined under The CCR 2013.

In legal aid cases where you are required to make a payment towards the service you receive, payment is not made by you to us, but rather to the Lord Chancellor in accordance with statutory obligations under the Legal Aid, Sentencing and Punishment of Offenders Act 2012 (section 23 - Payment for Services). For this reason legal aid cases involving payment by the client would also fall outside the remit of The CCR 2013.

1. **Our rights to a Lien**

The common law entitles us to retain any money, papers or other property belonging to you which, properly come into our possession pending payment of our costs, whether or not the property is acquired in connection with the matter for which the costs were incurred. This is known as a general lien. We are not entitled to sell property held under a lien but we are entitled to hold property, other than money, even if the value of it greatly exceeds the amount due to us in respect of costs.

If we are conducting litigation for you, we have additional rights. In any property recovered or preserved for you, whether it is in our possession or not, and in respect of all costs incurred whether billed or unbilled. We also have a right to ask the Court to make a Charging Order in our favour for any assessed costs.

1. **Storage of Papers and Documents**

We will retain an electronic copy of your file and destroy the original.  We will not destroy originals of documents that you ask us to deposit in our store for safe keeping. We require a reasonable period of time in which to create the electronic copy. You can ask for your file as long as all outstanding accounts have been paid.  We are entitled to retain our own notes, copies of any letters we have sent and any letters you sent to us. In proceedings relating to children, it may sometimes be necessary to obtain the court's permission before we can release the papers to you. We can either:

* send your file or stored documents to you or another at your written request in an electronic format (please note we cannot guarantee security);
* make a paper copy of your file or the originals of or a copy of your stored documents available for collection at an office of your choice allowing a reasonable period of time to convey the file to that office. You will need to provide ID at the point of collection or a letter of authority if someone else is to collect on your behalf. Joint clients who are not collecting together will need to provide the written authority of the other, or
* post you a paper copy of your file or the originals of or a copy of your stored documents by second class post (please note we cannot guarantee security or delivery times).

We may make a charge for the above based on time spent at the paralegal hourly rate (referred to in Condition 14). If we retrieve papers or documents from storage in relation to continuing or new instructions to act for you, we will not normally charge for retrieval.  We may also charge for reading, correspondence or other work necessary to comply with our instructions.

1. **Complaints**

We are committed to high quality legal advice and client care. If at any point you become unhappy with the service we provide to you or your bill then please inform us immediately so that we can do our best to resolve the problem for you. You can obtain details of our complaints procedure here <https://www.bannerjones.co.uk/pages/complaints> or we will post you a copy on request. Alternatively you may contact the company's Client Services Team. The contact details are:

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| **Add: 24 Glumangate, Chesterfield, S40 1UA**  **Tel: 01246 560560**  **Fax: 01246 230390**  **Email: ClientServices@bannerjones.co.uk** |

We have eight weeks to consider your complaint. If we have not resolved it within this time you may complain to the Legal Ombudsman. If we are unable to resolve your complaint then you can have it independently looked at by the Legal Ombudsman. The Legal Ombudsman investigates complaints about service issues with lawyers. Normally, you will need to bring a complaint to the Legal Ombudsman within six months of receiving a final written response from us about your complaint or within six years of the act or omission about which you are complaining occurring (or if outside of this period, within three years of when you should reasonably have been aware of it).

Please note that the Legal Ombudsman does not accept complaints from certain types of businesses. If you would like more information about this service, including the time limits for taking a case to them, please contact the Legal Ombudsman.

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| **PO Box 6806, Wolverhampton, WV1 9WJ**  [**www.legalombudsman.org.uk**](http://www.legalombudsman.org.uk/) **0300 555 0333** [**enquiries@legalombudsman.org.uk**](mailto:enquiries@legalombudsman.org.uk) |

Data Protection

We use the information you provide in a variety of ways as detailed in our Privacy Statement. This can be accessed at our website <https://www.bannerjones.co.uk/pages/privacy-policy> or a paper copy can be supplied on request. Please either call in at one of our offices or phone 01246 560560 and ask to speak with a member of the Privacy team who will arrange to let you have a copy.

Primarily we use the information you provide 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 General Data Protection Regulations and our duty of confidentiality. Please note that if you engage us in a contract for services under the GDPR we are allowed to process your personal data which includes sharing it with others in order that we may deliver the very best possible service to you.

You have a right of access under data protection legislation to the personal data that we hold about you. We are only allowed to retain your information for a reasonable period of time. You also have a right to withdraw your consent at any time subject to any regulatory requirements we have. You can do this by contacting our privacy team by email [privacy@bannerjones.co.uk](mailto:privacy@bannerjones.co.uk), calling in at one of our offices or phoning 01246 560560 and asking to speak with a member of the Privacy team.

I/We consent to you retaining our details including our file and any items deposited with you until we notify you we should like our information to be removed as we would like you to maintain a comprehensive log of my/our legal history with you.  Yes

**Keeping You Up-to-Date**

The law changes frequently and we think it’s important that we keep our clients up-to-date with anything that might affect them. We do this via a quarterly newsletter which contains relevant legal news and articles, information from us and Banner Jones Wealth Management and details of any events we’re holding.

**Would you be happy to receive a quarterly update newsletter by email?**

Yes I/we would like to receive this 

No I/we do not wish to receive this 

I/we don’t want to receive this but I /we would like to be invited to relevant events 

If you agree to receive these updates today but in the future decide that you no longer wish to then you can update your preferences at any time by contacting us on marketing@bannerjones.co.uk or by clicking ‘unsubscribe’ on any marketing email you receive from us or calling in at one of our offices or phoning 01246 560560 and asking to speak with a member of the Marketing team.

BANNER JONES SOLICITORS ACCEPTANCE

We will need your regular instructions, so please remember to let us know promptly of any change of address, telephone number or e-mail address, or if you are going away. Although we will usually tell you what you need to know, we also rely on you to tell us about any relevant developments or anything else that we should know. If you do so as soon as possible it might help to prevent wasted time and costs.

Where we hold an e-mail address for you, our normal practice would be to issue bills electronically rather than by post, but we need your agreement to do so. If you prefer us to send bills by post please indicate below.

I/We confirm that I/we have read and understood the Terms and Conditions of Business and Supplementary Terms and Conditions of Business of Banner Jones Solicitors.  Yes

I/We accept these Terms and Conditions of Business.  Yes

I/We have completed the consent requests in the separate Data Protection leaflet  Yes

Please commence work immediately.

If your preferred method of receiving invoices is by post please tick

Signed: ……………………………..

Print full name: ……………………………..

Date: ……………………………..

Signed: ……………………………..

Print full name: ……………………………..

Date: ……………………………..

**Cancellation form**

To: Banner Jones Solicitors DX: 12360 CHESTERFIELD

I/We {\*} herby give notice that I/We {\*} cancel my/our {\*} contract for the supply of professional services:

Instructions given on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name of client(s) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address of client(s) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signed..........................................

Signed..........................................

Dated...........................................

{\*} Delete as appropriate