

Terms of Instruction

Hudgell and Partners terms of instruction are set out below and overleaf and by signing this form you agree to be bound by them. Hudgell and Partners will require proof of both your identification and your address. The proof must be delivered to our offices within 14 days of you signing our Terms of Instruction. The documents must be originals. We will require one document from Section A and one document from Section B. If the documents are posted to us we will return them to you by Recorded Delivery. These documents will be scanned and stored on our computer system.

Section A

Original current valid Passport
Original photo Driving Licence

Section B

Original Bank Statement less than 3 months old
Original Council Tax Invoice for the current Council Tax Year
Original utility bill (not mobile phone) less than 3 months old
Water Rate demand
Rent Book
Pension Book
Mortgage Statement
National ID Card

INFORMATION REQUESTED

<u>Client 1 Details</u>	<u>Client 2 Details</u>
*Full Names (including title) i.e Mr, Mrs etc.:	*Full Names (including title) i.e Mr, Mrs etc.:
*Address:	*Address:
*Daytime No:	*Daytime No:
Evening No:	Evening No:
Mobile No:	Mobile No:
Fax No:	Fax No:
E-Mail Address:	E-Mail Address:
*National Insurance No:	*National Insurance No:
I have attached my Identification Evidence Yes/No (Delete as appropriate)	I have attached my Identification Evidence Yes/No (Delete as appropriate)
I would prefer to receive correspondence by email	Yes/No (Delete as appropriate)
I would prefer to receive correspondence by post.....	Yes/No (Delete as appropriate)
How did you hear about us?	
I/We agree to the terms of dealing set out on the Terms of Instruction overleaf	
Signature	Signature

***COMPULSORY INFORMATION: Your file cannot be opened if you do not complete these sections**

Terms of Instruction

Level of Service

We aim to respond to phone calls within 24 hours (except where the next day is not a working day). We will respond to letters or emails from you by letter phone or email within 3 working days of receipt.

Our responsibilities

We will keep a paper file of your papers and store any valuable documents in our strong room (for which we make a small charge). We will bank cheques sent to us on the same day unless received after 2 p.m. where they will be banked the next day. When we charge by the hour will give you costs updates every six months. We will record in our diary and notify you of all critical dates and help you to comply with them.

Your responsibilities

You must return to us documents sent by us to you for signing by you within the timescale we have requested. You must pay to us monies on account as cleared funds within the timescale requested by us. You must give us within the timescale requested the documents instructions and information that we have requested from you.

Financial Services

This firm is not authorised by the Financial Conduct Authority, as the firm is exempt from authorisation 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 Law Society is a designated professional body for the purposes of the Financial Services and Markets Act 2000 but responsibility for regulation and complaints handling has been separated from the Law Society's representative function. The Solicitors Regulation Authority is the independent regulatory body of the Law Society and the Legal Complaints Service is the independent complaints handling body of the Law Society.

Money

Pursuant to Money Laundering Regulations we cannot accept any payment of cash into our account of more than £500.00. Neither can we accept any payment from the account of another person without our consent. If such payments are received, we will report them to the Serious Organised Crime Agency and may return the monies.

Bank

The firm is not liable to repay money lost through a banking failure.

Fees

The estimated fees my firm will charge are set out on the attached letter. Should the transaction abort, then my firm's charges for that transaction will be such sum as is reasonable, having regard to the amount of work done by that stage of the transaction unless we have previously agreed to limit those charges. Interest may be charged on any unpaid invoice.

Identification

We are required by the Money Laundering Regulations 2007 to obtain identification evidence from you. We require this evidence in its original form to be delivered to us within two weeks of you signing this form. Please see the attached sheet for acceptable forms of original identification documents.

File

We will keep a paper file for you during this transaction. This file will be kept by us for a period of one month after we have closed your case. By signing this instruction you are authorising us once the matter has finished to scan your file onto our computer system and to destroy the original file. Should you request a copy of your file after the paper file has been destroyed it will be presented to you in an electronic format.

Documents

We may retain all your papers and documents until any outstanding sums have been paid to us.

Tax

Please note that we do not give advice on VAT, capital gains tax or income tax and you should obtain such advice from an accountant.

Service

We fully expect our service to be of our normally high standard. If, however, you are at all unhappy with our service or our invoice we request that you write to Nicholas Hart in this office who is our Complaints Handling Partner. Our complaints procedure is available on request. If our complaints procedure does not resolve your complaint within 8 weeks you can complain to the Legal Ombudsman PO Box 6806 Wolverhampton WV1 9WJ (Tel:0300 555 0333). There may also be a right to apply to the court for assessment of our bill under Part III of the Solicitors Act 1974.

Retainer

If you instruct us to carry out any additional work we reserve the right to make an additional charge. Our bill must be paid prior to completion of the transaction.

Liability

Your contract is with Hudgell & Partners and therefore no individual partner or member of staff at Hudgell & Partners will have any personal legal liability to you. Except for fraud you agree to make no claims against any individual partner or member of staff of Hudgell & Partners. Our maximum liability for any mistake (except for fraud) is £3,000,000.00 including contractual and statutory interest. We will not be liable to the extent that our mistake results from something that you do or fail to do. If more than one person is responsible for your loss our liability is limited to the proportion which can reasonably be considered to be our fault. We consider these limitations on our liability to you are reasonable given the amount of any likely liability to you and the availability and cost of the professional indemnity insurance. If you think that we have made a mistake we will have no liability for any breach of our duties to you unless you notify us within 2 years of becoming aware of it and commence any legal proceedings within 1 year of giving us that written notice. A copy of our professional indemnity insurance policy is available for inspection at our offices.

Agreement

Please confirm that you accept these terms and wish to proceed by signing on the previous page and giving **all** the information we have requested. The charges set out on the attached letter are an estimate. I will inform you in writing if any difficulties arise or if anything occurs which makes it necessary to revise this estimate.

Proof of Identification list and copy Terms of Instruction – to be retained for your information

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