

## **Terms of Instruction**

01.10.2021

Hudgell LLP terms of instruction are set out below and overleaf and by signing this form you agree to be bound by them. Hudgell LLP 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, stored and kept on our computer system after the closure of your matter to enable us to provide ongoing advice to you. By signing this document you consent to our retaining your identity documents on our computer system but this consent can be cancelled at any time.

### **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 less than 3 months old

Rent Book less than 3 months old  
National ID Card  
Mortgage Statement less than 3 months old  
Pension Book less than 3 months old

## **INFORMATION REQUESTED**

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

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

## **Terms of Instruction**

Please note that routine information may be given to third parties to reassure other parties in the chain of transactions.

### **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 documents and store them on our computer system after the closure of your matter. By signing this document you consent to our retaining your documents on our computer system but this consent can be cancelled at any

time. 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 provide the documents instructions and information that we have requested from you. Additional expenses known as disbursements may be incurred in acting for you. We will require payment of any disbursement exceeding £25.00 before we instruct the contractor to supply the product or service to us.

### **Financial Services**

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 National 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 that the firm will charge are set out on the attached letter. Should the transaction abort, then the 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. Payment of fees is due within 30 days of the invoice. Interest may be charged on any unpaid invoice.

### **Identification and Personal Data**

The Money Laundering Regulations 2007 require us 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. These documents and other personal data about you will be held on your file and our computer system after your case is closed until you instruct us otherwise in writing.

### **File**

We will keep a file for you during this transaction. On closure of your file any important paper document will be returned to you. By signing this instruction you are authorising us to retain any of your documents digitally. Should you request a copy of any document from your file it will normally be presented to you in a digital format. A charge will be made for this service according to the time that the copying takes.

### **Documents**

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

### **Tax**

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 our website: [www.hudgellpartners.co.uk](http://www.hudgellpartners.co.uk). 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 LLP and therefore no individual member or member of staff at Hudgell LLP will have any personal legal liability to you. Except for fraud you agree to make no claims against any individual member or member of staff of Hudgell LLP. 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 the Terms of Instruction 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.

# HUDGELL & PARTNERS

## SOLICITORS

### **Copy Terms of Instruction – to be retained for your information**

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## **How to make payment to Hudgell & Partners**

- (a) **Personal Cheque:** Hudgell LLP requires this at least 5 working days prior to the timescale notified to you. All cheques should be made payable to **"Hudgell LLP"**
- (b) **Bank Transfer - (CHAPS Payment):** Hudgell LLP requires this within the timescale notified to you. Details of Hudgell LLP bank account:-  
Account Name: Hudgell LLP  
Account number:  
Bank Name: HSBC Bank plc  
Bank Address: 15 Wellington Street Woolwich London SE18 6PH  
Sort Code: 40-07-35  
Quote Reference: for example: NH/NH/Clarke/C007-1

**Due to internet fraud, if you have received this document as an attachment to an email then you must telephone to verify Hudgell LLP bank details on (00) 44 208 854 1331**

**Debit Card Payment:** Hudgell LLP accepts debit card payments without adding any additional charges up to a limit of £4,999.99  
Debit card payments of £5,000.00 and over will incur a charge of 0.34% (e.g. a payment of £5,000.00 will incur a charge of £17.00)

- (d) **Credit Card Payment:** ALL credit card payments will incur a charge of 1.7%  
(e.g. a payment of £1,000.00 will incur a charge of £17.00)  
Hudgell LLP accepts the following credit cards: VISA and MasterCard  
Hudgell LLP does not accept American Express

**You can make debit and credit card payments up to a value of £5,000 by calling 0208 854 1331 during office hours**  
Hudgell LLP 35/36 Market Street, Woolwich, London, SE18 6QP