

# **HUGHES JENKINS SOLICITORS**

## **TERMS AND CONDITIONS OF BUSINESS**

Hughes Jenkins and Hughes Jenkins Solicitors are the trading names of Hughes Jenkins Limited  
A company limited by shares registered In England and Wales  
Registered Office at 27A & B High Street, Aberdare, CF44 7AA  
A list of the directors of Hughes Jenkins Limited can be found at the Registered Office.

**Regulated by the Solicitors Regulation Authority**

**VAT Registered Number 794 2386 90**

**[www.hughesjenkins.co.uk](http://www.hughesjenkins.co.uk)**

**HUGHES JENKINS SOLICITORS**  
**27A & B HIGH STREET, ABERDARE, CF44 7AA**

**TERMS AND CONDITIONS OF BUSINESS**

We, Hughes Jenkins, will provide legal services on the terms set out below. We will give your business proper and professional skill, care and attention in accordance with these terms and with the rules and regulations of the Solicitors Regulation Authority (the governing body of Solicitors). These rules require that clients be informed of certain terms of business and these are included in this statement.

**1. PLACE AND HOURS OF BUSINESS**

Our office is located at 27A & B High Street, Aberdare, CF44 7AA. Normal hours of opening are from 9.00 a.m. to 5.00 p.m. on week days. Appointments can be arranged outside of hours when necessary. We are open during lunch hour, please be aware that the person you may wish to speak to may not be available. Lunch hour is normally between 1.00 p.m. and 2.00 p.m.

We also see clients by appointment in Newport and Swansea.

**2. RESPONSIBILITY FOR WORK**

- (a) The person primarily responsible for overseeing your work for non-contentious (fixed fee and hourly rate) work will be Barbara Kinsey who is a Director of the practice. Barbara Kinsey's Secretary is Diane James who should be able to deal with any query you have relating to your transaction. If they are not available, or you would prefer to speak to Barbara Kinsey then if she is not available a message will be taken for you.
- (b) The person primarily responsible for the conduct of your work for contentious matters will be Graeme Hughes/Nigel Jenkins who are Directors of the practice. Graeme Hughes/Nigel Jenkins secretary who may be able to deal with your queries and who will be pleased to take any message for you is Julia Jenkins/Cath Thomas or Lynne Rees. It will help if you tell Julia/Cath/Lynne the reason for your call.

It is occasionally necessary to move work to another person. If this happens then we will notify you in writing. Where appropriate, work can be delegated, depending on the complexity or importance of the matter, so that it may be dealt with as efficiently and economically as possible.

**3. STANDARDS**

All members of the firm should meet certain standards with regard to client care. These standards include:

- (a) We will inform you about the progress of your matter at appropriate intervals. In particular any changes in the action planned to be taken in the matter, its handling, or the cost will be given to you promptly.
- (b) We will endeavour to return telephone calls on the same day if possible although you should appreciate that this is not always possible due to other commitments such as Court attendance.
- (c) We will send you copies of any important correspondence (this does not mean all correspondence) unless you have indicated, and we have agreed that this is not necessary.
- (d) We will write to you using plain language. Correspondence will be reviewed on its day of receipt save in exceptional circumstances. We aim to ensure that correspondence requiring a reply is answered within seven days. If that can not be complied with (for example because of illness or absence from office), then you will usually be sent an explanation.
- (e) If it is necessary for you to come into our office, an appointment will be given to you as soon as practical having regard to a realistic working day and the need to allow sufficient time to avoid keeping you and other clients waiting or worse still cancelling appointments. You should not usually have to wait more than a week for an appointment and to wait

over two weeks would be rare. We can arrange home visits but these can not usually be arranged as quickly as office appointments and will add to the expense of the case.

- (f) If your work is carried out by a member of staff who deals with Court work their day is occasionally likely to be disrupted by delays or emergencies at Court and we recommend that you telephone to check your appointment before setting off particularly if you are travelling far or taking time off work.
- (g) Please do not hesitate to remind us if you feel that we are not keeping to these standards. In return we ask you to respond to our letters and to pay our fees and disbursements promptly.

#### **4. PROFESSIONAL INDEMNITY**

For your protection we maintain professional indemnity insurance as required the Solicitors Indemnity Rules.

Our Indemnity Insurers are – Chartis Insurance of Chartis Building, 58 Fenchurch Street, London EC3M 4AB. We have worldwide coverage of £3 million.

#### **5. FEES**

- 1. Probate – Hourly Rate - £150.00
- 2. Conveyancing – Hourly Rate - £100.00
- 3. Litigation – Hourly Rate - £100.00
- 4. Fixed Fee – By prior agreement

##### 1. (a) Where our fees are not fixed

- (a) Unless and until an alternative fee arrangement have been agreed and confirmed in writing by us, the basis for calculating your fees described below and is principally calculated on the basis of the time spent by the fee earner and staff dealing with the matter. The time charged includes attendances upon you and perhaps other people travelling time considering, preparing and working on papers and correspondence making and receiving telephone calls.
- (b) The time is charged at an hourly rate which takes in to account the overhead costs of the firm plus an appropriate additional amount to reflect the complexity, urgency and value of the work and the seniority of the person undertaking it. If you wish you may set a limit on the fee which may be incurred without further reference to you.
- (c) Where the instructions require that any work is performed outside our normal office hours, we reserve the right to increase the level of the hourly rate.
- (d) If it becomes apparent that the matter is one of exceptional complexity or urgent and this could not reasonably have been anticipated at the time of accepting your instructions, the rates quoted may no longer be appropriate. In such circumstances we reserve the right of terminate the retainer unless revised rates are agreed in substitution.
- (e) The hourly rate set out above is reviewed every year. From effect from the 1<sup>st</sup> May to take in to account changes in the overhead costs of the firm, and the revised rate applies to all work undertaken thereafter without further notice. Details of revised rates will be supplied to you on request.
- (f) In property transactions, in administrations of estate, in transactions involving a substantial financial consideration or benefit to you the fees are calculated both by reference to the time spent and also by reference to a valued estimate based e.g. on the price of the property, the size of the estate or the value of the financial benefit. The value element reflects the importance of the transaction and the consequent responsibility falling on the firm.
- (g) Payments made on your behalf e.g. for search fees, Land or Probate Registry fees, Counsels fees, Court fees etc are called disbursements and are payable by you in addition to your own fees. We shall have no obligation to pay them unless you have provided funds for that purpose. VAT is payable on some disbursements and is charged to you. In the event that you instruct us to transfer money by way of Telegraphic Transfer, we will make a charge for this service. This charge is payable to us and is not a disbursement.

Fees are payable whether or not a case is successfully concluded or a transaction completed. If any case or transaction does not proceed to completion for any reason during the period in which we are instructed, then we shall be entitled to charge for work done on the basis set out above but in our absolute discretion we may waive part or all of such fees.

1. (b) Where our fees are fixed

- (h) In the case of fixed fees the basis for calculation of our fees is a fixed fee which was quoted to you and confirmed in writing at the commencement of your instructions and the fee quoted will include all the time spent on the matter by any firm staff which could have been reasonably within our contemplation at the time instructions were accepted. This will include attendance upon you and perhaps other people; travelling time; considering; preparing and working on papers and correspondence; making and receiving telephone calls. The fee has been calculated both by reference to the time likely to be spent on the matter and also by reference to the value element based on e.g. the price of the property involved, the size of the estate, or the value of any financial benefit. The value element also reflects the importance of the transaction to the client and the consequent responsibility falling on the firm and the seniority of the person carrying out the work.
- (i) If it becomes apparent that the matter is of a complex nature or urgency and this could not reasonably have been anticipated at the time of accepting the instructions, the fee quoted may no longer be appropriate. In such circumstances we reserve the right to terminate the retainer unless revised rates or fees are agreed in substitution.
- (j) In property transactions, in the administration of estates and in transactions involving a substantial financial consideration of benefit to you, the fees calculated both by reference to the time spent and also by reference to the value element based e.g. on the price of the property, the size of the estate or the value of the financial benefit. The value element reflects the importance of the transaction and the consequential responsibility falling on the firm.
- (k) Payments made on your behalf e.g. for search fees, Land or Probate Registry fees Counsels fees, Court fees etc are called disbursements and are payable by you in addition to your own fees. We shall have no obligation to pay them unless you have provided funds for that purpose. VAT is payable on some disbursements and is charged to you. In the event that you instruct us to transfer money by way of Telegraphic Transfer, we will make a charge for this service. This charge is payable to us and is not a disbursement.
- (l) Fees may be payable whether or not a case is successfully completed or a transaction completed. If any case or transaction does not proceed to completion for any reason during the period for which we are instructed then we shall be entitled to charge for work done on the basis set out above but in our absolute discretion we may waive part or all or any of such entitlement to fees.

**6. ARRANGEMENTS FOR PAYMENT OF FEES**

- (a) Property transactions: An account will normally be prepared following the exchange of contracts and payment is required prior to or upon completion. Where sufficient funds are received from you upon completion, any amount due to us shall be deducted from those funds unless otherwise agreed. Where we have not been provided with sufficient cleared funds by the date of completion we will be entitled to refuse to complete the transaction on your behalf.
- (b) Administration of estates: It is our usual practice to deliver one final account when the estate accounts are delivered for approval. However, if it transpires that it will take some time to complete the administration we reserve the right to submit interim accounts at quarterly intervals during the administration. The final account will still be presented when the estate accounts are delivered for approval.
- (c) Other cases or transactions: We will usually ask you to pay money on account of the fees and disbursements which are anticipated in the following weeks or months. Please meet such requests promptly to avoid any delay in the progress of your case. In transactions or cases likely to continue for more than one month, interim accounts covering the work already carried out will normally be rendered quarterly. In some cases accounts may be

rendered more frequently e.g. when a considerable amount of time is spent within a short period. This procedure enables you to budget for costs as the matter progresses

- (d) If for any reason an interim account is not delivered we will inform you at least every six months of the approximate amount of costs to date
- (e) In the event of any account or request for payment on account not being paid within 28 days we reserve the right to decline to act further in the case and where appropriate we shall be entitled to remove our name as your Solicitors from any Court record. The full amount of work done up to that date will be the subject of a final account rendered and will be debt due from you. Interest will be charged at the rate prevailing upon judgement debts from the date of the bill until the date of payment in cases where payment is not made within 28 days of delivery.
- (f) You may find it convenient to arrange regular payments on account by way of bank standing order. You should notify the person having conduct of your file if you wish to pay by this arrangement and full details of our bank will be supplied.
- (g) We reserve the right to deduct our costs and any disbursements that we have paid on your behalf (plus VAT) from any monies recovered by us on your behalf including damages costs and interest and to hold all or part of any such monies pending agreement and payment of our costs.
- (h) We will sue for and enforce judgement of unpaid fees and disbursements

### **Complaints about our fees**

You are entitled to complain about any bill which we may submit to you;  
You have the right to object to any bill by making a complaint to the Legal Ombudsman at [www.legalombudsman.org.uk](http://www.legalombudsman.org.uk) and/or by applying to the court for an assessment of the bill under Part III of the Solicitors' Act 1974; if all or part of your bill remains unpaid we may be entitled to charge you interest.

## **7. COSTS RECOVERED**

- (a) In litigation cases a successful client may obtain an order for payment of costs by some other party. However, in practice this usually results in only a proportion of the costs incurred being recovered for the client because of the basis upon which the Court assesses costs. If the other party is in respect of Public Funding you may not be able to recover your costs even if you win your case. An order for costs does not guarantee that they will be paid; uninsured parties may simply not have the means to pay. If you are successful and costs are to be paid by the other party, interest can often be claimed on those costs from the date of which the order for costs was made. To the extent that you have paid any fees and disbursements to us on account we will account to you for such interest but will otherwise be entitled to retain it.
- (b) We reserve the right to deduct our costs from any monies received by us on your behalf and to hold all or part of any such monies pending agreement and payment of our costs.
- (c) An order for costs against another party does not end your responsibility for our fees. If and when costs previously paid by you are recovered from the other party we will refund the amount recovered less any recovery costs.
- (d) If Court proceedings (as distinct from negotiations) are issued or defended on your behalf it is likely that you will have to pay your opponents costs as well as your own if for any reason, including withdrawing, you lose your case.
- (e) If for any reason your our costs fail to be paid by another party, this does not end your responsibility for our fees which will be calculated in accordance with clause 5 above even where the other party has to pay part only of our costs or where you are unable for any reason to obtain payment from any other party.

## **8. INTEREST PAYMENTS**

- (a) If we hold money on your behalf, and subject to the Solicitors Accounts Rules 1998, interest will be calculated and paid to you. Such interest will be calculated and paid at the rate applicable.

- (b) Where you obtain money from a lender we may ask the lender to arrange for the advance to be received by us at least four working days prior to the completion date to ensure that cleared funds are available in time for completion. The lender may charge you interest from the date of issue of the cheque.

## **9. COMMUNICATIONS**

We will communicate with you by any method which you specifically request, failing which by any method we consider appropriate. We may need to check discs and e-mails for viruses. When we consider it appropriate, we will communicate with other by fax and e-mail as appropriate on your behalf unless you inform us that you do not wish us to do so. We cannot accept responsibility for the security of correspondence sent by e-mail or fax.

## **10. DISCLOSURE**

We are professionally and legally required to keep your affairs confidential. However, solicitors may be required by statute to make a disclosure to the Serious Organised Crime Agency where they know or suspect that a transaction may involve money laundering or terrorist financing. If we make a disclosure in relation to your matter, we may not be able to tell you that a disclosure has been made. We may have to stop working on your matter for a period of time and may not be able to tell you why. Solicitors cannot disclose information about a Client's affairs without the Client's authority. By signing these terms and conditions and returning them to us you authorise us to disclose all information which we have in relation to your matter to other parties as appropriate and to their agents and advisers. You may withdraw this authority at any time but if you do so you should appreciate that we may inform other parties that this authority has been withdrawn.

## **11. DATA PROTECTION ACT**

We may use your personal information together with other information for providing legal services, marketing, administration and training. We may also keep your information for a reasonable period for marketing purposes in order to contact you about our services, although you may decide at that time that you no longer wish to receive marketing material. We also perform some processing of data protection for purposes which are regulated by law e.g. money laundering checks. In some cases we will need to process sensitive personal data such as medical records for the above purposes. As part of our risk management strategy we also reserve the right to carry out a financial status check on prospective clients. By signing these terms and conditions you are giving your consent to the above processing activities and such other activities as may be necessary to enable us to provide the legal services or as may be required by law from time to time. If you give us information about another individual for business purposes, you do so on the basis that the individual has agreed, and has consented to the processing of his or her personal data including sensitive personal data.

We use the information you provide primarily for the provision of legal services to you and related purposes including: updating and enhancing client records analysis to help us manage our practice statutory returns, legal and regulatory compliance. Our use of that information is subject to your instructions, the Data Protection Act 1998 and our duty of confidentiality. Please note that our work for you may require us to give information to third parties such as expert witnesses and other professional advisers. You have 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 the office in writing.

## **12. TAX ADVICE**

Any work which we do for you may involve tax implications or necessitate the consideration of strategic tax planning. We may not be qualified to advise you about the tax implications of a transaction which you instruct us to carry out or the likelihood of them arising. If we are not able to advise you, it may be necessary for you to seek and identify an appropriate source of assistance. We will only provide you with our advice on tax matters where we are specifically requested to do so.

### 13. **FINANCIAL SERVICES**

We are not regulated by the Financial Services Authority (FSA) therefore if during a transaction you need financial or investment advice, we are able to refer you to someone who is authorised by the FSA

We are not authorised by the Financial Services Authority. However, we are included on the register maintained by the Financial Services Authority so that we can carry on insurance mediation activity, which is broadly the advising on, selling and administration of insurance contracts. This part of our business, including arrangements for complaints or redress if something goes wrong, is regulated by the Solicitors Regulation Authority. The register can be accessed via the Financial Services Authority website at [www.fsa.gov.uk/register](http://www.fsa.gov.uk/register).

In the event that you are unhappy with any advice you receive from us, you may complain to the Solicitors Regulation Authority at [www.sra.org.uk](http://www.sra.org.uk); which is the independent regulatory arm of the Law Society, our designated professional body, or to the Legal Ombudsman at [www.legalombudsman.org.uk](http://www.legalombudsman.org.uk).

### 14. **STORAGE OF PAPERS AND DEEDS**

- (a) At the end of a transaction or case, we will retain your file of papers for such a period as we shall deem appropriate, with regard to guidelines laid down by the Solicitors Regulation Authority. You should ask for the return of any documentation that you require at the end of the matter. After that time, storage is on the understanding that we have the right to destroy the file after such period as we consider reasonable or to make a charge for storage if we ask you to collect your papers and you fail to do so. We are entitled to hold papers pending payment of any outstanding fees due to us.
- (b) We provide a safe custody service to clients in respect of Wills, Deeds and other Securities and no charge will be made for storing such items unless prior written notice is given to you of a charge to be made from a future date to be specified in that notice.
- (c) Where we retrieve from storage stored papers, Wills, Deeds or securities in connection with continuing or new instructions to us to act in connection with your affairs normally no charge will be made for such retrieval. However, we reserve the right to make an administration charge based on time spent in retrieving and any perusal of correspondence or other work necessary to comply with the instructions given by or on behalf of a client or former client for whose papers, Wills, Deeds and Securities are stored.

### 15. **FUTURE INSTRUCTIONS**

Unless otherwise agreed and subject to the application of then current hourly rates these Terms and Conditions of Business shall apply to any future instructions, which you give us. Although your continuing instructions in this matter will amount to an acceptance of these terms and conditions, it will be helpful if you will please sign and return one copy for us to retain on our file.

### 16. **CANCELLATION OF CONTRACTS/DISTANCE SELLING**

Under certain Regulations you may have the right to cancel instructions within 7 working days of the date on which you asked us to act for you. This applies in particular where we may visit you at home or work before we commence any work on your behalf. The relevant notice is attached to these terms and conditions. **In the event that we have visited you at home or at a work please read the attached notice before we begin acting for you.**

### 17. **OUR COMPLAINTS POLICY**

We are committed to providing a high quality legal service to all our clients. When something goes wrong we need you to tell us about it. This will help us to improve our standards. If you have a concern about the way in which your business is being handled please do not wait until the matter becomes serious. If you are in any way unhappy with the services that we are providing we want to know as soon as possible. Should you have a concern would you please do the following:-

- (a) Bring your concern to the attention of the fee earner who is handling your matter.
- (b) In the event that you still do not feel that your concern has been properly dealt with, then please contact Nigel Jenkins, who is the Director in charge of client care within our practice.
- (c) We will then send you a letter acknowledging your complaint which we will ask you to confirm or explain the details set out. You can expect to receive our letter within two days of us receiving notification of your concerns.
- (d) We will record your concerns in our central register and open a separate file for your concern. We will do this within 1 day.
- (e) We will then start to investigate your complaint. This will normally involve the following steps:-
  - (i) The Complaints Director will interview the member of staff concerned.
  - (ii) He will ask the member of staff who acted for you to reply to your concern within 5 days.
  - (iii) He will then examine their reply and the information in your file. This will take up to 3 days from receiving their reply in the file.
  - (iv) You will then be invited to a meeting which you may discuss your concerns with our complaints director. Within 2 days of the meeting the complaints director will write to you to confirm what took place and any solutions that he or she has agreed with you. At this time you will be sent a detailed reply to your concerns. This will include suggestions for resolving the matter.
  - (v) If at this stage you are not satisfied please contact us again and we will arrange to review our decision. We will then arrange for someone who is not connected with the complaint to review the decision and then respond to you within 10 days.

If for any reason we are unable to resolve the problem between us then, after 6<sup>th</sup> October 2010, you may ask the Legal Ombudsman at [www.legalombudsman.org.uk](http://www.legalombudsman.org.uk) to consider your complaint. Normally you would need to complain to the Ombudsman within six months of receiving a final written response from us about your complaint.

## **18. FURTHER INSTRUCTIONS**

Unless otherwise agreed and subject to the application of the then current hourly rate these Terms and Conditions of Business shall apply to any future instructions which you give us. Although your continuing instructions in this matter will amount to an acceptance of these terms and conditions, it will not be possible for us to start work on your behalf until one copy has been signed and returned to us to be retained on our file.

## **19. BANKING ARRANGEMENTS**

In accordance with the requirements of the Solicitors Accounts Rules 1998 (or as amended) we will deposit any money which we hold on your behalf with Barclays Bank PLC. In the event that Barclays Bank PLC becomes insolvent or ceases trading for whatever reason we accept no liability to you for the loss of your money which we have deposited with Barclays Bank PLC

## **20. INSURANCE MEDIATION ACTIVITY**

We are not authorised by the Financial Services Authority. However, we are included on the register maintained by the Financial Services Authority so that we can carry on insurance mediation activity, which is broadly the advising on, selling and administration of insurance contracts. This part of our business, including arrangements for complaints or redress if something goes wrong, is regulated by the Solicitors Regulation Authority. The register can be accessed via the Financial Services Authority website at [www.fsa.gov.uk/register](http://www.fsa.gov.uk/register).

In the event that you are unhappy with any advice you receive from us, you may complain to the Solicitors Regulation Authority at [www.sra.org.uk](http://www.sra.org.uk); which is the independent regulatory arm of the Law Society, our designated professional body or to the Legal Ombudsman at [www.legalombudsman.org.uk](http://www.legalombudsman.org.uk).

**21. DEFECTIVE TITLE INSURANCE**

- (a) There may be a situation in your transaction where we feel it would be prudent for you to take out this insurance. When we reach the stage in your transaction where we consider it prudent to advise you to take out insurance we will inform you. We will also inform you of the identity of the Insurance Company we recommend.
- (b) When we recommend a policy we will have ensured that you have no insurance of your own which would cover this situation.
- (c) The policy of insurance which we have recommended will cover you for the risk concerned and will provide the appropriate level of cover.
- (d) We are not tied to any one Insurance Company. We receive no commission from any insurance company.

We reserve the right to increase our fees as per our quotation if there is a need to provide such a policy on your behalf.

**22. LEGAL EXPENSES INSURANCE (AFTER THE EVENT) / “NO WIN NO FEE”**

- (a) We may decide that to advise you under a Conditional Fee Agreement (“No Win No Fee”) is the most appropriate way of funding your case. This means that if you win your claim, you pay our basic charges, our disbursements and a success fee. The amount of these is not based on or limited by the damages. You can claim from your opponent part or all of our basic charges, our disbursements, a success fee and insurance premium. If you lose your claim, you pay your opponent’s charges and disbursements. You may be able to take out an insurance policy against this risk. This is known as an After the Event policy.
- (b) When we reach the stage in your claim where we consider it prudent to advise you to take out an insurance policy against the risk of having to pay your opponents charges we will inform you. We will also inform you of the identity of the Insurance Company we recommend.
- (c) When we recommend a policy we will have taken the following steps in recommending this policy to you:-
  - We will have ascertained that you are not a member of a Trades Union
  - We will have ascertained that you have no Legal Expenses Insurance or any other form of insurance to cover your opponents’ charges.
  - We will have concluded that an ATE policy is the appropriate form of insurance policy in your case.
- (d) The policy of insurance which we have recommended will cover you for up to £15,000.00 worth of your opponents’ legal costs. We consider this to be sufficient. If we consider that additional cover is required we will inform you.
- (e) We are not tied to any one Insurance Company. We receive no commission from any insurance company.

**23. EQUALITY AND DIVERSITY**

Hughes Jenkins Solicitors is committed to promoting equality and diversity in all of its dealings with clients, third parties and employees. Please contact us if you would like a copy of our equality and diversity policy.

**24. LIEN/RETENTION OF FILES**

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.

**25. TERMINATING THE RETAINER**

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 fees and expenses. We may decide to stop acting for you only with good reason, e.g. if you do not pay an interim bill or there is conflict of interest. We must give you reasonable notice that we will stop acting for you. If you decide that we should stop acting for you, you will pay our charges up until that point.

**26. MONEY LAUNDERING**

The law requires solicitors to get satisfactory evidence of their clients and sometimes people related to them. This is because solicitors who deal with money and property on behalf of their client can be used by criminals wanting to launder money. To comply with the law, we need to get evidence of your identity as soon as possible. If you cannot provide the specific identification required, please contact us as soon as possible to discuss other ways to verify your identity.

**IMPORTANT NOTICE –PLEASE READ**

Liability of Hughes Jenkins Solicitors/Hughes Jenkins

The instructions you have given us create a contract for our provision of legal services to you. We have a duty to work for you with reasonable care and skill. Our advice and services are for your benefit only and may not be used or relied on by anyone else.

Hughes Jenkins Solicitors and Hughes Jenkins are the trading names of Hughes Jenkins Limited which is a company limited by shares registered in England and Wales registered office at 27a High Street Aberdare CF44 7AA company number 5351419. This is a body corporate that has shareholders and directors.

There is no contract between you and any director, consultant or member of staff of Hughes Jenkins Limited. Your contract is only with Hughes Jenkins Limited. Any advice given to you, or any other work done for you, by any of our directors, consultants or staff is given or done by that person on behalf of Hughes Jenkins Limited and not in his or her individual capacity. No such person assumes any personal responsibility to you for the advice or work.

You agree that if, as a matter of law, any of our directors or staff or consultants would otherwise owe you a duty of care that duty is excluded from our contract with you. You agree that you will not bring any claim against any of our directors or staff or consultants for any matter arising in any way out of providing the services to you.

Accordingly, by engaging us to work for you will accept that you have done so on the basis of these Terms and Condition of Business and that you accept that any claim you wish to make can only be made against Hughes Jenkins Limited and not against a director shareholder staff member or consultant of Hughes Jenkins Limited.

You also agree that in the services we will provide to you, including in particular those described in any engagement letter we send you at the start of a matter, our total liability at law to you for losses will not exceed any amount stated in the engagement letter. Also excluded is any consequential or indirect loss, whether or not it might have been foreseeable at the start of the matter.

The limitations and exclusions on liability in this section will not apply to any liability for death or personal injury caused by our negligence or for any other liability that cannot lawfully be excluded or limited.

**I have read understood and accept the Terms and Conditions of Business set out above.**

Signed .....

Dated .....

Ref:

## **Notice of Right to Cancel**

This Notice has been provided to you because you have offered to enter into a contract to which the *Cancellation of Contracts made in a Consumer's Home or Place of Work Regulations 2008* ('the Regulations') would apply. The contract would be for the supply to you of goods or services. The person who would provide the goods or services is referred to in the Regulations as 'the trader'.

Under the Regulations, you have the right to cancel this contract if you wish to do so. This Notice explains how to exercise this right. It also gives you other information that is required by the Regulations.

In order to exercise your right to cancel the contract, you need to deliver or send a cancellation notice, that is, a written notice that you wish to cancel the contract. You can use the cancellation form provided below if you wish, but you do not have to do so. You can send your notification by email if you prefer.

Any cancellation notice should be delivered or sent to **Hughes Jenkins Solicitors** at 27 A/B High Street Aberdare CF44 7AA

You have 7 days in which to serve a cancellation notice. The period of 7 days begins with the date when you receive this Notice. This 7 day period is referred to in the Regulations as 'the cancellation period'.

Under the Regulations, a cancellation notice is treated as being served as soon as it is sent or posted to the trader. A cancellation notice sent by electronic communication is treated as being served from the day when it is sent to the trader.

If you agree in writing that the performance of this contract should begin before the end of the cancellation period, then even if you cancel the contract you may still be required to pay for goods or services supplied before the cancellation.

If you enter into a related credit agreement, then that agreement will be automatically cancelled if the contract is cancelled. A 'related credit agreement' means an agreement under which fixed sum credit which fully or partly covers the price under the contract is granted to you by the trader or by another person under an arrangement made between that person and the trader.

The identity of the trader providing goods or services under this contract is **Hughes Jenkins Solicitors**

This Notice is dated 17 September 2010

If you wish to cancel the contract you **MUST DO SO IN WRITING** and deliver personally or send (which may be by electronic mail) this to the person named below. You may use this form if you want to but you do not have to.

-----Tear Here -----

Complete, detach and return this form **ONLY IF YOU WISH TO CANCEL THE CONTRACT**.

To: Hughes Jenkins Solicitors

I/We \_\_\_\_\_ hereby give notice that I/we wish to cancel my/our contract with Hughes Jenkins Solicitors

Signed

Name and Address

Date