



Client Care

Financial Information



Costs

The estimation of costs will be set out in the correspondence that you will receive from the firm after getting your instructions - you will be regularly updated regarding your costs throughout the duration of the matter and all work done by Kidwells Law Solicitors is charged on an hourly basis, unless either a fixed fee, insurance funding or Conditional Fee Agreement has been agreed.

You will have been advised at the time of your original instructions or shortly thereafter of the identity of the fee-earner responsible for your matter, together with details of the applicable hourly rate or written estimate. Should your instructions be to work outside office hours or cause us to do so, then our hourly rate increases, you will be informed of this in your original instructions.

You will be invoiced/billed on a regular basis via email unless otherwise agreed. This is to help you budget and not a request for payment, they are there to advise you on the work we are completing on your behalf. The invoices/bills, which will include a breakdown of costs, will be sent directly from our accounts department, who can be contacted by email: Finance@KidwellsSolicitors.co.uk. It is the client's responsibility to keep us updated of any changes to their contact details.

If there is no money held on account, whether interim or final, the invoices/bills are payable within 7 days of receipt, and we reserve the right to cease acting for you if we do not receive payment in accordance with these terms. You will be deemed to have received the invoice/bill within 3 working days of the invoice/bill date.

Expenses will be charged at cost. Our costs are calculated by reference to the time any members of staff spend on your matter in respect of any work carried out on your behalf. All charges, including our fees and payments made to third parties, are subject to VAT at the appropriate rate.

Time is recorded in units, 1 unit is equivalent to 6 minutes. This may include:

- Meetings with you and perhaps other authorised persons on your behalf;
- Reading, preparing and working on papers;
- Making and receiving:
 - Telephone calls.
 - Emails.
 - Text messages.
- Preparation of any detailed costs estimates, schedules and invoices/Bills;
- Time necessarily spent travelling away from the office on your behalf.

Should your file be complex to cost, you may incur charges for the costing. Our accounts rates are £95 plus VAT per hour. Should this type of file costing be necessary, we will advise you. We accept all methods of payment for our charges, expenses and disbursements and are happy to discuss this with you. Monies due to you from us will be paid by cheque or bank transfer but not in cash and will not be made payable to a third party.

Expenses e.g. rail and air travel at cost, car at a flat rate of £0.45 per mile car parking and overnight accommodation if required.

Charges may also be applied for photocopying at £0.25 per copy for black and white and £1 per copy for colour and time taken for copying by an assistant; assistant rates being £95.00 per hour and facsimile charges together with other incidental expenses. These charges are made due to documents and bundles potentially being needed and relied on at court, if they are incorrectly done it may influence your matter.

If a client is required to complete identity checks, an electronic search will be conducted. The fees for this service are as follows:

- £17.05 (exclusive of VAT) for individual clients. If your matter relates to Conveyancing, an additional charge of £6.30 will apply.
- £17.15 for business clients, plus the relevant ID verification charge for the company's directors as outlined above.

Normally rates are reviewed with effect from 1st January each year. If a review is carried out before this matter has been concluded, we will inform you of any variation in the rate before it takes effect.

In addition to the time spent, we may take into account a number of factors including any need to carry out work outside our normal office hours, the complexity of the issues, the speed at which action has to be taken, and any particular specialist expertise which the case may demand. An increase in the rates may be applied to such factors and we will notify you prior to undertaking the work should this occur.

Should any transaction or matter not proceed, we will make a charge for our time and any payments to others and fixed costs incurred.

Disbursements

Payments to others will be invoiced/billed as and when they are incurred, we reserve the right to require payment in advance (and will normally do so for any substantial payment to others).

This firm cannot pay out money on your behalf until we are in possession of cleared funds. We must therefore receive any cheques at least ten clear days before the money is due to be paid out. If a longer clearance period is required, we shall advise you nearer the date. Bankers drafts have much shorter clearance times than personal cheques and CHAPS or BACS funds automated transfers from your bank to ours are preferable to cheques.

Non-Payment of Costs

In the unlikely event of any invoice/bill or request for payment not being met, the firm must reserve the right to stop acting for you. Should court action become necessary to recover any unpaid and due invoices/bills, you agree to refund the costs of such action plus interest, as above.

We are entitled to settle your outstanding invoice(s)/bill(s) from monies received or held on your behalf. If we are not

paid in accordance with our agreed terms, we shall also be entitled to: recovering any costs, expenses, or disbursements we incur in collecting the overdue amount.

We reserve the right to charge 8% per annum on any outstanding invoices/bills. The Law Society of England and Wales is a designated professional body for the purposes of the Financial Services and Markets Act 2000. The Solicitors Regulation Authority is the independent regulatory arm of the Law Society.

Cost Complaints

If you have any queries about your invoice/bill you should in the first instance discuss it immediately with the person dealing with your matter. If this does not resolve the matter to your satisfaction through our internal procedures, then you have the right to ask the Court to assess our invoice/bill to see if it is fair and reasonable under sections 70 to 72 of the Solicitors Act 1974. We must receive your objections to the amount of the invoice/bill within one month of the delivery of the invoice/bill.

If we have taken our costs from money being held on your behalf and tell you of your right to object to our invoice/bill, then you are required to submit your objections in writing within one month of the date that you received the invoice/bill.

Either you or we can apply for the invoice/bill to be assessed. This is a legal term which means the Court will review your invoice/bill. Assessment is a complicated process and you should talk to an independent Solicitor before going ahead. As with all Court proceedings, assessment is likely to involve you paying Court costs. Even if your bill is reduced you may still have to pay your own costs and our costs. The Court will decide this. There are strict time limits for assessments. For example, if you:

- (a) Apply to the Court within one month of having received your invoice/bill, the Court will always allow assessment to go ahead;
- (b) Apply between one and twelve months of receiving the invoice/bill and you have not paid the Court may order assessment to go ahead;
- (c) Have paid your invoice/bill and it is more than twelve months since you received it, you can no longer challenge the invoice/bill.

Costs Risks

If your matter turns litigious (see glossary) it is difficult to give you an accurate figure as to the amount of costs involved. In addition to the time spent, we may take into account a number of factors which include:

- The complexity of the issues;
- The speed at which action must be taken;
- The expertise or specialist knowledge that the case requires; and the value of the property or subject involved.

Litigation carries cost risks which can work for or against you depending upon whether you win or lose. You will be informed

of the initial risks in your matter and should they differ, you will be informed as soon as this becomes apparent.

It is also imperative that you bear in mind that even if you win your case it does not automatically mean that you will be able to recover the money, or any costs that you may be awarded. We will do our best to assess with you the likelihood of your being able to recover money if you win, but ultimately it will all depend upon your opponent's ability to pay.

Even if you win your case and you are entitled to costs, this will not necessarily mean that you will be entitled to recover all of the costs even though you will still have to pay for the work that we have carried out on your behalf.

For a variety of reasons there may be some shortfall between the actual costs incurred, and the costs that are recoverable. This will be discussed with you as the case progresses.

Please check your home insurance documents/any insurance you may hold as to whether legal expenses cover is included as you may be entitled to legal services under your insurance.

Commission

If we receive commission that exceeds £20, we will retain such commission unless we have agreed otherwise with you in writing in advance. If you terminate a policy or investment where commission has been allowed or paid to you, we will possibly ask you to repay the commission.

Limitations of our liability

The following provisions set out our entire financial liability to you. You acknowledge and agree that you shall only be entitled to make a claim against us and not against any individual employee or consultant engaged by us. Our liability for losses suffered by you arising under or in connection with the provision of our services, whether in contract, tort (including negligence), breach of statutory duty, or otherwise (including our liability for the acts or omissions of our senior management, employees and any appointed representatives) shall be limited to £3,000,000 per claim.

Any claim or series of claims arising from one act, error, omission, incident, or original cause shall be considered to be one claim. We shall not be liable to you for any loss of profit or loss of business whether directly or indirectly occurring and which arises out of or in connection with the provision of our services. Nothing in this paragraph shall exclude or limit our liability for death or personal injury caused by our negligence or for loss by our fraud, fraudulent misrepresentation or breach of regulatory obligations owed to you. You are welcome to contact us to discuss increasing the limitations of our liability and or varying the exclusions set out above.

Third Party Services

If during this transaction you need advice on investments, we may have to refer you to someone who is authorised by the Financial Conduct Authority, as we are not. However, as we are

regulated by the Solicitors Regulatory Authority and we may be able to provide certain limited investment services where these are closely linked to the legal work we are doing for you.

When we are asked to recommend the services of a third party (such as an advisor authorised by the Financial Conduct Authority, a surveyor, a trade mark agent, accountant or foreign lawyer) we shall always do so in good faith. However, no warranty is given in respect of the standing, ability or the quality of the services of the third party. We do not accept liability for that third party's services and you will have a contract with that third party, but not with us in respect of that third party's goods or services. You will be responsible for the fees and expenses of that third party.

Client Money

It is normal practice to request for monies to be paid on account before commencing the agreed work. Any payment on account of costs is client money and will be held in a client account until an invoice/bill has been submitted to you.

Money is preferred by bank transfer but cheque payment and cash is also accepted. The Practice's policy on cash receipts is influenced by its responsibilities under money laundering legislation. It is at our discretion whether to accept cash. When we hold money on your behalf, we will generally account to you for interest in accordance with rules laid down by the Law Society. Interest will not normally be paid to you whilst any invoice/bill remains outstanding. The SRA Accounts Rules require us in certain circumstances to pay to you money in lieu of interest on funds which we have held in our client account of your behalf.

Please note that our terms are in line with the advice provided by The Law Society and SRA guidelines.

Once your matter is complete, there may be client monies remaining due to suspected expenses not being incurred, despite all endeavours, it may not be possible to trace you, the client, in such circumstances and on the authority of a Director and the COFA, the balance may be paid to the Law Society Charity or other suitable recognised charity who will undertake to repay the money to the Practice if the client is subsequently traced.

Interest

When we hold money on your behalf, we will generally account to you for interest in accordance with rules laid down by the Law Society.

Interest will not normally be paid to you whilst any invoice/bill remains outstanding. The SRA Accounts Rules require us in certain circumstances to pay to you, money in lieu of interest on funds which we have held in our client account of your behalf.

No payment in lieu of interest will be paid in the following circumstances:

- If the amount of interest is £50 or less (we consider that the auxiliary administrative costs of dealing with

the funds would exceed the interest due) unless in the Firm's sole discretion it chooses to do so;

- If our principal deposit account bank's base rate is below 0.5%;
- If the rate offered to Kidwells by our principal deposit bank is less than 0.5%;
- If we hold funds for the payment of a professional disbursement;
- If there is an agreement to contract out of the terms of this policy specifically agreed in writing (and we agree)
- If we advance funds into our general client account to fund a payment on your behalf in excess of funds already held for you in that account; or
- We hold cleared funds not exceeding the amount shown below for a time period not exceeding the period shown below:
 - £1,000 for eight weeks (40 working days)
 - £2,000 for four weeks (20 working days)
 - £10,000 for two weeks (10 working days)
 - £20,000 for one week (5 working days)

Any amount of interest payable will commence no earlier than holding client monies for one week (5 working days).

The interest will run from the date upon which any funds you send to us clear in our client bank account until the date we issue any cheque from our client account. This interest will be paid to you gross (i.e. without any deduction or tax.) It will be your responsibility to account to the Inland Revenue for any tax due on this interest.

Please note that our terms are in line with the advice provided by The Law Society and SRA guidelines. Solicitors Regulation Authority (SRA) rules state: "You account to clients or third parties for a fair sum of interest on any client money held by you on their behalf. You may by a written agreement come to a different arrangement with the client or the third party for whom the money is held as to the payment of interest, but you must provide sufficient information to enable them to give informed consent."

More information is online here: <https://www.sra.org.uk/solicitors/standards-regulations/accounts-rules/>

The Law Society states: "Where interest is payable, you must ensure that your clients gain a fair rate of interest on their money, but you do not need to obtain the best rate (see rules 7.1 and 7.2 SARs). You should check the interest rates paid on client accounts and consider whether it is appropriate to change deposit-taking institutions in the light of the deals available."

In summary, interest is obtained on a fair rate, unless otherwise specified with your Fee Earner. If we receive cheque(s) for you, they must be cleared through our bank before we pay you. Money received on your behalf, such as a settlement amount recovered from third parties, their solicitors or insurers will be paid into our client account. The signing of a copy of the contract will act as your authority for this firm to receive on your behalf all such monies, to pay to this firm any disbursements that have been paid on your behalf and any invoiced/billed costs for work that we carried out for you.

In summary, interest is obtained on a fair rate, unless otherwise specified with your Fee Earner.

KIDWELLSSOLICITORS.CO.UK

CALL THE HEREFORD OFFICE

01432 278179

CALL THE BRISTOL OFFICE

0117 4350014.

CALL THE CHELTENHAM OFFICE

01242 399352

24/7 CRIMINAL DEFENCE LINE

07773283323

OFFICE HOURS

Monday to Friday 07:30 – 17:30

EMAIL US

info@kidwellssolicitors.co.uk

**WE ARE AUTHORISED AND
REGULATED BY THE SRA (SOLICITORS
REGULATIONS AUTHORITY)**

Hereford SRA No. 535081
Bristol SRA No. 8007895
Cheltenham SRA No: 8004605

VAT NO.

932117255

INSURANCE

W R B Underwriting / Zurich Insurance PLC
FINPE2450200
Renewed annually from 1st October

Kidwells Solicitors is a trading name of Kidwells Law Solicitors Ltd. A list of directors is available for inspection at the registered office, Kidwells Law Solicitors Ltd does not accept service by email of court proceedings, other processes, or formal notices of any kind, without specific prior written agreement.

This document highlights essential financial information for our clients, but it does not replace the Terms of Engagement, Privacy Policy, or Client Care Letter.

Document revised on 16/10/2024



ABOUT KIDWELLS

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Helping You Build A Better Future

Kidwells Solicitors works to empower our clients, whether business or individuals. We work to make a real difference in the lives of our clients. This is why we provide a cost-effective, honest, and proactive approach to legal advice.

Our regular assessments by the Law Society provide you with the confidence that you have made the right choice for legal services.

HEREFORD ADDRESS

Kidwells House
4 Coldnose Road
Rotherwas Industrial Estate
Hereford
HR2 6JL

BRISTOL ADDRESS

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GL50 3SH

