



Client Care Terms of Engagement



Kidwells
Solicitors



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.

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 information, including the Terms of Engagement, but does not replace the Financial Information document, Privacy Policy or Client Care Letter.

I would definitely recommend this company, no hard sell, informative and very friendly. When you are worried about a legal matter facing you that was not of your own doing, you feel vulnerable and scared and speaking to [them] assists you to see the issue with more clarity. Thank you.

– Mary Hill

Contact us

-  Hereford Office: 01432 278179
-  Bristol Office: 0117 4350014
-  Cheltenham Office: 01242 399352
-  24/7 Criminal Defence Line: 07773283323
-  info@kidwellssolicitors.co.uk

Hereford Address:

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

Bristol Address:

Finzels Reach
Generator Building
Bristol
BS1 6BX

Cheltenham Address:

Festival House
Jessop Avenue
Cheltenham
GL50 3SH

We are authorised and regulated by the SRA (Solicitors' Regulation 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

Working With Us

When you instruct a law firm to represent you or provide a service, you are describing the type of work that you want them to do for you. It can be daunting trying to find the right one for you or your business and making sure everything goes smoothly. It's important that you feel confident and well informed. All of our telephone calls are recorded for monitoring and training purposes. Conferences are audio recorded to ensure accurate notes and instructions are taken.

To get the best outcome, it is important to make sure you:

- Are clear with the firm about what you want to happen and what we are going to do for you;
- Understand the costs involved of any instructions you give the firm;
- Take notes of all conversations you have with the firm including:
 - who you spoke to,
 - when you spoke to them,
 - what was said, and
 - any future actions that were agreed, including deadlines.

You will need to:

- Provide clear, timely and accurate instructions;
- Provide all documentation required to complete the transaction in a timely manner;
- Safeguard any documents that are likely to be required for discovery;
- Agree to pay the charges, expenses, disbursements and costs as agreed; and
- Tell us as soon as possible of any new information or a change in your objectives.
- These obligations run for the entirety of your matter. Failure or refusal to provide such information will damage your case and is likely to result in the firm ceasing to act for you.

Dealing with Your Matter

Regular Communication

We will update you by telephone or in writing (including email) with the progress of your matter regularly.

- We will communicate with you in plain language;
- We will explain to you what legal work is required, either by telephone or in writing (including email) as your matter progresses; and
- We will advise you of circumstances and risks of which we are aware or consider to be reasonably foreseeable that could affect the outcome of your matter.

If you require more contact from us we can provide a fortnightly or even daily telephone calls - this will, of course, be factored into costs. If you call the office, your instructed Paralegal, Senior Paralegal, Chartered Legal Executive, Trainee Solicitor (SQE) & (Apprentice), Solicitor, will not always be in the position of being able to speak

to you due to court appearances or client meetings. There will always be a member of the support staff who will be able to take your call.

Communication is key. It's important to remember that your method of communication can and will effect costs.

People Dealing with Your Matter

Legal Team

The Kidwells Solicitors legal team can include Paralegal, Senior Paralegal, Chartered Legal Executive, Trainee Solicitor (SQE) & (Apprentice), Solicitor. When you instruct us, we will confirm who will be working on your matter and who they are supervised by.

Support Staff & Legal Secretaries

A legal secretary in the same department will also be conversant with your matter as they will be responsible for correspondence to you and the other side. The Finance Department will be aware of your file in order to cost it. Support staff provide reception, marketing, administrative, and other duties.

Other Members of Staff

Depending on the work or other obligations, other key members of staff might contact you. This could be a simple matter of keeping our records up to date or discussing any questions or feedback you have.

In the event that your Paralegal, Senior Paralegal, Chartered Legal Executive, Trainee Solicitor (SQE) & (Apprentice), Solicitor is unable to continue handling your matter, you will be promptly notified with an explanation and updated on who will be working on your matter.

Terminating Your Instruction

You may terminate your instructions to us in writing at any time if you choose. In most cases, you are still responsible for all costs incurred.

This may be because you have decided to resolve matters yourself, our services are no longer necessary, or you have lost confidence in how we are carrying out your work. We will be entitled to retain all your papers and documents while there is money owing for any charges and expenses.

Cooling Off Periods - in some circumstances a fourteen day cooling off period will apply. Please see below for more details.

In some circumstances, we may decide to stop acting for you. For example, if you cannot give clear or proper instructions on how we are to proceed; or if you have not paid any interim or final invoice when requested to do so. We may decide to cease acting for you only with good reason.

We must give you reasonable notice that we will cease acting for you which will be determined with regard to all of the circumstances that exist at the time notice is given. If you or we decide that we are no longer to act for you, you will be liable to pay our charges up to the date we cease acting.

We will store our file of papers (except any of your papers which you ask to be returned to you) on the understanding that we have the right to destroy it six years after archiving the matter in question. We do not destroy documents which you ask us to deposit in safe custody.

Cooling Off Period

If you are a private individual, your instructions do not relate to your business, we did not meet you when we took your initial instructions or we met you away from our premises then the Consumer Contracts (Information, Cancellation & Additional Contracts) Regulations 2013 will apply.

When this applies, you are entitled to change your mind and to cancel this instruction within fourteen days of returning your client care letter to us. This is commonly referred to as a Cooling Off Period.

**Questions, comments, cancellations, concerns?
Contact us.**

**Kidwells Solicitors Hereford Office,
Kidwells House
4 Coldnose Road
Rotherwas Industrial Estate
Hereford
HR2 6JL**

**Kidwells Solicitors Bristol Office,
Finzels Reach
Generator Building
Bristol
BS1 6BX**

**Kidwells Solicitors Cheltenham Office,
Festival House
Jessop Avenue
Cheltenham
GL50 3SH**

**info@kidwellssolicitors.co.uk
Hereford Office: 01432 278179
Bristol Office: 0117 4350014
Cheltenham Office: 01242 399352**

We therefore have two options:

1. We can wait and start work on your matter at the end of the fourteen day period; or
2. You can instruct us to proceed immediately.

If you instruct us to proceed immediately and we complete the work covered by the client care letter then you will lose your right to cancel. If you instruct us to proceed and we have started but not completed the work covered by this letter then you will still be entitled to cancel but we shall be entitled to charge you for the work we have done in the meantime.

If you wish to cancel your instruction, you can email or write to us at the addresses given on your client care letter prior to the end of the fourteen day period to tell us. You need not give any reason.

Your Data & Confidentiality

It is our duty of confidentiality to a client to keep their affairs confidential and to act in the best interests of each client. We are expected to provide a proper standard of service to our clients and behave in a way that maintains the trust the public places in us as a legal service.

We take the safety and security of your information very seriously and ensure that it is protected using industry leading methods.

- We only hold information about you that is absolutely necessary and you have the choice about how that information is used. For example, marketing communications are strictly opt in.
- Your personal information will be retained for at least six years after your matter has concluded, or potentially longer depending on the type of work we are undertaking, as in accordance with all relevant GDPR, Data Protection and SRA Rules and Regulations.

For full details of our privacy policy visit our website kidwellssolicitors.co.uk/company-privacy-policy or contact us to ask for a digital or print copy.

- We will regularly inform you of the information we hold about you and provide the opportunity to update and amend this as necessary.
- You can request a copy of the information we hold about you at any time.

Non-Disclosure

There are occasions when our duty to keep information regarding one client confidential could conflict with the duty to disclose information about another. Such circumstances could constitute a conflict of interest. In this circumstance, the rule of confidentiality is that we cannot act for the second client.

Disclosure

Unless a client gives consent to disclosure, confidential information may only be disclosed where the law permits; for example, in some circumstances we are required by law to disclose the potential commission of a criminal offence by our client, such as money laundering.

The circumstances in which confidentiality can be overridden are rare. We do have certain powers or duties to disclose matters to the Courts in relation to proceedings or to third parties where they are acting on behalf of a client, such as an attorney appointed under a power of attorney or a Court appointed Deputy where the disclosure falls within the scope of their authority.

Who Has Access to Your Information and Why?

On a day-to-day basis various legal staff have access to your file and therefore your information to be able to process your matter. This way your matter is dealt with more quickly and should you have a query, we are able to answer you immediately. These include:

- Your Paralegal, Senior Paralegal, Chartered Legal Executive, Trainee Solicitor (SQE) & (Apprentice), Solicitor
- The secretary for that department or a deputy in their absence
- Finance staff for raising invoices, dealing with payments, credit control
- Reception will take your initial enquiry with contact details
- A member of the administration team will input your enquiry on to the system and will update information as and when required

We monitor the professional standard of our work and bodies such as the Law Society and auditors periodically inspect our work. This means that it may be necessary for a small number of our files to be audited by external examiners to ensure that we maintain our quality systems.

Anti-Money Laundering

For each new client or returning clients with a new instruction, government regulations mean you must prove who you are. We have to go through Anti Money Laundering (AML) checks.

Unfortunately professional businesses, like solicitors' firms, are attractive to criminals, known as money launderers, trying to hide stolen money. You will be asked for proof of ID which will be kept on file.

All clients will be subject to an electronic search for identity verification the charges 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.

We use two third party providers – one will require Kidwells supplying your identity information (such as name, address, and passport number) and they will verify the information and supply fraud prevention information.

The other system you will receive a link and you will upload the ID information through a secure portal yourselves.

To do this, we supply your identity information (such as name, address, and passport number) and they will verify the information and supply fraud prevention information. This has no impact on your credit score but may show on your credit history as a "soft check" on identity. There may be occasion when we have to employ a tracing agent to try and find a client or investigate details about their business. If there is a question of money laundering activities or we need to check that what we are about to do is not against AML we involve the National Crime Agency (NCA).

Please note: if we are under instruction by the NCA we are not able to inform our client of this fact.

How and Where Files Are Stored?

We only keep your personal data in accordance with all relevant GDPR, Data Protection and SRA Rules and Regulations the minimum period of time to retain documents is six years but this could potentially be longer depending on the type of work we are undertaking.

- Your paperless files and information are stored on our Practice Management System of which all the necessary people have access to.
- If your matter requires printing the files are stored in our file room or, if in use, in a secure office.
- No members of the public have access to the areas where your file is stored and we run a 'clear desk' policy within the practice.
- Once your matter is closed your file is archived on our system and all original paperwork is returned.
- Any documentation received in your matter is sent for certified confidential destruction when the matter is concluded.

After the legal requirement to keep files for six years, or more in some cases, your physical file, and all personal information, is deleted. Any documents that we have been asked to deposit in safe custody will be exempt from destruction.

Your Right to Complain

As a professional practice we are committed to attempting to resolve problems that may arise with our services. It is important that you immediately raise any concerns you have.

What is a complaint?

The Practice regards a complaint as an oral or written expression of dissatisfaction which alleges that the complainant has suffered (or may suffer) financial loss, distress, inconvenience or other detriment.

Am I entitled to complain?

Yes. If you are unhappy about any aspect of the service, you have received or costs relating to your matter then we want to hear about it.

How do I complain?

Complaints can be raised in a number of ways. The Practice will allow and respond to complaints made by any reasonable means giving due consideration to the individual needs of that client. Your first contact regarding a complaint should be directly to our Business Support Director who receives initial complaints. You can do this via:

Kidwells Solicitors Hereford Office,
4 Coldnose Road
Rotherwas Industrial Estate
Hereford
HR2 6JL

Kidwells Solicitors Bristol Office,
Finzels Reach
Generator Building
Bristol
BS1 6BX

Kidwells Solicitors Cheltenham Office,
Festival House
Jessop Avenue
Cheltenham
GL50 3SH

complaints@kidwellssolicitors.co.uk
Hereford Office: 01432 278179
Bristol Office: 0117 4350014
Cheltenham Office: 01242 399352

We take pride in our client care. Let us know any concerns as soon as possible so that we can address them with you.

If a complaint is made against Michael Horne then the role will be assumed by another Director.

How will my complaint be handled and how long will it take?

When a complaint is first received, the firm must respond by letter within five working days of the day upon which we received the complaint. This brochure contains a complete copy of our Complaints Procedure which advise of the complainant's right to complain to the Legal Ombudsman. You can request additional copies at any time. The Practice will deal with the complaint as a separate matter to the instructed matter. Records of all complaints and associated documents and correspondence will be kept by the Practice and recorded on our complaints log. The Practice will aim to resolve disputes within eight weeks of receipt of the complaint. The Practice will investigate the complaint fully. This will include reviewing the file and speaking to the fee earner who dealt with the matter.

After the matter has been investigated, the Practice will, if appropriate, invite the complainant to a meeting to discuss and hopefully resolve their complaint. Within three days of that meeting the Practice will write to the complainant confirming the meeting and any solutions that were agreed at it. If the complainant does not wish to attend a meeting, the Practice will send a detailed written response to the complainant with suggestions for resolving the complaint within eight weeks of sending the letter acknowledging the complaint. If the complainant remains unsatisfied a Director will review the decision and may arrange to meet with them to discuss why they remain unsatisfied. Within fourteen days of that review or meeting, a Director will summarise the outcome of the complaint reminding them of their right to complain to the Legal Ombudsman. This will conclude the internal complaints procedure.

What happens if I am not happy with how my complaint has been handled by the firm?

If at any point you become unhappy with the service we provide to you, then please inform us immediately so that we can do our best to resolve the problem for you. Please contact the Business Support Director if you require a copy of the Complaints Procedure.

If we are unable to resolve your complaint then you can have the complaint independently looked at by the Legal Ombudsman. The Legal Ombudsman investigates complaints about service issues with lawyers.

The Legal Ombudsman expects complaints to be made to them within one year of the date of the act or omission about which you are concerned or within one year of you realising there was a concern. You must also refer your concerns to the Legal Ombudsman within six months of our final response to you. We do not accept Complaints out of time.

The Legal Ombudsman's contact details are: -

Telephone: 0300 555 0333 Minicom: 0300 555 1777

Website: www.legalombudsman.org.uk

Post: Legal Ombudsman, PO Box 6167, Slough, SL1 0EH

When should I report a solicitor to the Solicitors Regulating Authority (SRA)?

The Solicitors Regulating Authority only deals with complaints if a firm or someone regulated by the SRA has breached the SRA Principles.

You must complain to your solicitor or the firm first before the SRA will consider your complaint.

The SRA website and contact centre has further guidance on when they can and cannot support complaints.

For further information you should contact the SRA through the following methods:

<https://www.sra.org.uk/home/contact-us/>

Letter: Solicitors Regulation Authority, The Cube, 199
Wharfside Street, Birmingham, B1 1RN

Lien Information

You may terminate your instructions in writing at any time but we will be entitled to retain all your papers and documents while there is money owing for any charges and expenses.

Staying Safe and Protecting Yourself

We cannot be held responsible for fraudulent emails. Take care when opening any email by confirming the address is correct. It is worth reading www.actionfraud.police.uk for ideas on how to stay safe online.

Kidwells have no intention of changing bank account details. If you receive an email of this nature please contact our Finance Department to check the legitimacy of any notification you may receive. If you are concerned about how to provide us with sensitive information or documents, please ask and we can recommend safe methods.

Additional Terms of Engagement

General

These terms set out the general terms on which we provide services to you. When you instruct us to advise on a new matter we will confirm your instructions in writing and provide a Client Care pack including the Terms of Engagement, Client Care Letter, and Financial Information document.

The terms of that letter and these Terms of Engagement will together form the contract between us for that matter.

Our Appointment

When you appoint us to act for you in relation to a particular piece of legal work, you will be authorising us to take all measures we believe appropriate to protect your interests unless you instruct us specifically to the contrary; and you will be authorising us to incur reasonable expenses on your behalf.

We will update you regularly with progress of your matter. If there is likely to be no action for a period of time we will try and let you know when matters are moving again. We will communicate with you via telephone, email, and post unless you inform us if a certain method is inappropriate.

Equality and Diversity

This Practice is committed to promoting equality and diversity; we operate an Equality & Diversity policy. The Practice intends to treat everyone equally and with the same attention, courtesy and respect regardless of their disability, gender, age, marriage or civil partner status, pregnancy and maternity, race, racial group, colour, ethnic or national origin, nationality, religion or belief

or sexual orientation. The Practice will treat seriously, and will take action where appropriate, all complaints of discrimination or harassment.

Conflicts of Interest

Conflicts of interest are taken extremely seriously and must be considered at the earliest opportunity before accepting instructions and then throughout the matter as it progresses. If we feel that instructions should be declined you will be informed of this as soon as possible and offered such explanation and recommendation as in all the circumstances is professionally appropriate.

File Retention, Termination and Right to Lien

1. You may terminate your instructions in writing at any time but we will be entitled to retain all your papers and documents while there is money owing for any charges and expenses.
2. We may terminate this agreement, at any time, by giving you reasonable notice. Reasonable notice will be determined with regard to all of the circumstances that exist at the time notice is given.
3. We will store your file of papers (except any of your papers which you ask to be returned to you) on the understanding that we have the right to destroy it six years after the date of the final invoice we send to you for the matter in question. We do not destroy documents which you ask us to deposit in safe custody. As in accordance with all relevant GDPR, Data Protection and SRA Rules and Regulations.

Termination Consumer Contracts (Information, Cancellation & Additional Contracts) Regulations 2013

Subject to the previous point, you may terminate your instructions to us in writing at any time. In some circumstances, we may consider that we ought to stop acting for you, for example, if you cannot give clear or proper instructions on how we are to proceed, or it is clear that you have lost confidence in how we are carrying out your work; or if you have not paid any interim or final invoice when requested to do so. We may decide to cease acting for you only with good reason. We must give you reasonable notice that we will cease acting for you. If you or we decide that we are no longer to act for you, you will be liable to pay our charges up to the date we cease acting (as set out earlier).

If you are a private individual, your instructions do not relate to your business, we did not meet you when we took your initial instructions or we met you away from our premises then the Consumer Contracts (Information, Cancellation & Additional Contracts) Regulations 2013 will apply. This gives you the right to cancel your instructions without giving any reason and without cost within seven calendar days of the original instruction. You can cancel your instructions by informing us in writing by post or email. However, if you have expressly asked us to start the work before the end of this seven calendar day cancellation period, then you have waived your right to cancel the work without cost and will owe the full amount of any work completed per your instructions.

Be aware you may be charged if you cancel your instructions after the seven calendar day period.

Anti-Corruption and Bribery Policy

It is our policy to conduct all of our business in an honest and ethical manner. We have a zero-tolerance approach to bribery and corruption.

Money Laundering Regulations & Proof of Identity

We are obliged under Anti-Money Laundering and Anti-Terrorism Legislation to verify the identity of all clients, even those who are known to us from the past. Any delay in obtaining verification will prevent progress on your matter.

If you are abroad then ID would need to be certified by a recognised individual or body such as an independent legal professional, tax advisor or accountant for that country and a copy sent as proof of identity. Being asked for identification does not mean you are under suspicion. The identification requirements apply to all clients when they are asking their Solicitor to conduct certain types of cases.

In person you will have to show us original personal documentation including:-

- Current signed Passport or a photo-card Driving Licence and
- A recent gas, electricity or other household utility or council tax bill (not mobile phone bills) dated within three months and addressed to you at your home address.

Remote clients who we don't meet face-to-face will have to show us original personal documentation including:-

- Their current signed Passport or a photo-card Driving Licence
- A clear, legible, unedited, and unfiltered photo of themselves holding the same document
- Other information as required to prove that the client is who they say they are

We have to inspect these documents and retain copies of them on our file.

All clients will be subject to an electronic search for identity verification the charges 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.

We use two third party providers – one will require Kidwells supplying your identity information (such as name, address, and passport number) and they will verify the information and supply fraud prevention information.

The other system you will receive a link and will upload the ID information through a secure portal.

This has no impact on your credit score but may show on your credit history as a "soft check" on identity.

These checks are to prevent criminal activity, fraud and money laundering. If you do not have all these documents, you will have to ask your Solicitor to advise you on how best to prove who you are.

All clients will be subject to an electronic search for identity verification the charges 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.

In certain circumstances we may be compelled by law to reveal information to the appropriate statutory authorities in relation to any suspicion of money laundering.

The Money Laundering Regulations 2017 and the Proceeds of Crime Act 2002 set out rules and regulations for us to comply with as a Firm. When we are paying funds into Kidwells client account for a financial transaction, we may ask you for proof of the source of funds. This could be a copy bank statement, building society passbook or other details as required.

We are legally obliged to keep your affairs confidential but if we suspect that a transaction may involve money laundering, including the proceeds of crime, we are required by statute to make a disclosure to the National Crime Agency. We cannot be held liable for any loss or damage suffered by you as a result of our duty to comply with any statutory or regulatory requirement that arises out of legislation. Should any monies be returned to the client at the end of the matter or during the instruction for whatever reason, then there may be a delay of several weeks in order to complete all anti-money laundering checks.

Storage

The Practice will keep the file of papers, including digital versions, relating to the matter (except for any you ask to be returned to you). Documents you ask us to deposit in safe custody will not be destroyed. Documents and title deeds that are subject to a mortgage will be sent to your Lender following completion of all legal formalities. We strive to be fully compliant with all relevant GDPR, Data Protection and SRA Rules and Regulations, the minimum period of time to retain documentation is six years but this could potentially be longer depending on the type of work we are undertaking.

If we retrieve papers or documents from storage in relation to continuing or new instructions to act in connection with your affairs, we will not normally charge for such retrieval. However, we may make a charge based on time spent producing stored papers or documents to you or another at your request. We may also charge for reading, correspondence or other work necessary to comply with the instructions given by you or on your behalf.

Data Protection and Confidentiality

In common with many modern businesses, we store information relating to our clients' work digitally. We strive to be fully compliant with all relevant GDPR, Data Protection and SRA Rules and Regulations the minimum period of time to retain documentation is six years but this could be potentially longer depending on the type of work we are undertaking. We will at all times keep your business and instructions to us confidential (subject to any statutory obligations to the contrary where we may be required by law to disclose information that we hold about you).

There are some circumstances where we may need to release or to share or provide information about your transaction to other third parties (for example on a property sale or purchase, we may need to discuss the position with your estate agents, your surveyors or your lender) and in instructing us you are irrevocably consenting to us doing so for the duration of our instructions on the work in question.

We monitor the professional standard of our work and bodies such as the Law Society periodically inspect our work. This means that it may be necessary for a small number of our files to be audited by external examiners to ensure that we maintain our quality systems. Please let us know if you object to your file being submitted to audit. Unless you notify us otherwise, we shall assume that you have no objection. Our work for you will not be affected whether or not you allow us to make your file available for audit.

Hours of Business

Our usual business hours are between 7:30 a.m. and 5.30 p.m. from Monday to Friday each week, excluding Bank Holidays. This also applies to telephone and video conferencing/appointments. However, we are generally pleased to offer clients out-of-hours appointments, and where necessary we are happy to see clients at home or at their place of work. We strive to be as flexible and accommodating as possible. Outside normal business hours our main office telephone number is manned by a Director giving you the confidence that you will be in safe hands.

Banking Crisis – Financial Services Compensation Scheme (FSCS)

We confirm that we bank with Lloyds Bank plc where, any monies paid to us by you to be held on account will be held in a specified Client Account at that bank. We will not be liable to repay any money that we hold for you in our client account at Lloyds Bank plc which is lost as a result of a failure of the bank. It is however unlikely that we, Kidwells, will be held liable for losses resulting from any banking failure.

The Financial Services Compensation Scheme (FSCS) provides for a £85,000 limit to any individual Client and therefore, if you hold any other personal monies yourselves at Lloyds Bank plc, including joint, partnership

and sole trader accounts, the limit remains £85,000 to include the amounts that you have paid to Kidwells to hold on account for you.

It is your duty to investigate whether or not Lloyds TSB is a subsidiary or owner of other accounts that you hold with other banks. As where the same institution is trading under different names, you will still only gain the protection of the £85,000 maximum cover.

By your continuing to instruct this Practice, we are receiving your consent for the disclosure to the FSCS of your details in the event of a bank failure. If the instructions to Kidwells are from a limited liability company, then they only meet the protection cover of the £85,000 provided they meet two of the following criteria, namely:

- There is an annual turnover of less than £6.5 million
- The balance sheet has a total of less than £3.26 million
- The company has fewer than 50 employees

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.

Application of These Terms and Amendments

Unless otherwise agreed, these terms of engagement save for the amount of any estimate, will apply to any future instructions you give us. However, we reserve the right to amend our terms from time to time and any such amendments in force at the commencement of any such future work shall apply to that work.

Any dispute or legal issue arising from our terms of business will be determined and considered exclusively by the law and courts of England and Wales.

Professional Indemnity Insurance

We have professional indemnity insurance giving covers for claims against us. Details of this insurance, including contact details of our insurer and the territorial coverage of the policy can be provided upon request.

It is a condition of our professional indemnity insurance that we notify our insurer and/or broker of any circumstances which may give rise to a claim against us. In doing so, we may disclose documents and information to our insurer, broker and insurance advisers on a confidential basis. Our insurers and brokers are obliged to keep all information we pass to them strictly confidential.

Referral Arrangements and Fees Disclosure

We are committed to transparency in all our dealings with clients, including where financial arrangements may exist between ourselves and third parties.

We would like to inform you that we have a referral arrangement in place. Please refer to your Client Care letter which will confirm the full details. As part of this arrangement, we may pay or receive a referral fee for each client referred to us. Please note that this payment is for referral purposes only and is not a charge to you.

The referral fee does not in any way affect the quality or independence of the advice and service we provide to you. You are under no obligation to instruct us, and you are free to choose any other solicitor or firm to act on your behalf.

If you have any questions or concerns regarding this referral arrangement, or if you would like further information, please do not hesitate to contact us.



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

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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.

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